



## AGENDA

**Wednesday, August 5, 2020**

**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**

Council Chambers  
211 Hillcrest Avenue  
Marina, California

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

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

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

### PARTICIPATION

You may participate in the City Council meeting 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. If you are unable to participate in real-time, you may email to [marina@cityofmarina.org](mailto:marina@cityofmarina.org) with the subject line "Public Comment Item#\_\_\_" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." 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](http://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](http://www.cityofmarina.org) subject to City staff's ability to post the documents before the meeting

### **VISION STATEMENT**

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

### **MISSION STATEMENT**

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

#### 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)

Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

#### 3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

- a. Conference with legal Counsel, anticipated litigation – initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – one potential case.
- b. Performance Evaluation of Public Employee, Unrepresented Employee – City Manager
- c. Conference with Labor Negotiators: CA Govt. Code Section 54957.6  
Designated Representatives: Mayor/City Council  
Unrepresented Individual: City Attorney – Amend City Attorney Contract
- d. Real Property Negotiations
  - i. Property: Marina Equestrian Center, Consisting of approximately 27.235 acres  
Negotiating Party: Marina Equestrian Association.  
Property Negotiator: City Manager and Eric Frost, Interim Finance Director  
Terms: Price and Terms
  - ii. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042  
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey  
Property Negotiator: City Manager  
Terms: Price and Terms

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

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
5. SPECIAL PRESENTATIONS:
  - a. Award of Meritorious Service to Aaron Widener
  - b. Recreation Announcements
6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. 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.*
7. 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. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*
  - a. ACCOUNTS PAYABLE:
    - (1) Accounts Payable Check Numbers 95552-95657, totaling \$396,199.98  
Accounts Payable Successor Agency EFT totaling \$142.50
  - b. MINUTES:
    - (1) May 21, 2020, Special City Council Meeting
    - (2) June 10, 2020, Adjourned Regular City Council Meeting
    - (3) June 16, 2020, Regular City Council Meeting
  - c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID:

- (1) City Council consider adopting Resolution No. 2020-, awarding the 2020 Reservation Road Pavement Rehabilitation Project to Granite Rock Company of San Jose, California for the amount of \$1,531,529, and; authorizing the City Manager to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and; authorizing Finance Director to make necessary accounting and budgetary entries.

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting Resolution No. 2020-, approving the destruction of payroll records according to the City's Records Retention Policy covering the calendar years of 1986 to 2008.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, approving an agreement between 2<sup>nd</sup> Nature, LLC and the City of Marina for Environmental Services for the Retention Basin Annual Water Monitoring Study, and; authorizing the Finance Director to make the necessary accounting and budgetary entries; and authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
- (2) City Council consider adopting Resolution No. 2020-, approving an agreement between the City of Marina and Ms. Cheryl Kent, for services as the COVID-1 Code Enforcement Officer AICP, and; authorize the City Manager to execute the agreement on behalf of the City.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- (1) City Council consider adopting Resolution No. 2020-, accepting the dedication of Public Improvements as shown on the approved Dunes Phase 1C (Formerly University Village) Improvement Plans and Final Map for Residential Phase 3, and; authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) City consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for the quarter ended June 30, 2020.
- (2) Monterey-Salinas Transit Press Release – MST Reinstates Fare Collection & Front Door Boarding.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

- a. City Council continue discussion following closure of the public hearing and receipt of testimony from the public on July 21, 2020 and consider adopting Resolution 2020-, submitting to the voters at the November 3, 2020, General Municipal Election a Measure amending provisions of the Municipal Code relating to the regulation, permitting and taxation of commercial cannabis businesses, activities and land uses which would repeal Title 19 “Commercial Cannabis Activities,” repeal Chapter 5.76 “Cannabis Retailer,” add Chapter 5.80 “Commercial Cannabis Business Regulations” and add Chapter 17.47 “Commercial Cannabis Uses.”  
***Continued from July 21, 2020***

10. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*11. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

***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. City Council consider adopting Resolution No. 2020-, supporting Proposition 15, Schools and Local Communities Funding Act of 2020. ***Continued from July 21, 2020***
- b. City Council discussion on Procedure to fill Council Vacancy.
- c. COVID-19 Update and Direction from Council
  - i. City Council consider adopting Resolution No. 2020-, confirming the City Manager/Director of Emergency Services’ issuance of a Third Supplement to the Proclamation of a Local Emergency temporarily suspending until September 30, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant’s nonpayment of rent, or a foreclosure, arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto and establishing certain eviction protection requirements. ***Continued from July 21, 2020***
  - i. California State Guideline ***Continued from July 21, 2020***
  - ii. Mask ordinance
  - iii. Outdoor dining

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor’s Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.
- c. Covid-19 Update

13. ADJOURNMENT:

## CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, July 31, 2020.

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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.cityofmarina.org](http://www.cityofmarina.org)), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.*

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

*Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at [marina@cityofmarina.org](mailto:marina@cityofmarina.org)*

*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](mailto:marina@cityofmarina.org). requests must be made at least **48 hours** in advance of the meeting.*

Upcoming 2020 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, August 18, 2020

Tuesday, September 1, 2020

Tuesday, September 15, 2020

Tuesday, October 6, 2020

Tuesday, October 20, 2020

**\*\*\* Wednesday, November 4, 2020**

Tuesday, November 17, 2020

Tuesday, December 1, 2020

Tuesday, December 15, 2020

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

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

**NOTE: Regular Meeting dates may be rescheduled by City Council only.**

## **C I T Y   H A L L   2 0 2 0   H O L I D A Y S**

**(City Hall Closed)**

Labor Day -----Monday, September 7, 2020

Veterans Day -----Wednesday, November 11, 2020

Thanksgiving Day -----Thursday, November 26, 2020

Thanksgiving Break -----Friday, November 27, 2020

Winter Break -----Thursday, December 24, 2020-Thursday, December 31, 2020

## **2020 COMMISSION DATES**

**Upcoming 2020 Meetings of Design Review Board**  
**3<sup>rd</sup> Wednesday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.  
 \*\* = Change in location due to conflict with Council meeting

August 19, 2020

September 16, 2020  
October 21, 2020

November 18, 2020  
December 16, 2020

**Upcoming 2020 Meetings of Economic Development Commission**  
**3<sup>rd</sup> Thursday of every month.** Meetings are held at the Council Chambers at 4:00 P.M.

August 20, 2020 (Cancelled)  
September 17, 2020 (Cancelled)

October 15, 2020 (Cancelled)

November 19, 2020 (Cancelled)  
December 17, 2020 (Cancelled)

**Upcoming 2020 Meetings of Planning Commission**  
**2<sup>nd</sup> and 4<sup>th</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

August 13, 2020  
August 27, 2020  
September 10, 2020

September 24, 2020  
October 8, 2020  
October 22, 2020

November 12, 2020  
December 10, 2020

**Upcoming 2020 Meetings of Public Works Commission**  
**3<sup>rd</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

August 20, 2020  
September 17, 2020

October 15, 2020

November 19, 2020  
December 17, 2020 (Cancelled)

**Upcoming 2020 Meetings of Recreation & Cultural Services Commission**  
**1<sup>st</sup> Wednesday of every quarter month.** Meetings are held at the Council Chambers at 6:30 P.M.

September 2, 2020

December 2, 2020

**Upcoming 2020 Meetings of Marina Tree Committee**  
**2<sup>nd</sup> Wednesday of every quarter month as needed.** Meetings are held at the Council Chambers at 6:30 P.M.

October 14, 2020

## AP Check Register 07-24-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/24/2020

| Type                                        | Date         | Number | Source           | Payee Name                                                       | EFT Bank/Account | Transaction Amount |
|---------------------------------------------|--------------|--------|------------------|------------------------------------------------------------------|------------------|--------------------|
| <b>Bank Account: 905 - Chase - Checking</b> |              |        |                  |                                                                  |                  |                    |
| Check                                       | 07/24/2020   | 95552  | Accounts Payable | Ace Hardware                                                     |                  | 119.34             |
|                                             | Invoice      |        | Date             | Description                                                      |                  | Amount             |
|                                             | 075251       |        | 07/10/2020       | Fasteners for mounting equipment on new engine                   |                  | 36.97              |
|                                             | 075370       |        | 07/21/2020       | Fasteners for mounting equipment on new engine                   |                  | 24.58              |
|                                             | 075310       |        | 07/16/2020       | Fasteners for mounting equipment on new engine and cleaning supp |                  | 36.25              |
|                                             | 075323       |        | 07/16/2020       | Fasteners for mounting equipment on new engine                   |                  | 10.32              |
|                                             | 075336       |        | 07/17/2020       | Fasteners for mounting equipment on new engine                   |                  | 11.22              |
| Check                                       | 07/24/2020   | 95553  | Accounts Payable | Aramark Uniform Service                                          |                  | 180.41             |
|                                             | Invoice      |        | Date             | Description                                                      |                  | Amount             |
|                                             | 760877702    |        | 07/08/2020       | Uniform Service - Public Works Crew                              |                  | 80.54              |
|                                             | 760877701    |        | 07/08/2020       | Uniform Service - Public Works Crew                              |                  | 41.32              |
|                                             | 760877700    |        | 07/08/2020       | Uniform Service - Public Works Crew                              |                  | 58.55              |
| Check                                       | 07/24/2020   | 95554  | Accounts Payable | AT & T                                                           |                  | 210.18             |
|                                             | Invoice      |        | Date             | Description                                                      |                  | Amount             |
|                                             | 07-13-20     |        | 07/13/2020       | AT&T 831-582-9957                                                |                  | 210.18             |
| Check                                       | 07/24/2020   | 95555  | Accounts Payable | AT & T                                                           |                  | 688.01             |
|                                             | Invoice      |        | Date             | Description                                                      |                  | Amount             |
|                                             | 000015049554 |        | 07/15/2020       | AT&T Billing/Southfield Office 6/15 thru 7/14/20                 |                  | 41.60              |
|                                             | 000015042276 |        | 07/13/2020       | AT&T Billing/Radio Repeater 6/13 thru 7/12/20                    |                  | 164.68             |
|                                             | 000015049589 |        | 07/15/2020       | CALNET3-9391023435 (237-267-6922)                                |                  | 181.54             |
|                                             | 000015042239 |        | 07/13/2020       | CALNET3-9391023436 (239-461-6578)                                |                  | 69.53              |
|                                             | 000015049555 |        | 07/15/2020       | CALNET3-9391023479 (883-0919)                                    |                  | 21.62              |
|                                             | 000015049558 |        | 07/15/2020       | CALNET3-9391023482 (884-0985)                                    |                  | 21.62              |
|                                             | 000015049559 |        | 07/15/2020       | CALNET3-9391023483 (884-0986)                                    |                  | 21.62              |
|                                             | 000015049560 |        | 07/15/2020       | CALNET3-9391023485 (884-2573)                                    |                  | 21.62              |
|                                             | 000015049561 |        | 07/15/2020       | CALNET3-9391023486 (884-9153)                                    |                  | 21.62              |
|                                             | 000015049565 |        | 07/15/2020       | CALNET3-9391023490 (884-9568)                                    |                  | 39.94              |
|                                             | 000015049566 |        | 07/15/2020       | CALNET3-9391023491 (884-9654)                                    |                  | 82.62              |
| Check                                       | 07/24/2020   | 95556  | Accounts Payable | Bound Tree Medical                                               |                  | 80.30              |
|                                             | Invoice      |        | Date             | Description                                                      |                  | Amount             |

Marina, CA LIVE

## AP Check Register 07-24-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/24/2020

| Type  | Date        | Number | Source           | Payee Name                                                      | EFT Bank/Account | Transaction Amount |
|-------|-------------|--------|------------------|-----------------------------------------------------------------|------------------|--------------------|
| Check | 83682878    |        |                  | Disinfectant                                                    |                  | 80.30              |
|       | 07/24/2020  | 95557  | Accounts Payable | California Fire Chiefs Association                              |                  | 400.00             |
|       | Invoice     |        | Date             | Description                                                     |                  | Amount             |
| Check | 00791       |        |                  | Membership for Chief D. McCoun and Division Chief J. Lundgren   |                  | 400.00             |
|       | 07/24/2020  | 95558  | Accounts Payable | Carmel Fire Protection Associates                               |                  | 3,200.00           |
|       | Invoice     |        | Date             | Description                                                     |                  | Amount             |
|       | 120211      |        |                  | 13 Letter Plan registration and inspection - 478 Hood Way       |                  | 200.00             |
|       | 120212      |        |                  | 13 Letter Plan registration and inspection - 475 McKinley       |                  | 200.00             |
|       | 120213      |        |                  | 13 Letter Plan registration and inspection - 477 McKinley       |                  | 200.00             |
|       | 120214      |        |                  | 13 Letter Plan registration and inspection - 479 McKinley       |                  | 200.00             |
|       | 120215      |        |                  | 13 Letter Plan registration and inspection - 481 McKinley       |                  | 200.00             |
|       | 120216      |        |                  | 13 Letter Plan registration and inspection - 3019 Bluffs Drive  |                  | 200.00             |
|       | 120217      |        |                  | 13 Letter Plan registration and inspection - 2971 Garnet Way    |                  | 200.00             |
|       | 120218      |        |                  | 13D Letter Plan registration and inspection - 3021 Bluffs Drive |                  | 200.00             |
|       | 120219      |        |                  | 13D Letter, plan review & inspection at 497 Hood Way            |                  | 200.00             |
|       | 120220      |        |                  | 13D Letter Plan registration and inspection - 495 Hood Way      |                  | 200.00             |
|       | 120221      |        |                  | 13D Letter Plan registration and inspection at 493 Hood Way     |                  | 200.00             |
|       | 120222      |        |                  | 13D Letter Plan registration and inspection at 491 Hood Way     |                  | 200.00             |
|       | 120223      |        |                  | 13D Letter Plan registration and inspection at 489 Hood Way     |                  | 200.00             |
|       | 120224      |        |                  | 13D Letter Plan registration and inspection at 487 Hood Way     |                  | 200.00             |
|       | 120225      |        |                  | 13D Letter Plan registration and inspection at 485 Hood Way     |                  | 200.00             |
|       | 120226      |        |                  | 13D Letter Plan registration and inspection at 483 Hood Way     |                  | 200.00             |
|       | 07/24/2020  | 95559  | Accounts Payable | Cheryl Kent                                                     |                  | 1,920.00           |
|       | Invoice     |        | Date             | Description                                                     |                  | Amount             |
|       | 2020-55     |        |                  | Code Enforcement Investigations                                 |                  | 1,920.00           |
|       | 07/24/2020  | 95560  | Accounts Payable | Cintas Corporation                                              |                  | 50.94              |
|       | Invoice     |        | Date             | Description                                                     |                  | Amount             |
| Check | 4054299906  |        |                  | Mat Service City Hall                                           |                  | 50.94              |
|       | 07/24/2020  | 95561  | Accounts Payable | Commercial Truck Company                                        |                  | 107.83             |
|       | Invoice     |        | Date             | Description                                                     |                  | Amount             |
|       | SAL-1044995 |        |                  | Filter water & fuel filter - Unit 612                           |                  | 107.83             |
|       | 06/29/2020  |        |                  |                                                                 |                  |                    |

User: Monika Collier

Pages: 2 of 6

7/23/2020 9:19:00 AM

## AP Check Register 07-24-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/24/2020

| Type  | Date        | Number     | Source           | Payee Name                                                     | EFT Bank/Account | Transaction Amount |
|-------|-------------|------------|------------------|----------------------------------------------------------------|------------------|--------------------|
| Check | 07/24/2020  | 95562      | Accounts Payable | East Bay Tire Co.                                              |                  | 186.00             |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 1650476     | 06/25/2020 |                  | Veh - Maint Parts & Supply - Unit 592                          |                  | 186.00             |
| Check | 07/24/2020  | 95563      | Accounts Payable | Emergency Vehicle Specialists                                  |                  | 873.82             |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 11372       | 06/17/2020 |                  | Police Equipment and Radio Removal                             |                  | 873.82             |
| Check | 07/24/2020  | 95564      | Accounts Payable | FedEx                                                          |                  | 157.08             |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 7-068-08784 | 07/17/2020 |                  | Postage/Shipping-Evidence 7/17/20                              |                  | 157.08             |
| Check | 07/24/2020  | 95565      | Accounts Payable | Formation Environmental, LLC                                   |                  | 195.00             |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 5789        | 06/28/2020 |                  | Formation Enviro: Groundwater Sustain Plan (06/01/20-06/30/20) |                  | 195.00             |
| Check | 07/24/2020  | 95566      | Accounts Payable | Home Depot Credit Service                                      |                  | 143.83             |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 07-15-20    | 07/15/2020 |                  | Lumber & plywood                                               |                  | 143.83             |
| Check | 07/24/2020  | 95567      | Accounts Payable | Hydro Turf                                                     |                  | 43.70              |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 1735661     | 07/10/2020 |                  | Hunter TCC transformer                                         |                  | 43.70              |
| Check | 07/24/2020  | 95568      | Accounts Payable | Janice Griffin                                                 |                  | 525.00             |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 10-31-19 1  | 10/31/2019 |                  | Halloween - youth center                                       |                  | 300.00             |
|       | 10-31-19 2  | 10/31/2019 |                  | sp event halloween                                             |                  | 225.00             |
| Check | 07/24/2020  | 95569      | Accounts Payable | Johnson Associates                                             |                  | 435.91             |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 443888      | 07/15/2020 |                  | Steel under body box- Unit 582                                 |                  | 435.91             |
| Check | 07/24/2020  | 95570      | Accounts Payable | Kimley-Horn & Associates                                       |                  | 3,702.50           |
|       | Invoice     |            | Date             | Description                                                    |                  | Amount             |
|       | 16448377    | 03/31/2020 |                  | Annual Street Resurfacing Project (03/01/20- 03/31/20)         |                  | 2,051.50           |
|       | 16520722    | 04/30/2020 |                  | Annual Street Resurfacing Project (04/01/20- 04/30/20)         |                  | 1,651.00           |

**Marina, CA LIVE**  
**AP Check Register 07-24-20**  
 Bank Account: 905 - Chase - Checking  
 Batch Date: 07/24/2020

| Type  | Date       | Number | Source           | Payee Name                                                       | EFT Bank/Account | Transaction Amount |
|-------|------------|--------|------------------|------------------------------------------------------------------|------------------|--------------------|
| Check | 07/24/2020 | 95571  | Accounts Payable | L.N. Curtis & Sons                                               |                  | 366.80             |
|       | Invoice    |        |                  | Description                                                      |                  | Amount             |
|       | INV404009  |        | 07/09/2020       | Large nomex structural gloves                                    |                  | 120.43             |
| Check | 07/24/2020 | 95572  | Accounts Payable | Marina Coast Water District                                      |                  | 246.37             |
|       | Invoice    |        |                  | Description                                                      |                  | Amount             |
|       | INV402928  |        | 07/06/2020       | Bluewater roll top dry bag, weather proof duffle for beach rescu |                  | 14,116.90          |
| Check | 07/24/2020 | 95573  | Accounts Payable | Monterey Auto Supply                                             |                  | 11,288.94          |
|       | Invoice    |        |                  | Description                                                      |                  | Amount             |
|       | 000056011  | 071020 | 07/10/2020       | 000056 011 - Tate Park 3254 Del Monte (06/06/20 - 07/10/20)      |                  | 25.21              |
|       | 000056086  | 071020 | 07/10/2020       | 000056 086 - Center Median 3208 Crescent (06/06/20 - 07/10/20)   |                  | 55.95              |
|       | 000056032  | 071020 | 07/10/2020       | 000056 032 - Cresc Ave/Costa Mont Bay Est (06/06/20 - 07/10/20)  |                  | 55.95              |
|       | 000056015  | 071020 | 07/10/2020       | 000056 015 - Cypress Cove II (06/06/20 - 07/10/20)               |                  | 25.21              |
|       | 000056008  | 071020 | 07/10/2020       | 000056 008 - Reservation Rd & Del Monte (06/06/20 - 07/10/20)    |                  | 584.15             |
|       | 000056034  | 071020 | 07/10/2020       | 000056 034 - 3240 DeForest - Windy Hill Pk (06/06/20 - 07/10/20) |                  | 1,831.59           |
|       | 000056014  | 071020 | 07/10/2020       | 000056 014 - VD Park 3200 Del Monte Blvd (06/06/20 - 07/10/20)   |                  | 25.21              |
|       | 000056085  | 071020 | 07/10/2020       | 000056 085 - Ctr Med 3192 Crescent Ave. (06/06/20 - 07/10/20)    |                  | 33.99              |
|       | 000056030  | 071020 | 07/10/2020       | 000056 030 - Center Med. Reser/Ramada Inn (06/06/20 - 07/10/20)  |                  | 25.21              |
|       | 000056084  | 071020 | 07/10/2020       | 000056 084 - Ctr Med 3172 Crescent/Shuler (06/06/20 - 07/10/20)  |                  | 25.21              |
|       | 000056087  | 071020 | 07/10/2020       | 000056 087 - Center Med 3218 Crescent (06/06/20 - 07/10/20)      |                  | 140.28             |
|       | 000056091  | 063020 | 06/30/2020       | Water Billing/Training Center 5/30 thru 6/30/20                  |                  | 43.70              |
|       | 07/24/2020 | 95573  | Accounts Payable | Monterey Auto Supply                                             |                  | Amount             |
|       | Invoice    |        |                  | Description                                                      |                  | Amount             |
|       | 738831     |        | 07/09/2020       | Veh - Maint Parts & Supply - Unit 95-01                          |                  | 4.41               |
| Check | 07/24/2020 | 95574  | Accounts Payable | Monterey Peninsula Engineering                                   |                  | 39.29              |
|       | Invoice    |        |                  | Description                                                      |                  | Amount             |
|       | 05-17      |        | 06/23/2020       | MPE: 2019 Citywide Sireet Repair Project (payment # 5)           |                  | 70,011.53          |
| Check | 07/24/2020 | 95575  | Accounts Payable | Office Depot                                                     |                  | 893.95             |
|       | Invoice    |        |                  | Description                                                      |                  | Amount             |
|       | 2415307930 |        | 07/01/2020       | Office supplies - toners for Chiefs Office and Station 2 and pen |                  | 861.49             |
| Check | 07/24/2020 | 95576  | Accounts Payable | Office Depot                                                     |                  | 32.46              |
|       | Invoice    |        |                  | Description                                                      |                  | Amount             |
|       | 2415307931 |        | 07/01/2020       | Signature stamp                                                  |                  | 107.67             |

## AP Check Register 07-24-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/24/2020

| Type  | Date         | Number     | Source                                             | Payee Name                    | EFT Bank/Account | Transaction Amount |
|-------|--------------|------------|----------------------------------------------------|-------------------------------|------------------|--------------------|
| Check | 102501457001 | 06/30/2020 |                                                    | Office Supplies-Finance       |                  | 26.21              |
|       | 102501182001 | 06/30/2020 |                                                    | Office Supplies-Finance       |                  | 81.46              |
|       | 07/24/2020   | 95577      | Accounts Payable                                   | Pacific Gas & Electric        |                  | 2,553.07           |
|       | Invoice      | Date       | Description                                        |                               |                  | Amount             |
|       | 148-6.JUL20  | 07/09/2020 | PG&E - 5593414148-6                                |                               |                  | 144.19             |
|       | 353-7.JUL20  | 07/09/2020 | PG&E - 9930567353-7                                |                               |                  | 50.80              |
|       | 582-7.JUL20  | 07/09/2020 | PG&E - 8161432582-7                                |                               |                  | 122.08             |
|       | 943-2.JUL20  | 07/09/2020 | PG&E - 6150212943-2                                |                               |                  | 62.58              |
|       | 085-2.JUL20  | 07/10/2020 | PG&E - 5434906085-2                                |                               |                  | 77.39              |
|       | 202-3.JUL20  | 07/10/2020 | PG&E - 6594070202-3                                |                               |                  | 76.54              |
|       | 210-0.JUL20  | 07/12/2020 | PG&E - 3242976210-0                                |                               |                  | 101.79             |
|       | 311-8.JUL20  | 07/12/2020 | PG&E - 6513132311-8                                |                               |                  | 9.53               |
|       | 562-0.JUL20  | 07/10/2020 | PG&E - 4758891562-0                                |                               |                  | 960.12             |
|       | 720-0.JUL20  | 07/10/2020 | PG&E - 0167505720-0                                |                               |                  | 559.10             |
|       | 535-3.JUL20  | 07/14/2020 | PG&E - 6161832535-3                                |                               |                  | 174.42             |
|       | 827-8.JUL20  | 07/14/2020 | PG&E - 0423929827-8                                |                               |                  | 50.97              |
|       | 851-0.JUL20  | 07/15/2020 | PG&E - 3440977851-0                                |                               |                  | 163.56             |
| Check | 07/24/2020   | 95578      | Accounts Payable                                   | Regional Government Services  |                  | 2,932.50           |
| Check | Invoice      | Date       | Description                                        |                               |                  | Amount             |
|       | 11135        | 06/30/2020 | Contract Service for PW Dept (06/01/20 - 06/30/20) |                               |                  | 2,932.50           |
|       | 07/24/2020   | 95579      | Accounts Payable                                   | Trace Analytics, Inc.         |                  | 13.15              |
|       | Invoice      | Date       | Description                                        |                               |                  | Amount             |
|       | 20-11403     | 07/06/2020 | Shipping charges                                   |                               |                  | 13.15              |
|       | 07/24/2020   | 95580      | Accounts Payable                                   | Valley Saw & Garden Equipment |                  | 568.35             |
|       | Invoice      | Date       | Description                                        |                               |                  | Amount             |
|       | 239534       | 07/08/2020 | Veh - Maint Parts & Supply - Unit 6000             |                               |                  | 502.80             |
|       | 239543       | 07/08/2020 | Mix oil - 50-1                                     |                               |                  | 65.55              |
|       | 07/24/2020   | 95581      | Accounts Payable                                   | Verizon Wireless              |                  | 363.18             |
|       | Invoice      | Date       | Description                                        |                               |                  | Amount             |
|       | 9858377614   | 07/10/2020 | Monthly Verizon Bill-308174766                     |                               |                  | 363.18             |
|       | 07/24/2020   | 95582      | Accounts Payable                                   | Zee Service Co.               |                  | 165.40             |

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# AP Check Register 07-24-20

Bank Account: 905 - Chase - Checking  
Batch Date: 07/24/2020

| Type                         | Date       | Number     | Source           | Payee Name                                    | EFT Bank/Account       | Transaction Amount |
|------------------------------|------------|------------|------------------|-----------------------------------------------|------------------------|--------------------|
| Check                        | Invoice    |            |                  | Description                                   |                        | Amount             |
|                              | 66200825   | 07/14/2020 |                  | First Aide Supply - CW                        |                        | 165.40             |
|                              | 07/24/2020 | 95583      | Accounts Payable | Marina Employees Association                  |                        | 155.00             |
| Check                        | Invoice    |            |                  | Description                                   |                        | Amount             |
|                              | 07.10.20   | 07/10/2020 |                  | 24 - MEA Dues                                 |                        | 155.00             |
|                              | 07/24/2020 | 95584      | Accounts Payable | Marina Professional Fire Fighters Association |                        | 300.00             |
| Check                        | Invoice    |            |                  | Description                                   |                        | Amount             |
|                              | 07.10.20   | 07/10/2020 |                  | 35 - MPFFA Dues                               |                        | 300.00             |
|                              | 07/24/2020 | 95585      | Accounts Payable | Premier Access Insurance                      |                        | 3,280.20           |
| EFT                          | Invoice    |            |                  | Description                                   |                        | Amount             |
|                              | 07-01-20   | 07/01/2020 |                  | 101 - Dental EE+1*                            |                        | 5,193.44           |
|                              | 07-01-20.  | 07/01/2020 |                  | Dental Claim (07/2020)                        |                        | (1,913.24)         |
| EFT                          | Invoice    |            |                  | Description                                   |                        | Amount             |
|                              | 07/24/2020 | 951        | Accounts Payable | Richard B. Standridge                         | 121042882 / 8312012522 | 3,895.00           |
|                              | 07.10.20   | 07/10/2020 |                  | Services 07-06/07-16-20                       |                        | 3,895.00           |
| EFT                          | Invoice    |            |                  | Description                                   |                        | Amount             |
|                              | 07/24/2020 | 952        | Accounts Payable | Marina Police Association-MPOA                | 322271627 / 901587928  | 250.00             |
|                              | 07.10.20   | 07/10/2020 |                  | 23 - MPOA Dues                                |                        | 250.00             |
| EFT                          | Invoice    |            |                  | Description                                   |                        | Amount             |
|                              | 07/24/2020 | 953        | Accounts Payable | Police Officers Association - POA             | 322271627 / 901589106  | 1,350.00           |
|                              | 07.10.20   | 07/10/2020 |                  | 25 - POA Dues                                 |                        | 1,350.00           |
| 905 Chase - Checking Totals: |            |            |                  |                                               |                        | \$114,586.25       |

Transactions: 37

Checks: 34 \$109,091.25  
EFTs: 3 \$5,495.00

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## AP Check Register 07-31-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/31/2020

| Type                                        | Date       | Number | Source           | Payee Name                                         | EFT Bank/Account | Transaction Amount |
|---------------------------------------------|------------|--------|------------------|----------------------------------------------------|------------------|--------------------|
| <b>Bank Account: 905 - Chase - Checking</b> |            |        |                  |                                                    |                  |                    |
| Check                                       | 07/31/2020 | 95586  | Accounts Payable | Abbott's Pro-Power                                 |                  | 70.91              |
|                                             | Invoice    |        | Date             | Description                                        |                  | Amount             |
|                                             | 142702     |        | 07/14/2020       | Veh - Maint Parts & Supply - Unit 148              |                  | 70.91              |
| Check                                       | 07/31/2020 | 95587  | Accounts Payable | Ace Hardware                                       |                  | 138.80             |
|                                             | Invoice    |        | Date             | Description                                        |                  | Amount             |
|                                             | 075411     |        | 07/24/2020       | Misc Supplies and Fasteners                        |                  | 114.36             |
|                                             | 075412     |        | 07/24/2020       | Antiseptic Sanitiz Wipes                           |                  | 8.73               |
|                                             | 075404     |        | 07/23/2020       | Fasteners                                          |                  | 15.71              |
| Check                                       | 07/31/2020 | 95588  | Accounts Payable | Ace Hardware                                       |                  | 177.51             |
|                                             | Invoice    |        | Date             | Description                                        |                  | Amount             |
|                                             | 075354     |        | 07/20/2020       | Pad lock, hasp fxd & masonry bit                   |                  | 45.40              |
|                                             | 075319     |        | 07/16/2020       | Nipple Galv & compression cap                      |                  | 18.54              |
|                                             | 075389     |        | 07/22/2020       | Fasteners, zircon pro & 9v battery                 |                  | 31.66              |
|                                             | 075390     |        | 07/22/2020       | Surge protector, strap rigid, cover & box square   |                  | 45.87              |
|                                             | 075394     |        | 07/23/2020       | Socket wrench                                      |                  | 36.04              |
| Check                                       | 07/31/2020 | 95589  | Accounts Payable | Advantage Gear                                     |                  | 314.34             |
|                                             | Invoice    |        | Date             | Description                                        |                  | Amount             |
|                                             | 33684-1    |        | 07/14/2020       | Uniform for FF A. Suich                            |                  | 314.34             |
| Check                                       | 07/31/2020 | 95590  | Accounts Payable | Alliant Insurance Services                         |                  | 1,403.00           |
|                                             | Invoice    |        | Date             | Description                                        |                  | Amount             |
|                                             | 1400022    |        | 07/07/2020       | Alliant Pollution Liability Insurance              |                  | 1,403.00           |
| Check                                       | 07/31/2020 | 95591  | Accounts Payable | American Supply Co.                                |                  | 1,373.60           |
|                                             | Invoice    |        | Date             | Description                                        |                  | Amount             |
|                                             | 0152095    |        | 07/16/2020       | Cleaning Supply-CW                                 |                  | 1,373.60           |
| Check                                       | 07/31/2020 | 95592  | Accounts Payable | AT & T                                             |                  | 150.58             |
|                                             | Invoice    |        | Date             | Description                                        |                  | Amount             |
|                                             | 06-27-20   |        | 06/27/2020       | AT&T Billing/U-Verse (Phone System Backup) 6/27/20 |                  | 150.58             |
| Check                                       | 07/31/2020 | 95593  | Accounts Payable | AT & T                                             |                  | 42.51              |

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**Marina, CA LIVE**  
**AP Check Register 07-31-20**  
 Bank Account: 905 - Chase - Checking  
 Batch Date: 07/31/2020

| Type  | Date            | Number     | Source           | Payee Name                                                      | EFT Bank/Account | Transaction Amount |
|-------|-----------------|------------|------------------|-----------------------------------------------------------------|------------------|--------------------|
| Check | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | 000014906017    | 06/15/2020 |                  | CALNET3-9391023487 (884-9497)                                   |                  | 20.89              |
|       | 000015049562    | 07/15/2020 |                  | CALNET3-9391023487 (884-9497)                                   |                  | 21.62              |
| Check | 07/31/2020      | 95594      | Accounts Payable | Bound Tree Medical                                              |                  | 113.45             |
|       | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | 83691083        | 07/09/2020 |                  | Burn kit with sterile water                                     |                  | 113.45             |
| Check | 07/31/2020      | 95595      | Accounts Payable | Branch's Janitorial                                             |                  | 7,832.17           |
|       | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | 227972          | 06/24/2020 |                  | Janitorial Service - CH, Corp Yard, LA, Annex & CC              |                  | 2,886.35           |
| Check | 227986          | 07/25/2020 |                  | Janitorial Service - CH, Corp Yard, LA, Annex & CC              |                  | 2,886.35           |
|       | 227987          | 07/25/2020 |                  | Custodial Services for July 2020                                |                  | 2,059.47           |
|       | 07/31/2020      | 95596      | Accounts Payable | California Building Standards Commission                        |                  | 514.80             |
| Check | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | Q2 Apr-Jun 2020 | 06/30/2020 |                  | Q2 Apr-Jun 2020 Green Building Fees                             |                  | 514.80             |
|       | 07/31/2020      | 95597      | Accounts Payable | California Department of Conservation                           |                  | 1,655.80           |
| Check | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | Q2 Apr-Jun 2020 | 06/30/2020 |                  | Q2 Apr-Jun 2020 Strong Motion Fees                              |                  | 1,655.80           |
|       | 07/31/2020      | 95598      | Accounts Payable | Carmel Fire Protection Associates                               |                  | 400.00             |
| Check | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | 120203          | 07/18/2020 |                  | 13 TI - Plan review and inspection for Montage, 2930 Second Ave |                  | 200.00             |
|       | 120233          | 07/18/2020 |                  | Plan review and inspection at Marina Mini Storage, 497 Res Rd.  |                  | 200.00             |
| Check | 07/31/2020      | 95599      | Accounts Payable | Carmel Roasters, Inc.                                           |                  | 219.59             |
|       | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | 59502           | 07/21/2020 |                  | FD Coffee                                                       |                  | 219.59             |
| Check | 07/31/2020      | 95600      | Accounts Payable | Cintas Corporation                                              |                  | 71.17              |
|       | Invoice         |            |                  | Description                                                     |                  | Amount             |
|       | 4056892961      | 07/24/2020 |                  | Mat Service-Police/Fire 7/24/20                                 |                  | 71.17              |
| Check | 07/31/2020      | 95601      | Accounts Payable | Anita Coley Heath                                               |                  | 450.00             |
|       | Invoice         |            |                  | Description                                                     |                  | Amount             |

**Marina, CA LIVE**  
**AP Check Register 07-31-20**  
 Bank Account: 905 - Chase - Checking  
 Batch Date: 07/31/2020

| Type  | Date       | Number | Source           | Payee Name                                             | EFT Bank/Account | Transaction Amount |
|-------|------------|--------|------------------|--------------------------------------------------------|------------------|--------------------|
| Check | 969        |        | 07/14/2020       | POST Background/A.M.C. Lazaro 7/14/20                  |                  | 450.00             |
|       | 07/31/2020 | 95602  | Accounts Payable | Comcast                                                |                  | 166.93             |
| Check |            |        | 07/14-20         | teen center cable tv                                   |                  | Amount             |
|       | 07/31/2020 | 95603  | Accounts Payable | Commercial Environment Landscape                       |                  | 7,241.23           |
| Check |            |        | 2796-620MW       | Annual Weed Abatement - Additional Hours & Supplies    |                  | Amount             |
|       | 07/31/2020 | 95604  | Accounts Payable | Community Human Services                               |                  | 7,241.23           |
| Check |            |        | 07/21-20         | CHS JPA Allocation - FY 2020-2021                      |                  | Amount             |
|       | 07/31/2020 | 95605  | Accounts Payable | East Bay Tire Co.                                      |                  | 11,275.00          |
| Check |            |        | 06-27-20 vd      | BFG all terrain tire - Unit 5491                       |                  | Amount             |
|       | 07/31/2020 | 95606  | Accounts Payable | Elvira Jackson                                         |                  | 252.33             |
| Check |            |        | 06/27/2020       | Rental Refund - Vince DiMaggio                         |                  | Amount             |
|       | 07/31/2020 | 95607  | Accounts Payable | Emergency Vehicle Specialists                          |                  | 250.00             |
| Check |            |        | 07/02/2020       | Equipment Installation Labor - Admin Commander Vehicle |                  | Amount             |
|       | 07/31/2020 | 95608  | Accounts Payable | Magnetic Mic Clips                                     |                  | 2,500.00           |
| Check |            |        | 07/10/2020       | Disposable nask & xl gloves - COVID 19 Response        |                  | 75.78              |
|       | 07/31/2020 | 95609  | Accounts Payable | First Alarm                                            |                  | 664.15             |
| Check |            |        | 07/15/2020       | Fire Alarm Services_B510                               |                  | Amount             |
|       | 07/31/2020 | 95610  | Accounts Payable | Alarm Monitoring - City Hall                           |                  | 664.15             |
| Check |            |        | 07/15/2020       | Alarm Monitoring - 327 Reindollar Avenue               |                  | 1,281.24           |
|       | 07/31/2020 | 95611  | Accounts Payable | Alarm Monitoring - 304 Hillcrest Ave - Jul-Sept 2020   |                  | Amount             |
| Check |            |        | 07/15/2020       | Fire Alarm Services_B510                               |                  | Amount             |
|       | 07/31/2020 | 95612  | Accounts Payable | Alarm Monitoring - City Hall                           |                  | 439.23             |
| Check |            |        | 07/15/2020       | Alarm Monitoring - 327 Reindollar Avenue               |                  | 112.53             |
|       | 07/31/2020 | 95613  | Accounts Payable | Alarm Monitoring - 304 Hillcrest Ave - Jul-Sept 2020   |                  | 119.16             |
| Check |            |        | 07/15/2020       | Fire Alarm Services_B510                               |                  | Amount             |
|       | 07/31/2020 | 95614  | Accounts Payable | Alarm Monitoring - City Hall                           |                  | 610.32             |

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# AP Check Register 07-31-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/31/2020

| Type  | Date        | Number     | Source           | Payee Name                                            | EFT Bank/Account | Transaction Amount |
|-------|-------------|------------|------------------|-------------------------------------------------------|------------------|--------------------|
| Check | 07/31/2020  | 95610      | Accounts Payable | Flight Light Inc.                                     |                  | 6,445.97           |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
| Check | 07/31/2020  | 95611      | Accounts Payable | Replacement Airport Beacon Unit                       |                  | 6,445.97           |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
|       | 0131754     | 07/31/2020 |                  | Airport Pest Control Services                         |                  | 1,150.00           |
|       | 0131755     | 07/31/2020 |                  | Airport Pest Control Services_B504                    |                  | 75.00              |
|       | 0132015     | 07/10/2020 |                  | Pest Control at Station 2                             |                  | 85.00              |
| Check | 07/31/2020  | 95612      | Accounts Payable | Home Depot Credit Service                             |                  | 151.41             |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
|       | 07-23-20    | 07/23/2020 |                  | Bulldog mortar knife                                  |                  | 21.82              |
|       | 07-22-20    | 07/22/2020 |                  | Lumber & 50 lbs of quickrete fast setting - Landscape |                  | 129.59             |
| Check | 07/31/2020  | 95613      | Accounts Payable | IDN-Wilco                                             |                  | 137.58             |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
|       | 9165583-00  | 07/20/2020 |                  | Master #1 lock                                        |                  | 137.58             |
| Check | 07/31/2020  | 95614      | Accounts Payable | Jessica Castro                                        |                  | 500.00             |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
|       | 08-08-20 cc | 07/23/2020 |                  | Rental Refund - Community Center                      |                  | 500.00             |
| Check | 07/31/2020  | 95615      | Accounts Payable | Johnson Associates                                    |                  | 1,015.86           |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
|       | 444094      | 07/17/2020 |                  | Steel under body box & brackets - Unit 554            |                  | 1,015.86           |
| Check | 07/31/2020  | 95616      | Accounts Payable | KP Public Affairs, LLC                                |                  | 10,000.00          |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
|       | 40718       | 06/30/2020 |                  | Professional Services - MPWSP - June 2020             |                  | 10,000.00          |
| Check | 07/31/2020  | 95617      | Accounts Payable | L.N. Curtis & Sons                                    |                  | 1,182.72           |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |
|       | INV405714   | 07/16/2020 |                  | Wye valve, cap with chain for new engine              |                  | 1,182.72           |
| Check | 07/31/2020  | 95618      | Accounts Payable | Liebert Cassidy Whitmore                              |                  | 2,100.00           |
|       | Invoice     |            | Date             | Description                                           |                  | Amount             |

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**Marina, CA LIVE**  
**AP Check Register 07-31-20**  
 Bank Account: 905 - Chase - Checking  
 Batch Date: 07/31/2020

| Type  | Date       | Number | Source           | Payee Name                                                      | EFT Bank/Account | Transaction Amount |
|-------|------------|--------|------------------|-----------------------------------------------------------------|------------------|--------------------|
| Check | 1500982    |        | 05/31/2020       | Training/Harassment (05/06/20)                                  |                  | 2,100.00           |
|       | 07/31/2020 | 95619  | Accounts Payable | Marina Coast Water District                                     |                  | 434.00             |
|       | Invoice    |        | Date             | Description                                                     |                  | Amount             |
|       | 000056020  | 071720 | 07/17/2020       | 000056 020 - 304 Hillcrest Ave, Teen Ctr (06/13/20 - 07/17/20)  |                  | 95.93              |
|       | 000056017  | 071720 | 07/17/2020       | 000056 017 - 208 A Palm Ave, Fire Station (06/13/20 - 07/17/20) |                  | 74.78              |
|       | 000056018  | 071720 | 07/17/2020       | 000056 018 - 208 Palm Ave, Fire Station (06/13/20 - 07/17/20)   |                  | 147.00             |
|       | 000056021  | 071720 | 07/17/2020       | 000056 021 - Ctr Med Res Rd-Post Off (06/13/20 - 07/17/20)      |                  | 33.99              |
| Check | 000056024  | 071720 | 07/17/2020       | 000056 024-Ctr Med Del Mon Blvd/Palm Ave (06/13/20 - 07/17/20)  |                  | 82.30              |
|       | 07/31/2020 | 95620  | Accounts Payable | Marina Pet Hospital                                             |                  | 75.00              |
|       | Invoice    |        | Date             | Description                                                     |                  | Amount             |
|       | 07-21-20   |        | 07/21/2020       | Euthanasia/#MC2000209 7/21/20                                   |                  | 75.00              |
|       | 07/31/2020 | 95621  | Accounts Payable | Martin's Irrigation Supply                                      |                  | 71.24              |
|       | Invoice    |        | Date             | Description                                                     |                  | Amount             |
|       | 570881     |        | 07/21/2020       | Jumbo valve box                                                 |                  | 71.24              |
| Check | 07/31/2020 | 95622  | Accounts Payable | MBASIA                                                          |                  | 10,805.74          |
|       | Invoice    |        | Date             | Description                                                     |                  | Amount             |
|       | MBA20-0417 |        | 06/30/2020       | MBASIA - Claim for Payment                                      |                  | 1,593.34           |
|       | MBA20-0218 |        | 06/30/2020       | MBASIA - Claim for Payment                                      |                  | 9,212.40           |
|       | 07/31/2020 | 95623  | Accounts Payable | Monterey Auto Supply                                            |                  | 1,094.57           |
|       | Invoice    |        | Date             | Description                                                     |                  | Amount             |
|       | 739898     |        | 07/14/2020       | Veh - Maint Parts & Supply - Unit 4000                          |                  | 48.05              |
|       | 740313     |        | 07/15/2020       | Veh - Maint Parts & Supply - Unit 593                           |                  | 147.67             |
|       | 740558     |        | 07/16/2020       | Veh - Maint Parts & Supply - Unit 886                           |                  | 23.27              |
|       | 740629     |        | 07/16/2020       | Veh - Maint Parts & Supply - Unit 889                           |                  | 73.61              |
|       | 740774     |        | 07/16/2020       | Veh - Maint Parts & Supply - Unit 95-01                         |                  | 13.74              |
|       | 740407     |        | 07/15/2020       | Veh - Maint Parts & Supply - Unit 98-01                         |                  | 87.38              |
|       | 741183     |        | 07/17/2020       | Veh - Maint Parts & Supply - Unit 95-01                         |                  | 57.89              |
|       | 742268     |        | 07/22/2020       | Veh - Maint Parts & Supply - Unit 95-01                         |                  | 41.60              |
|       | 741863     |        | 07/21/2020       | Veh - Maint Parts & Supply - Unit 95-01                         |                  | 51.33              |
|       | 741956     |        | 07/21/2020       | Veh - Maint Parts & Supply - Unit 95-01                         |                  | 381.27             |
|       | 742165     |        | 07/21/2020       | Veh - Maint Parts & Supply - Unit 95-01                         |                  | 20.30              |

## AP Check Register 07-31-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/31/2020

| Type  | Date          | Number | Source           | Payee Name                                   | EFT Bank/Account | Transaction Amount |
|-------|---------------|--------|------------------|----------------------------------------------|------------------|--------------------|
| Check | 742293        |        | 07/22/2020       | Veh - Maint Parts & Supply - Unit 599        |                  | 3.92               |
|       | 742120        |        | 07/21/2020       | Veh - Maint Parts & Supply - Unit 599        |                  | 144.54             |
|       | 07/31/2020    | 95624  | Accounts Payable | Monterey County Convention & Visitors Bureau |                  | 11,686.40          |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
| Check | May 2020      |        | 06/30/2020       | May 2020 TID                                 |                  | 11,686.40          |
|       | 07/31/2020    | 95625  | Accounts Payable | Monterey County Peace Officers Association   |                  | 450.00             |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
| Check | 2020033R      |        | 06/12/2020       | Shooting Range Use 5/26 and 5/29/20          |                  | 450.00             |
|       | 07/31/2020    | 95626  | Accounts Payable | Monterey County Petroleum-Sturdy Oil Co.     |                  | 5,159.03           |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
| Check | 2300A-IN      |        | 07/08/2020       | Diesel Fuel ( 600 gal)                       |                  | 1,466.26           |
|       | 2299A-IN      |        | 07/08/2020       | Unleaded Fuel ( 1500 gal)                    |                  | 3,692.77           |
|       | 07/31/2020    | 95627  | Accounts Payable | National Fire Protection-NFPA                |                  | 175.00             |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
| Check | 7755169X      |        | 06/02/2020       | Membership Renewal for Chief McCoun          |                  | 175.00             |
|       | 07/31/2020    | 95628  | Accounts Payable | National Recreation & Park Association       |                  | 675.00             |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
| Check | 08-31-20      |        | 08/31/2020       | membership fees                              |                  | 675.00             |
|       | 07/31/2020    | 95629  | Accounts Payable | New Image Landscape Co.                      |                  | 2,140.00           |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
| Check | 119338        |        | 06/30/2020       | Landscaping                                  |                  | 2,140.00           |
|       | 07/31/2020    | 95630  | Accounts Payable | Nextel Communications - Sprint               |                  | 869.51             |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
| Check | 866147022-215 |        | 07/22/2020       | Rec Dept Cell Phones                         |                  | 869.51             |
|       | 07/31/2020    | 95631  | Accounts Payable | Nor Cal Signal Supply                        |                  | 1,126.64           |
|       | Invoice       |        | Date             | Description                                  |                  | Amount             |
|       | 1018          |        | 07/22/2020       | PPB post 47" galvanized & Ped push assembly  |                  | 1,126.64           |

Marina, CA LIVE

# AP Check Register 07-31-20

Bank Account: 905 - Chase - Checking  
Batch Date: 07/31/2020

| Type  | Date         | Number | Source           | Payee Name                                    | EFT Bank/Account | Transaction Amount |
|-------|--------------|--------|------------------|-----------------------------------------------|------------------|--------------------|
| Check | 07/31/2020   | 95632  | Accounts Payable | Office Depot                                  |                  | 10.07              |
|       | Invoice      |        | Date             | Description                                   |                  | Amount             |
|       | 107670127001 |        | 07/17/2020       | Office Supplies-Finance                       |                  |                    |
| Check | 07/31/2020   | 95633  | Accounts Payable | Office Depot                                  |                  | 10.07              |
|       | Invoice      |        | Date             | Description                                   |                  | Amount             |
|       | 104834805001 |        | 07/07/2020       | Thermal roll & batteries - Airport            |                  | 44.50              |
|       | 104714828001 |        | 07/08/2020       | Ink cartridge-tri color & black - PW          |                  | 136.73             |
|       | 106960794001 |        | 07/15/2020       | Office Supplies                               |                  | 305.83             |
| Check | 07/31/2020   | 95634  | Accounts Payable | Pacific Gas & Electric                        |                  | 21,889.23          |
|       | Invoice      |        | Date             | Description                                   |                  | Amount             |
|       | 098-7.JUL20  |        | 07/09/2020       | Utilities_B524                                |                  | 1,125.67           |
|       | 103-6.JUL20  |        | 07/10/2020       | Utilities_B507                                |                  | 5,067.36           |
|       | 288-5.JUL20  |        | 07/10/2020       | Utilities_B520 & B529                         |                  | 645.72             |
|       | 347-0.JUL20  |        | 07/09/2020       | Utilities_B519                                |                  | 283.93             |
|       | 415-6.JUL20  |        | 07/09/2020       | Utilities_B504                                |                  | 41.19              |
|       | 451-7.JUL20  |        | 07/09/2020       | Utilities_B554                                |                  | 210.63             |
|       | 694-1.JUL20  |        | 07/10/2020       | Utilities_B533                                |                  | 1,016.86           |
|       | 683-2.JUL20  |        | 07/17/2020       | PG&E 6217294683-2                             |                  | 780.58             |
|       | 608-2.JUL20  |        | 07/10/2020       | PG&E - 7383993608-2                           |                  | 587.52             |
|       | 272-1.JUL20  |        | 07/17/2020       | PG&E - 2862559272-1                           |                  | 37.03              |
|       | 172-2.JUL20  |        | 07/19/2020       | PG&E - 5618207172-2                           |                  | 526.06             |
|       | 362-9.JUL20  |        | 07/19/2020       | PG&E - 5996678362-9                           |                  | 93.32              |
|       | 483-6.JUL20  |        | 07/15/2020       | PG&E - 3982644483-6                           |                  | 11,034.71          |
|       | 533-8.JUL20  |        | 07/17/2020       | PG&E - 2253666533-8                           |                  | 70.79              |
|       | 795-7.JUL20  |        | 07/21/2020       | PG&E - 4467294795-7                           |                  | 311.89             |
|       | 767-2.JUL20  |        | 07/10/2020       | PG&E Billing/Training Center 6/10 thru 7/8/20 |                  | 55.97              |
| Check | 07/31/2020   | 95635  | Accounts Payable | PAPE                                          |                  | 232.05             |
|       | Invoice      |        | Date             | Description                                   |                  | Amount             |
|       | 12151700     |        | 07/16/2020       | Switch, key & filter cap- Unit 592            |                  | 232.05             |
| Check | 07/31/2020   | 95636  | Accounts Payable | Peninsula Welding & Medical Supply            |                  | 69.16              |
|       | Invoice      |        | Date             | Description                                   |                  | Amount             |

**Marina, CA LIVE**  
**AP Check Register 07-31-20**  
 Bank Account: 905 - Chase - Checking  
 Batch Date: 07/31/2020

| Type  | Date       | Number | Source           | Payee Name                                      | EFT Bank/Account | Transaction Amount |
|-------|------------|--------|------------------|-------------------------------------------------|------------------|--------------------|
| Check | 201801     |        |                  | Argon/Carbon dioxide                            |                  | 69.16              |
|       | 07/31/2020 | 95637  | Accounts Payable | Pinnacle Healthcare                             |                  | 115.00             |
|       | Invoice    |        | Date             | Description                                     |                  | Amount             |
| Check | 200610     |        |                  | DMV DOT Physical - David Tulua                  |                  | 115.00             |
|       | 07/31/2020 | 95638  | Accounts Payable | Quill Corporation                               |                  | 658.26             |
|       | Invoice    |        | Date             | Description                                     |                  | Amount             |
|       | 8472548    |        |                  | Canon Black Ink/Records 7/9/20                  |                  | 93.91              |
|       | 8508774    |        |                  | Forehead Thermometer/Records 7/10/20            |                  | 38.23              |
|       | 8504927    |        |                  | Office Supplies/Records 7/10/20                 |                  | 299.24             |
|       | 8636240    |        |                  | Flood decals/Records 7/16/20                    |                  | 45.84              |
|       | 8545613    |        |                  | Canon Black Ink/Records 7/13/20                 |                  | 50.24              |
|       | 8544483    |        |                  | Sharpies/Records 7/13/20                        |                  | 25.98              |
|       | 8544924    |        |                  | Coin Wrappers/Records 7/13/20                   |                  | 33.82              |
|       | 8595793    |        |                  | Floor Decal/Records 7/15/20                     |                  | 71.00              |
|       | 07/31/2020 | 95639  | Accounts Payable | Rincon Consultants, Inc.                        |                  | 4,095.00           |
|       | Invoice    |        | Date             | Description                                     |                  | Amount             |
| Check | 23434      |        |                  | DVSP EIR - June 2020                            |                  | 4,095.00           |
|       | 07/31/2020 | 95640  | Accounts Payable | Robert R. Wellington                            |                  | 16,064.00          |
|       | Invoice    |        | Date             | Description                                     |                  | Amount             |
|       | 25362      |        |                  | Cal Am Matters - June 2020                      |                  | 227.00             |
|       | 25364      |        |                  | Election Matters - June 2020                    |                  | 326.00             |
|       | 25367      |        |                  | Groundwater Sustainability Agency - June 2020   |                  | 144.00             |
|       | 25368      |        |                  | Joby Aero Inc - June 2020                       |                  | 90.00              |
|       | 25370      |        |                  | Marina Equestrian Center - June 2020            |                  | 49.00              |
|       | 25371      |        |                  | Misc Litigation Matters - June 2020             |                  | 162.00             |
|       | 25375      |        |                  | Abrams Park-Marina Height-Sea Haven - June 2020 |                  | 189.00             |
|       | 25376      |        |                  | The Dunes - June 2020                           |                  | 36.00              |
|       | 25363      |        |                  | Cannabis Matters - June 2020                    |                  | 3,154.00           |
|       | 25365      |        |                  | Fort Ord Reuse Matters - June 2020              |                  | 2,781.00           |
|       | 25369      |        |                  | Land Use & Operations - June 2020               |                  | 3,019.00           |
|       | 25374      |        |                  | Public Records Act Requests - June 2020         |                  | 533.00             |
|       | 25377      |        |                  | Urban Growth Boundary Extension - June 2020     |                  | 1,901.00           |

Marina, CA LIVE

## AP Check Register 07-31-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/31/2020

| Type  | Date            | Number | Source           | Payee Name                                             | EFT Bank/Account | Transaction Amount |
|-------|-----------------|--------|------------------|--------------------------------------------------------|------------------|--------------------|
| Check | 25373           |        | 07/21/2020       | Police Personnel Matters - June 2020                   |                  | 180.00             |
|       | 25372           |        | 07/21/2020       | Misc. Personnel Matters - June 2020                    |                  | 1,473.00           |
|       | 25366           |        | 07/21/2020       | Retainer - August 2020                                 |                  | 1,800.00           |
|       | 07/31/2020      | 95641  | Accounts Payable | Safety-Kleen Corp.                                     |                  | 218.50             |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
| Check | 83463065        |        | 07/07/2020       | Washer solvent                                         |                  | 218.50             |
|       | 07/31/2020      | 95642  | Accounts Payable | Sentry Alarm Systems of America, Inc.                  |                  | 540.90             |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
|       | 2141200         |        | 07/20/2020       | Burglar Alarm System/Training Center 8/1 thru 10/31/20 |                  | 540.90             |
| Check | 07/31/2020      | 95643  | Accounts Payable | Shartsis Friese LLP                                    |                  | 89,848.77          |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
|       | 5424200         |        | 06/22/2020       | Professional Services - MPWSP - May 2020               |                  | 89,848.77          |
|       | 07/31/2020      | 95644  | Accounts Payable | Shred-it USA                                           |                  | 95.73              |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
| Check | 8180101061      |        | 07/15/2020       | Shredding Service/Records 7/15/20                      |                  | 95.73              |
|       | 07/31/2020      | 95645  | Accounts Payable | Sierra Springs & Alhambra                              |                  | 115.92             |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
|       | 14225799 071320 |        | 07/13/2020       | Annex - Sierra Spring - Water Svc                      |                  | 59.71              |
| Check | 7266038 071020  |        | 07/10/2020       | Water Cooler Rental and Replacement Water              |                  | 56.21              |
|       | 07/31/2020      | 95646  | Accounts Payable | TechRx Technology Services                             |                  | 26,896.17          |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
|       | 8684            |        | 07/22/2020       | Purchase of 2 PowerEdge R740 Servers                   |                  | 26,896.17          |
| Check | 07/31/2020      | 95647  | Accounts Payable | Underground Service Alert                              |                  | 993.94             |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
|       | 2020120045      |        | 07/22/2020       | 2020 Membership fee                                    |                  | 993.94             |
|       | 07/31/2020      | 95648  | Accounts Payable | United Site Services                                   |                  | 243.09             |
|       | Invoice         |        | Date             | Description                                            |                  | Amount             |
| Check | 114-10662809    |        | 07/17/2020       | Toilet Rentals - Corner Beach Rd - De Forest           |                  | 243.09             |
|       | 07/31/2020      | 95649  | Accounts Payable | Valley Saw & Garden Equipment                          |                  | 229.04             |

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Marina, CA LIVE

# AP Check Register 07-31-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/31/2020

| Type  | Date        | Number | Source           | Payee Name                                                    | EFT Bank/Account | Transaction Amount |
|-------|-------------|--------|------------------|---------------------------------------------------------------|------------------|--------------------|
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
| Check | 240763      |        | 07/20/2020       | Airport Weedeater Supplies                                    |                  | 229.04             |
|       | 07/31/2020  | 95650  | Accounts Payable | Verizon Wireless                                              |                  | 1,610.46           |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 9858984081  |        | 07/18/2020       | Cell Phone Service/Admin 6/19 thru 7/18/20                    |                  | 38.01              |
|       | 9858994452  |        | 07/18/2020       | Cell Phone Service/Patrol 6/19 thru 7/18/20                   |                  | 146.67             |
|       | 9858927655  |        | 07/18/2020       | Cell Phone Service/PD 6/19 thru 7/18/20                       |                  | 1,425.78           |
| Check | 07/31/2020  | 95651  | Accounts Payable | W.W. Grainger, Inc.                                           |                  | 874.63             |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 9579042129  |        | 07/02/2020       | 2 Replacement Ground Cable Return Reels for Fuel Farm         |                  | 676.74             |
|       | 9581991180  |        | 07/07/2020       | First Aid Cabinet - Corp Yard                                 |                  | 197.89             |
| Check | 07/31/2020  | 95652  | Accounts Payable | Wald, Ruhnke & Dost Architects, LLP                           |                  | 2,632.50           |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 2008501     |        | 06/30/2020       | WR&D: QLP 2007 Dunes Barracks Stabiliza (06/01/20 - 06/30/20) |                  | 2,632.50           |
| Check | 07/31/2020  | 95653  | Accounts Payable | WRA, Inc.                                                     |                  | 14,996.36          |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 28263-39858 |        | 06/30/2020       | Professional Services - CalAm Project                         |                  | 14,996.36          |
| Check | 07/31/2020  | 95654  | Accounts Payable | Xerox Financial Services                                      |                  | 239.26             |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 2204577     |        | 07/28/2020       | FD Monthly Copier Charges - 07/17/20 - 08/16/20               |                  | 239.26             |
| Check | 07/31/2020  | 95655  | Accounts Payable | Zoom Imaging Solutions                                        |                  | 74.84              |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 2230393     |        | 07/15/2020       | Maintenance Contract - 04/17/20 to 07/16/20                   |                  | 74.84              |
| Check | 07/31/2020  | 95656  | Accounts Payable | Zustan K-9 Services                                           |                  | 250.00             |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 332373      |        | 07/23/2020       | K-9 Maintenance & Development Training July 2020              |                  | 250.00             |
| Check | 07/31/2020  | 95657  | Accounts Payable | Vision Service Plan                                           |                  | 1,893.23           |
|       | Invoice     |        | Date             | Description                                                   |                  | Amount             |
|       | 07-01-20    |        | 07/01/2020       | 103 - Vision EE*                                              |                  | 1,894.06           |

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Marina, CA LIVE

AP Check Register 07-31-20

Bank Account: 905 - Chase - Checking

Batch Date: 07/31/2020

| Type                         | Date      | Number | Source     | Payee Name               | EFT Bank/Account | Transaction Amount |
|------------------------------|-----------|--------|------------|--------------------------|------------------|--------------------|
| 905 Chase - Checking Totals: | 07-01-20. |        | 07/01/2020 | VSP Adjustment (07/2020) |                  | (0.83)             |
| Checks:                      |           | 72     |            | Transactions: 72         |                  | \$281,613.73       |

Marina, CA LIVE

# SA Check Register 07-24-20

Bank Account: 921 - Chase - Successor Agency  
Batch Date: 07/24/2020

| Type                                                | Date       | Number | Source           | Payee Name              | EFT Bank/Account       | Transaction Amount |
|-----------------------------------------------------|------------|--------|------------------|-------------------------|------------------------|--------------------|
| <b>Bank Account: 921 - Chase - Successor Agency</b> |            |        |                  |                         |                        |                    |
| EFT                                                 | 07/24/2020 | 46     | Accounts Payable | Richard B. Standridge   | 121042882 / 8312012522 | 142.50             |
|                                                     | Invoice    |        | Date             | Description             |                        | Amount             |
|                                                     | 20-15 SA   |        | 07/17/2020       | Services 07-06/07-16-20 |                        | 142.50             |
| 921 Chase - Successor Agency Totals:                |            |        |                  |                         |                        | \$142.50           |
| EFTs:                                               |            |        |                  |                         |                        |                    |
|                                                     |            | 1      |                  |                         |                        | \$142.50           |

Transactions: 1



# DRAFT

Agenda Item: **8b(1)**  
City Council Meeting of  
August 5, 2020

## MINUTES

Thursday, May 21, 2020

6:00 P.M. OPEN SESSION

**SPECIAL 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**

Council Hall  
211 Hillcrest Avenue  
Marina, California  
Telephone (831) 884-1278 - Fax (831) 384-9148  
E-Mail: [marina@cityofmarina.org](mailto:marina@cityofmarina.org) Website: [www.cityofmarina.org](http://www.cityofmarina.org)

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

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

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

### PARTICIPATION

You may participate in the City Council meeting 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. If you are unable to participate in real-time, you may email to [marina@cityofmarina.org](mailto:marina@cityofmarina.org) with the subject line "Public Comment Item#\_\_" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." 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](http://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](http://www.cityofmarina.org) subject to City staff's ability to post the documents before the meeting

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)  
  
MEMBER PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*
  - a. City Council to provide direction to City staff on writing a letter to Monterey County stating the City's official position regarding the County considering pursuing a variance following the State's guidelines to allow re-opening of businesses more quickly than the State's Stage 2 roadmap allows.

City Manager Long introduced County Administrative Officer Charles McKee.

Charles McKee, there is a process now where we are looking at what's called a variance to move more quickly through what's called Stage 2 of the Governor's roadmap to resilience.

Background:

The County's Shelters-In-Place Order first came in mid-March and shortly thereafter the State issued their Shelter-In-Place Order. Both the State Health Officer and the County Health Officer have independent powers to issue such orders. There are some counties throughout the state that never issued their own Shelter-In-Place Order from their health officer, they just relied on the State completely. There are other that had issued their own Shelter-In-Place Order through their health officer and then have since rescinded or let them expire and then are slowly following the State's health officer's orders. The advantage of having a local health officer's orders is you can tailor it to somewhat of your own metrics and issues locally. Obviously, the downside to that is that it would take more heat and as you were asking Layne about the pressure I think most people who have followed this would recognize that Dr. Moreno is doing what he believes is in the best health interest of Monterey County.

The process now is that if you want to follow the State's roadmap you can do that. You can wait until the State says everyone's ok to open up different businesses within the Stage 2 or Stage 3 and Stage 4.

**Stage 1** was the lockdown; you're getting containment and the concern about how do we control this thing?

**Stage 2**, they change their analysis to look at "risk base" analysis and say what is a risky business, what is not a risky business? Stage 1 just allowed essential workers. Now we're looking at what could be more broader categories.

**Stage 3** will be even broader where they say these are potentially more riskier businesses, but we think we've got it under control until we can move there.

**Stage 4** is the release of everything and winding down and opening up completely. The way the Governor has outlined Stage 4 is that would only happen if we have either a vaccine or medications that clearly cover us in Stage 4 and protect us. That would be the time when he would start allowing the big mass gathering to concerts and sporting events.

Stage 2, back to that point is some of the things we've already looked at opening up here. The golf, the construction industry. Others have included in their dog grooming and things like that. we haven't gone there yet because we have a Local Shelter-In-Place Order that hasn't allowed it.

The next Phase if we were to get a variance would be to move into things like indoor retail shops, right now we are allowing curbside retail, dog grooming and restaurants, that's the next piece in the variance for Phase 2. To get to a variance to Phase 2 originally there were some very high metrics and the County of Monterey wasn't going to make it and the first round there was 23 counties that made and they were all small and some had very few cases that were impacting their counties. Monterey County wasn't there at that point and we were not going to make our death metric or new case metric at all, we weren't close.

This past Monday the Governor changed the metrics and criteria and the big change for us was allowing for 25 new cases for the past 14-days per 100,000 population and that's a metric we can meet. That was the big mover for us so, that started on Monday and made us look at all the different pieces that we have to have in here. They also changed it from individual hospital surge metric where you had to have a 35% surge capacity an individual hospital to more of a hospital systems surge capacity. We've got letters from all our hospitals now to confirm that they can meet the surge capacities both in total beds, ICU beds, they can meet it individually and good to go.

The other sticking point was the skilled nursing facilities, making sure they had all the PPE and the sanitation materials and that they could get it without relying on the State, that was a key metric there. We have a 75% of our skilled nursing facilities are able to meet that right now and we have a plan to get the other 25 in compliance.

With that said, Dr. Moreno has to fill out an attestation form that says we're going to meet these criteria and one of those pieces is that we have community outreach and meeting with community members, one of which is all the cities we're talking about here trying to get what the city's position is and also our neighboring counties and what their positions is. San Luis Obispo already got approved, San Benito has already gotten approved and Santa Cruz is saying they're about a week or two behind.

I shouldn't say approved really, what the State does is they take the attestation for that you submit and they go through it and they look at what they're trying to open and before they will post it they will contact you and say yes we think this is good or no we don't and we'll work some things out. Once they post it, they don't say they're approving it but if you're posted your good to go.

As I said earlier there were 23 that went in the first round when the criteria changed on Monday, now we're up to 41 who have had their attestation and plans posted. They have to also include what is their opening plan, how they're going to do it? Are you just going to say everybody is good to go or are you going to roll it out in anyway and are you going to have restrictions? The key piece I think for any jurisdiction and public health criteria is what are you going to do if you backslide? Do you have a plan if you backslide? What are your metrics to determine if you backslide? If you exceed a certain number of deaths in a 14-day period, or 2-day period or new cases or if your hospitals suddenly run out of PPE.

As I've said to other groups and said to the media is, we've done a really good job here in Monterey County. I saw a great truck here today that my predecessor Lew Baughman kind of pulled together from Johns Hopkins to show agricultural counties in California and its dramatic how much better we are than the other Ag. Culture counties and they are pushing their variances as well. What are we going to do as a county if we start backsliding and the impact on everybody's psyche and the impact on the business community if we have to start rollback restrictions, I think is going to be really hard?

I think everybody knows the tremendous pressure on you, on the BOS, on every city council, on me, on Dr. Moreno to say come on this is crazy now. We've been at this for 2-months "free our people".

The Tuckbox in Carmel, a restraining order was issued today but was not signed so the Tuckbox decided to thumb its nose and keep operating today despite what the superior court ordered today at the request of the District Attorney. It would be interesting to see if he really goes and continues to thumb his nose; and if he does and the State gets wind of violations of the State's orders and where the State is they are threatening to withhold funds from cities and counties of state funds that's owed to us.

With that said, we are going to go to the BOS next Tuesday. We're gathering all the documents, letters from hospitals to say they're good to go. Dr. Moreno is working through that chart to make sure he can check off all the boxes and attest to meeting all the guidelines. He has to have a revised Shelter-In-Place Order to go at the same time because this Shelter-In-Pace Order right now would conflict with getting the variance and then he has to decide what he's going to do with those businesses that do open up. Is he going to require that they post something on their windows? Is he going to require them to certify that they've met the protocols? Is it going to right a way that everybody is open? One of my concerns is that as soon as it gets posted the media says "oh good we're open for business everybody go for it, which is great for everyone feel great about themselves but we don't want to have a backslide.

So, on Tuesday we're going to ask the BOS what do you want to do, because we have to submit a letter from the BOS and at that time we're going to say or tell the Board where the cities are, those who have responded and as I have requested from each city is a letter saying we support, we oppose or we're neutral and we'll bring that forward to the BOS.

A lot of this is falling on the cities to enforce and we get that. First there was the big thing enforcing it in the ag community and we were working on the education and everybody is working on education and saying we want to educate. We don't want to necessarily arrest you because we really don't want you in the jail plus if you're COVID positive. We get it that your police and your code enforcement and those kinds of folks are being asked to step in and help out with enforcement here because it's really within your cities, so when you're think about whether you want to support, oppose or stay neutral I think that has to be a consideration as how does it impact you as you try to enforce a health officer order that you didn't impose. Even if it's the State Health Officer order you still have to deal with State's Health Officer's order.

Council Questions: Looks like there is a form that is almost complete or most of the variance indicators already have a yes by them from the Health Dept., is that the status where it's almost filled out in a positive way and you expect it to be completed by Tuesday in a positive way so that the Supervisors can say thumbs up if they choose? If you get a variance it doesn't force you to do anything but opens up your sideboards to give you more options based on County status to do what you and Dr. Moreno and the BOS thinks is justified but it doesn't force you to open anything up does it? Can you tell us exactly which kind of businesses would by default be allowed to open? How many people have ben tested in the County? What is the population of the County? Did you say that the Skilled Nursing Facilities are 75% equipped? What time span are we looking at to get the remaining 25% equipped? Of the 6,000 tested in the County are those nose swab tests. Does the County have

any records of any people who have taken the blood tests to determine any antibodies or things like that? what is the criteria in the formula that's being determined whether or not we should open up? Included in the evaluation or decision-making process, are we looking at other cities across the globe, in Europe or other countries that are further in advanced to see if there are lesson to be learned? Is 15% of the homeless equate to 409 in the County? What does EOC and SNF stand for? What is being criteria of protection is required for the non-essential workers? Are there matrix's we should be monitoring or looking at before it gets to the hospital bed stage? Is the city expected to go into its businesses and make sure every business has what's required for a restaurant or a beauty salon? Who's doing the active enforcement as this goes forward? Is that type of enforcement in this variance? How important is for Marina to send a letter of support if indeed Dr. Moreno's decision is not being influenced by politics? Why request letters of support if the decision is not to be influenced by politics? Is it same to assume that Dr. Moreno will be filing the documents to indicate that Monterey County is ready for a variance? If the criteria is you're either ready or not, where does the opinions of politicians come into play in this at all? Shouldn't it simply be we either are, or we aren't? How prepared is our police and fire departments for enforcement of this? Do you think the police department is prepared, along with the Code Enforcement Officer to start going inside new businesses that might be opened by a variance and keeping track of them and responding to complaints about them? CHOMP Blood Mobile goes around for blood purposes, why has the county not set up a situation where the people doing the swabs go to the various cities instead at best having two locations safely placing tremendous burden on the individual to get to the location when they're being told to shelter-in-place? Have we taken tourism into account on the reopening for the cities that rely on it? Is there any kind of documentation or agreement that the businesses will be asked to make not just in being compliant but willing to shut down if need be? Is this something that would be feasible for Marina? Are there indicators or patterns where rouge situations (people flocking to the beaches) are showing increases in transmissions? Testing Supply Chain, if you have to have the capacity to test 75% of your residents and if the demand for those tests is there and you have to close down how are we prepared? Doesn't that argue that we are not prepared for a variance?

#### Public Comments:

- Gino – Thanked the council for all they do for the local community. While I might not be able to function as an essential business and I may not be considered an essential business I get to stay busy because what I do is helps a lot of businesses stay busy and conduct commerce online without having to do business in-house. All for sheltering in place restrictions that have been in place in our community up until now. I'm especially proud of how our community responded to this pandemic. I agree Marina has been very consistent in following the guidelines and I for one am all for that. But I'm also aware of how important it is to protect our fellow at-risk citizens regarding this pandemic. I have many neighbors and I know this is a retirement community and I respect that and I'm grateful for all our community has done, that our city has done and that our county has done but as a local member of our local business community I would encourage the city to focus on what it would take before opening that business community. I've talked to a lot of at-risk business owners who are basically being hurt more at being shutdown than they are by the pandemic itself and I know a lot of that has to do with our guidelines. I for one am all for the guidelines and if we were to open up or open up sooner I for one as a responsible citizen knows that our family needs to shelter in place a little bit longer than some other might have to. But I want to encourage our city to focus on how do we open up rather than how do we restrict? How do we close things down? We need to be focusing on those livelihoods, those people that rely on basic incomes from their jobs that have had none for the past couple of months. They need to get back to work. Some of us like me may not get back to work because we're immune compromised but others may be able to. So, I would encourage our city to look into options and focus on how we open up safely, encourage

our local businesses to open up safely, create new ways of doing business. How do we focus on that? How do we help our county reflect that Marina is not the same as Los Angeles? We're not the same as San Francisco. We are a different community and we're on the verge of coming back up from the ashes after having been shut down. Encourage our city council to consider how do we focus more on opening up sooner for those that need it and how do we help those that are more at risk?

- Bob Badgely – Over the last number of months and looking at the data and information that's been available on the websites regarding this pandemic and the last think I posted was thank you to Monterey County, especially the Monterey County Epidemiologist Christy Mitchi for her presentation as it was reported in the Monterey newspaper for presenting the Covid health data that is so important to this and a thank you to the County Board of Supervisors for incorporating that information into the public policy that they're looking at making. As I mentioned I've looked at the data over a period of time now and put out an analysis of those counties that are closest to our size, an analysis of 5 open counties versus the three closed counties across the central coast and that thumbnail says we fit right in to other counties that have gotten variances and gotten attestations to go ahead and open. I then took a look at this data to kind of update my information and I reassure you that it all looks positive. The new requirement of twenty-five hospitalization new cases per 100,000 population, we could have met that at the highest. Back in the week of April 6-12<sup>th</sup> we had 66 new cases, that was the highest of any given week and it's been 5 weeks since that. Our tests have always been down, less than the 80% that's on the guideline. The new information that I picked up just today was that if you take a look at last week our positives were 2.8% so that's even after opening up all of the drive-through kinds of tests and those kinds of things, a significant increase in the number of tests and the test percentages for positive went down. Our hospital has been looking good. Our peek at the hospital was the end of the week of April 18<sup>th</sup> and we have 26 people in the hospital at that point in time; 5 of them in ICU and since then it's been a lot less than that. I want to encourage that Monterey has done an excellent job at ending the curve and do an excellent job at meeting the challenge of this pandemic and so I would encourage to allow your county to move forward into the next step.
- Elizabeth Plaunt – Marina resident and business owner, I'm all for guidelines and I trust the County's performance for reopening, and I trust that they set those benchmarks that we need to reach before we even start to reopen. However, in my case my business is not considered essential, but this pandemic has highlighted how absolutely vital and lifesaving it is to exercise. And in every single rules and guidelines the County has given us the County repeats that exercise is recommended. So, if there are businesses out there like grocery stores, pharmacies, gas stations that are essential they have been able to stay open obviously because we need them. They have put in place these protective screens, there's more handwashing, there's all these rules that people are getting used to that make sure that we aren't creating a mayhem of new cases by just going grocery shopping right, so it's effectively working what we put into place in the last two months, shelter in place works. Now, how about we apply that to some of those smaller businesses where there's very low touching and low risk of spreading the disease like a business like mine where we can basically be spread out by 10-feet/20-feet from each other if we want and other small business owners that have a shop where they can bring in one or two persons at a time in order to stay in business and continue to provide work for their staff. I believe it's time that we look at how we can reopen while being respectful of peoples' needs to stay safe and while being responsible towards the situation that we have on hand. I think Marina and the County has done a great job at wearing masks and gloves and making sure that when we go out in public, we are safer than we used to be. I believe we should move on to the next step.

- Dawn Alva – Resident and business owner in Marina. Proud of our community. We are mostly wearing masks and taking this very seriously. Of course, this has been a dramatic shift and it affected us some more than others. I can say as a small business owner we are taking one of the greatest hits. I have the opinion that there are many small businesses that could reopen safely. Personal services like hair salons, nails, barbershops, like Elizabeth had mentioned mental health services could maintain mask and limited customers and provide safety. Restaurant could have very limited or outdoor seating and yes, we would have to get creative with parking etc... but if there is something the last two months have shown us is that we can adapt and get creative. I hope that the County will strongly consider moving forward in opening faster than the state guidelines with safety precautions of course. Our county has been very successful in protecting our residents and my belief is that if we start seeing a rise we can go back into a more limited step. If people do not feel comfortable, they should not go out. If a business owner does not feel comfortable, they will not open. I hope Marina will support our business community by recommending supporting the reopening faster than the state with its safety protocols in place.
- Kevin Dayton – Monterey Peninsula Chamber of Commerce Government Affairs Liaison. I think the presentation that you received from Charles McKee today and the discussion you had was outstanding and those were good questions and also it was good seeing and hearing about a lot of material about what the county is doing that isn't presented at the Board of Supervisor's meeting, in fact I learned a lot more in watching this City Council meeting this evening than I have watching the County Board of Supervisors meetings. The Monterey Peninsula Chamber of Commerce wants to encourage you to send a letter in encouraging the Board of Supervisors to send to the Governor the attestation that the County is ready to move to the next level of Stage 2. Some of you may have seen that a coalition of business organizations called Monterey County Business Alliance of which the Marina Chamber of Commerce has been interacting with to some extent put out a report of protocols and general philosophies about reopening called Restoring Commerce While Protecting Lives. It's very focused on making sure that businesses open that are able to comply and are willing to comply under standards that have been set by various health experts. If you've seen this report that was put together, I think that you'll find that it matches very well with the letter that all five of you signed that is in Voices of Monterey Bay. I think if you do send a letter to the Board of Supervisors recommending them to go forward with this step you should adopt the same language and philosophy that's in that letter you signed into the letter you send to the Board of Supervisors. It's responsible, thoughtful and a good balance. Thank you very much for working on this.
- Cristina Median Dirksen – Thanked everyone for the work they have been doing during the chaotic time. I have observed Marina businesses frequently as a person who's doing most of the shopping around here and I have to give a kudos to the businesses and residents for keeping good on masks and adhering with the distancing. Thank you to the city for getting the word out to the businesses, the code enforcement officer that's been hired, the Chamber, Kathy Biala for going to the stores to the Mon and Pops letting them know what the rules are. Yes, we can move to Stage 2 carefully, like Gino those with compromised systems are going to be careful and have other people continue to do their shopping for them and we do need to support that, which is a question what are we doing for the seniors that should be staying home but instead are venturing out? The mailer that the city recently sent with the resources was critical, thank you for doing that. I think we can move to the next stage carefully with adherence to rules to the masks, social distancing and we must definitely support our Marina businesses. As a family I love to cook but my family like to eat out and we have been doing a whole lot more of that and it's ok because I want to support our businesses. They need to be here, and we need to support them. So, I'm supportive of a careful opening as we all are and just a reminder to everyone if you don't need to go out, don't go out.

- Brian McCarthy – You obviously have a very important decision to make tonight and I know you'll make the right one. Wanted to share my perspective on this word "mutual" I keep hearing. When I hear that word I personally keep hearing if you chose that word that you would not be supporting either side of a debate and don't have a strong position and frankly, I think nothing can be farther from the truth. In fact, I guess you could actually support both sides very strongly. Maybe I'm over analyzing the nuance of the English language but I would hope that if you decide to go down that route and I'm not advocating for that but you may avoid the word mutual and write a really carefully crafted letter explaining your position using some other word other than that.
- Grace Silva-Santella – I am a small business owner and have been for 38-years with my husband and I can honestly tell you that unless you have had your business shut down through this you really can't begin to imagine the stress, the financial impact that the shelter-in-place order has put on small business owners. Fortunately for me this most recent change did allow us to get back into our business. Why would this next phase allow for dine-in restaurants but not pet grooming? Why would this next phase allow for dine-in restaurants where I assume people who are not from the same household could share a table but not allow for hair salons? Why construction and not car washes? Mr. McKee also mentioned that 75% of the people out there are supporting this continued shelter-in-place (nationwide) but I'll remind you that those who qualified for unemployment are receiving \$600 more a week in pay and those who are able to work from their homes are still generating income. The people who are putting pressure for some changes now are those who are financially having a very difficult time keeping their businesses running. It is on you as elected officials to keep in mind what is happening to your city revenue and the businesses. It's your responsibility to keep in mind lost tax revenues. The other thing that I think is going to be critical is as we start to reopen businesses but that schools remain closed; you're going to have a large number of latch-key children and I'm very concerned about that. There's absolutely as Mr. McKee mentioned, there has to be some kind of signage. I've seen a road construction crew on Rio Road that has a big sandwich sign that talks about the kind of implementation of their social protocol their putting in place and also, I would urge you to start looking at portable wash stations.
- Kathy Biala – This is a difficult discussion and I'm glad I've listened to the whole context. I'm a great advocate for our small businesses and for our Mom and Pop restaurant but I'm also a medical person and very conflicted about this because transmission of the virus affects all of us and that includes what we do with businesses. Although I know the variance and the reopening will be determined by legislative bodies based on numbers and statistics about population, I have to ask does each business have enough surface sanitizing supplies and are these really on the CDC's approved list and how are they using it? How are they going to sanitize the front doors where people come in and out? Or bathroom doorknobs and sink handles after each customer use? How are they going to sanitize the things that are on the table for common use? Is there going to be testing for employees like temperatures etc.? Are the people coming into the restaurant going to be compliant and what of our enforcement? How is it that the waiters who have to break social distance themselves while taking orders and delivering their food? What about people eating who will have to remove their masks to eat? These are things that statistics won't necessarily ensure that these are done. As you know there's lots of countries now that have reopened and are now having to go back. I don't want us to just be thinking about economic stability because I don't think we can have economic stability if we have an unhealthy population. We also have a lot of unknowns about this virus. Every day we're learning more. We're trying to test more and more but we don't know the lag times between acquiring the virus and testing positive or the risk of exposure when people don't even know they have the virus. Now the State will determine based on their assessment about when it's fine to reopen. I think that this is a difficult decision but I also know that death is one of the demonstrated consequences and our country is now approaching a hundred thousand deaths and so that is a concern we should never ignore, even at our local levels.

**Delgado/Urrutia: that we send a letter to county similar to the Pacific Grove's letter which says how important it is to balance the public health and maintain the public health as a priority but allow the variance to go through to give county medical experts the ability to dictate to some extent which businesses open and under what circumstances they do that.**

Mayor modified his motion: that Council Member Morton and I have a chance to look at the City's letter and that we add to the letter that we:

1. emphasize we want Dr. Moreno to consider which criteria would retract business allowances/retract those relaxations that are being considered. So, we know metrically, quantitatively what would do that.
2. that we endeavor to build a standard that protects out health while allowing businesses to safely operate.
3. Replace the word *fully* to *generally* on the first line of the Pacific Grove's letter.

Council Member Urrutia: seconds still holds

#### **Final Motion**

**DELGADO/URRUTIA: THAT WE SEND A LETTER TO COUNTY SIMILAR TO THE PACIFIC GROVE'S LETTER WHICH SAYS HOW IMPORTANT IT IS TO BALANCE THE PUBLIC HEALTH AND MAINTAIN THE PUBLIC HEALTH AS A PRIORITY BUT ALLOW THE VARIANCE TO GO THROUGH TO GIVE COUNTY MEDICAL EXPERTS THE ABILITY TO DICTATE TO SOME EXTENT WHICH BUSINESSES OPEN AND UNDER WHAT CIRCUMSTANCES THEY DO THAT; AND THAT COUNCIL MEMBER MORTON AND I HAVE A CHANCE TO LOOK AT THE CITY'S LETTER AND THAT WE ADD TO THE LETTER THAT WE:**

1. **EMPHASIZE WE WANT DR. MORENO TO CONSIDER WHICH CRITERIA WOULD RETRACT BUSINESS ALLOWANCES/RETRACT THOSE RELAXATIONS THAT ARE BEING CONSIDERED. SO, WE KNOW METRICALLY, QUANTITATIVELY WHAT WOULD DO THAT.**
2. **THAT WE ENDEAVOR TO BUILD A STANDARD THAT PROTECTS OUT HEALTH WHILE ALLOWING BUSINESSES TO SAFELY OPERATE.**
3. **REPLACE THE WORD *FULLY* TO *GENERALLY* ON THE FIRST LINE OF THE PACIFIC GROVE'S LETTER**

**4-1(O'Connell)-0-0 Motion Passes by Roll Call Vote**

4. **ADJOURNMENT:** The meeting adjourned at 8:30 pm

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Anita Sharp, Deputy City Clerk

ATTEST:

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Bruce C. Delgado, Mayor



# DRAFT

Agenda Item: **8b(2)**  
City Council Meeting of  
August 5, 2020

## AGENDA

**Wednesday, June 10, 2020**

**6:00 P.M. Open Session**

**ADJOURNED 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**

Council Chambers  
211 Hillcrest Avenue  
Marina, California

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

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

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

### **PARTICIPATION**

You may participate in the City Council meeting 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. If you are unable to participate in real-time, you may email to [marina@cityofmarina.org](mailto:marina@cityofmarina.org) with the subject line "Public Comment Item#\_\_" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." 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](http://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](http://www.cityofmarina.org) subject to City staff's ability to post the documents before the meeting

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: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3.      ~~CLOSED SESSION: As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers Milias-Brown Act representative.~~

~~a. Conference with Legal Counsel, two cases of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey, Monterey County Board of Supervisors, County of Monterey Groundwaters Sustainability Agency, California Department of Water Resources (DWR), and Director Karla Nemeth in her official capacity; Monterey County Superior Court Case No. 19CV005270; (2) City of Marina v. RMC Lonestar, RMC Pacific Materials, LLC, California American Water Company; Marina Coast Water District and Monterey County Water Resources Agency real parties in interest; Monterey County Superior Court Case No. 20CV001387.~~

~~b. b. Conference with Legal Counsel, anticipated litigation — significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956.9: three potential cases.~~

~~c. Real Property Negotiations~~

~~i. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042~~

~~Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey~~

~~Property Negotiator: City Manager~~

~~Terms: Price and Terms~~

~~6:00 PM RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION~~

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

5.      SPECIAL PRESENTATIONS:

~~a Samuel (Sam) Minorini Retirement Proclamation~~

~~b Recreation Announcements~~

6.      SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: ~~Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a~~

~~future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. 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.~~

~~7. **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. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.~~

~~8. **CONSENT AGENDA:** Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.~~

~~a. **ACCOUNTS PAYABLE:**~~

- ~~(1) Accounts Payable Check Numbers 95090-95171, totaling \$1,523,763.49~~
- ~~Accounts Payable Successor Agency Check Number 47-48, totaling \$11,937.50~~
- ~~Wire Transfers from Checking & Payroll for April 2020 totaling: \$578,596.11~~

~~b. **MINUTES:**~~

- ~~(1) May 19, 2020, Regular City Council Meeting~~

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

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

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

~~f. **ADOPTION OF RESOLUTIONS:**~~

- ~~(1) City Council consider adopting Resolution No. 2020, approving estimated cost for service for calendar year 2020, Fourth of July activities and; setting cost recovery surcharge at six and three quarters (6.75%) percent for calendar year 2020 pursuant to Marina Municipal Code Section 15.32.580.~~
- ~~(2) City Council consider adopting Resolution No. 2020, authorizing the Mayor to sign a letter of support on behalf of the City Council supporting SB1 State Route 156 Grant Submission by Transportation Agency for Monterey County (TAMC).~~
- ~~(3) City Council consider adopting Resolution No. 2020, waiving the competitive bid process for fencing installation at the Arts Village Building; and finding that the bidding process performed by the Transportation Agency for Monterey County (TAMC) justifies waiving competitive bidding requirements; and accordingly, adopt finding that further competitive bidding would be unavailing, would not produce an advantage, and would not be in the public interest in view of the process followed by TAMC; and accordingly designating A1 Fence, Inc. of San Jose, CA as the City's fencing contractor for the Arts Village Fencing Project.~~
- ~~(4) City Council consider adopting Resolution No. 2020, authorizing application for, and receipt of, Local Government Planning Support Grant Program Funds~~

~~to support the Environmental Impact Report for the Downtown Vitalization Specific Plan with any remaining funds to be used toward General Plan Phase One updates or the adoption of an ordinance regulating accessory dwelling units.~~

~~g. APPROVAL OF AGREEMENTS: None~~

~~h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None~~

~~i. MAPS: None~~

~~j. REPORTS: (RECEIVE AND FILE):~~

~~k. FUNDING & BUDGET MATTERS: None~~

~~l. APPROVE ORDINANCES (WAIVE SECOND READING):~~

~~(1) City Council to waive read by title only and waive reading in full and to consider second reading and approval of Ordinance 2020 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).~~

~~m. APPROVE APPOINTMENTS: None~~

~~9. PUBLIC HEARINGS:~~

~~a. City Council open public hearing, take any testimony from the public and consider adopting Resolution No. 2020 , confirming diagram, assessment and ordering levy of \$180.78 for FY 2020-21 assessment for Cypress Cove II Landscape Maintenance Assessment District, and; authorizing City Clerk to file certified copy of diagram and assessment with the Monterey County Auditor Controller prior to August 1, 2020.~~

~~b. City Council open public hearing, take any testimony from the public and consider adopting Resolution No. 2020 , confirming diagram, assessment and ordering levy of \$182.42 for FY 2020-21 assessment for Seabreeze Landscape Maintenance Assessment District, and; authorizing city clerk to file certified copy of diagram and assessment with the Monterey County Auditor Controller prior to August 1, 2020.~~

~~c. City council open public hearing, take any testimony from the public and consider adopting Resolution No. 2020 , confirming diagram, assessment and ordering levy of \$77.14 for FY 2020-21 Assessment for Monterey Bay Estates Lighting & Landscape Maintenance Assessment District, and; authorizing city clerk to file certified copy of diagram and assessment with the Monterey County Auditor Controller prior to August 1, 2020.~~

d. City Council of the City of Marina Open a Public Hearing, Take Public Testimony, and Consider Planning Commission Recommendation Applications for Conditional Use Permits to Operate Combined Adult-Use and Medical Commercial Cannabis Dispensaries at 3016, 3100, 3112-3114, and 3170 Del Monte Blvd. and 234-242 Reservation Road (Exempt from CEQA per Section 15301).

Council provided further disclosures:

Mayor Pro-Tem Morton: drove by the sites since the last meeting. Only communications are public emails which came through our city clerk

Mayor Delgado: Nothing new to report

Council Member Urrutia: Nothing to report

Council Member Berkley: Nothing to report

Council Member O'Connell: Nothing to report

Robert Rathie, Assistant City Attorney – Based upon the emails I think it would be appropriate now to state that I know there has been a great deal of concern and interest expressed in the community about displacement of businesses and business displacement in this context for this matter is not a factor the council can use as part of its criteria in making a decision to grant or to deny a use permit to any of the applicants tonight. Part of the application process, all the applicants were required to secure commitments from their “landlords” and all of them were able to do that satisfactory. That was taken care of in the application process.

Mayor asked Assistant City Attorney: So, it would not be appropriate from a legal standpoint for us to use business displacement to grant or deny an applicant tonight? Is there any other information such as matrix information or anything else that we're going to introduce into the record tonight?

Robert Rathie, Assistant City Attorney – Based on the emails tonight I think it would be appropriate now to state that I know there has been a great deal of concern and interest expressed in the community about the displacement of businesses and business displacement in this context for this matter is not a factor that the council can use as part of its criteria in making a decision to grant or to deny a use permit to any of the applicants tonight. Part of the application process all the applicants were required to secure commitments from their in some cases landlords, most cases landlords and all of them were able to do that satisfactory. So, that was taken care of in the application process.

Council Questions to Staff: With the improvements at the gas station/Higher Level such as sidewalk, landscape, gutter would those connect in staff's opinion to any future Del Monte Avenue extension projects or any other projects in that vicinity or would they not be compatible? Regarding Stiiizy presentation where they committed to hire 100% locally, what is the definition of locally? Is it within 5-miles or what it based on the criteria of Marina resident? How did that compare to the other applicants? Non-Profit Criteria - Was there a scoring rating as to nonprofits that were based in the city of Marina benefiting local Marina versus county-wide non-profits? Safety Plans – Are there any other considerations that council should be looking at for the general welfare and health of our community that were not within the scope of that review? HdL Report, Statement on “current market on cannabis places on the Peninsula” – can you reference what report that was and share that statement for us and also the date of that statement? Since the date of that statement have the number of dispensaries been reduced in the community or increased? Would square-footage be something that we would need to consider in how many conditional use permits we issue? Do we normally deny or consider denying applicants for businesses because we think that the market might be different than they think the market is? if we have more applicants than slots, what would be the logic of denying more applicants than we need to because we think the market may not be as strong as the applicants think it is? Would it benefit in your opinion our Downtown if we were to approve some of these that have to improve their property with curb, gutter, landscaping, removal of gas station infrastructure, that they would make those improvements and then if they mis-interpreted the market and they were not to be a successful business and went out of business, would we be ahead of where we are today with those improvements and an empty business or would we be behind with an approved infrastructure and a vacant business or ahead of where we are now with occupied but no improvements? Given the three that would need substantial improvements are they consistent with the vision of our Downtown revitalization or are they inconsistent with it? If we required a specific plan and some other things that go along with it would any of these three would that likely delay them some significant amount of time and expense? And that has not been the direction to date from the time of the application until tonight? Were they given the indication that their submitted plans would be adequate as far as the planning department and planning commission were concerned? Mortimer's Location – feasibility of shared parking, does staff have concerns about the lack of determination as far as feasibility of shared parking and is that needed to make this project compliant with our parking requirements? Is the Mortimer's site actually big enough to cure the site for customer parking if they park their employees offsite?

How does planning staff look at that or is it an impossibility or a frustration of purpose there on that property? Does the parking behind the building serve as parking for all of the businesses on that lot? Would it solve their shared parking if they were able to get a contractual commitment from the Grange parking? Are all the applicants in compliance with what will be our Downtown Vitalization? Do we know when the Downtown Vitalization Plan is anticipated to be approved? Once they've met all the criteria prior to the approval of it, then once it's approved, they are not required to make any additional changes in compliance with the Downtown Vitalization Specific Plan, correct? The conditional use permits are for one year, correct? Does the one-year commence from the date they open their doors or date of approval? When does the one-year measure from? If there is a change in the general partner of a business is there a new application process or do you just vet them to make sure they are in compliance? What's the city's recourse if a cannabis retailer closes its doors after one-year and have not done or completed the required offsite improvements?

Council Questions to Applicants: Sal Palma, Higher Level – What Teamster Local did you sign a Labor Peace Agreement with? Who is your contact with at the Teamsters? General question to all applicants – is a Marina resident part of their Ownership Group? Would any of the developers be willing to commit in an agreement to pay prevailing wage to the construction labor that are doing their tenant improvements and or any offsite improvements?

Public Comments:

- Sal Cardinale – Owner of 3170 Del Monte Blvd. I've owned my property since 1978. Mr. Pecho, one of the representatives for the applicants, asked me if I had any debt or mortgage on the property. I then asked him why is having, or not having a mortgage on the property important? He told me if I had a loan on the property held by a federal bank, the bank will ultimately find out about cannabis tenants on their mortgaged properties. Federally backed lenders will protect their interests and will object to a cannabis tenant. I've been fortunate to be part of the Marina community leasing my property to small businesses over my 4 decades of ownership. The applicants have been very transparent with their plans with me, as well as with our residential and business neighbors, with a majority supporting the proposed use. The applicants early on even had the consideration and decency to offer relocation to the owner of the beauty salon, even though legally, they weren't required to do so. I have earned through my hard work and investment the distinction to make that decision by doing the right thing as good property owners do over the years, and a decision I hope the City Council and City Staff takes into consideration. From my understanding the applicants have reached an agreement with the beauty salon for relocation assistance allowing the owners to remain in the Marina community. Their transparent approach in dealings with the community and stakeholders in a considerate and collaborative approach. I think the choice is pretty clear. Thank you all and City Staff for your time and consideration on this important matter.
- Nan Dillon – Does not support any cannabis locations on Del Monte. It does not set tone there. There are a lot of problems with the buildings there and the parking. Likes the location for Element 7, they have a lot going for them. They have a nice building and parking. I think any other buildings that want to come in they might want to look at all the empty space that is down on Reservation right now because there is so much parking there.
- Sandy – Appreciates Mayor Delgado's concern that Marina may not be ready for all three conditional permits to be given all at once at this time. Having all three cannabis stores all at once will create a spike in crime and traffic that will be unprecedented. This will be against the voter's intent in allowing the cannabis industry to enter into the Marina market. Marina is a sleepy town with mainly families and retirees. Cannabis stores will attract nonresident customers who don't care about the wellbeing of our city and residents and especially with the budget cuts on the police

force I think it would be difficult to support one if not three cannabis stores. Strongly urged the council to just grant one if at all and see first if in the first year see how it does before renewing or granting any additional permits. This will put an intense burden on Marina resident's safety and wellbeing. I don't think this was the intent of the voters in allowing all three to come in all at once.

- Cesar Lara – Speaking up on behalf of three applicants, Pacific Roots, Element 7 and the Shryne Group. The three applicants I spoke about do have those labor peace agreements. The City Council should not be fooled. A good way to allow good jobs with a voice at work is to have a union shop. There are three applicants that meet that requirement and we ask the City Council to support it. Concerned about the presentations by those who said they had conversations with the Teamsters. To be open and transparent, I come from the Teamsters Union and called the president of the local Teamsters Union while this meeting was going on to check in and he said no one has talked to him and he's the local union for the Teamsters. Asked the council to uplift good jobs in Marina for the residents of Marina. The applicant that is moving into the Mortimer's building has reached out to me on the construction and I will continue to be working with them to make sure that it is a union construction that is done at that site. We understand that the Mortimer's location in particular in the Downtown plan is an area that needs to be improved on and that applicant has assured me and spoke about it that this is an important element to their work as well. Wants to make sure that the council doesn't get fooled and a good way to ensure good local jobs is to ensure that workers have a voice at work. One of the best ways to do that is with contract agreements.
- Daren Dillon – Liked all the applicant presentations, they were very well done. Thinks that of all the business proposals the bottom line is kind of what can it do for Marina? Tax base is one of them for consideration. All these businesses had walk-ins, some of them had distribution and I think you limited production. All of them cannot be in productions, correct? Of the applicants that gave presentations, Element 7 I liked. I liked Higher Level, and these are the order in which I liked them, Beyond Hello, Stiilzy, Pacific Roots. I would like to know, and I didn't get a good picture of the history of each one of these operations and how long they've been around that would kind of give you a better feel for how stable these are. In terms of Del Monte, coming into Marina I don't think it's a good idea to put a bunch of them in a row otherwise Marina would look.... Maybe not packing them in, maybe at opposite end of Del Monte might work. Element 7's location is a perfect spot.
- Rafael Garcia – The public was not well informed about the address for the commercial property to be used for the dispensary was Michi's. During the first rounds of scoring Marina Trading Company, the applicants that are seeking the Michi's location scored low on their security plan and later merged with another applicant with a higher score. There are three that had a perfect score and have committed to improving existing locations. Pacific Roots with their proposed dispensary at the Mortimer's location as it stands out will be improving parking, updating sidewalks and their investment in that building would be revitalizing, which has been needed for a long time. Higher Level of Care Marina, their dispensary proposed on Del Monte that location is valid as well and is in much need of revitalization. Element 7 Marina is proposing to attract other businesses by improving their storefront. Another important point is two of these three applicants have showed their commitment to the people of Marina by establishing their relationship with the local unions early on in the process, Pacific Roots and Element 7. Two of these three applicants have shown the commitment to the community by establishing a relationship with local union process and understand county counsel earlier comments regarding the council not basing their decision on the fact that businesses will be displaced and that criteria is not part of the planning process, however the people of this community have clearly spoken on the position of displacing current businesses.

- Gerry Taylor – 50% owner of the Mortimer’s complex. The parking regulation issues I’m sure if we had a chance to sit down with the city planning commission, we could solve the issues. Eliminating all the parking in the front would put the liquor store, the beauty shop, the flower shop, the design shop and the Mexican restaurant totally out of business. I don’t think the city wants to do that. If we had a chance to sit down with the planning commission, we could come up with a solution to the parking problem. There’s parking behind the building, the Motel has parking and I’m sure we could resolve all those issues with the parking. The complex has been by my family for over 30-years. It’s sad that the city would consider shutting down all of those businesses because of the parking but I think if we could sit down with the city, we could resolve the parking. I understand that backing out of a parking spot is not ideal, but those parking spaces have been backed out of for 30-years and I don’t know of any accidents that have happened. Believe there’s plenty of room behind those parking spaces to turn before you hit the street and get out of there. So, if we got a change I sure we could solve the parking issues with the city.
- Joey Espinoza, Pacific Roots Applicant – We will be supporting local nonprofits and community organizations in fact we have already contributed to several them. Working with local suppliers is a fundamental part of the business and being a local application, we have many connections to existing cannabis companies that will be able to supply our shelves. As permits for cultivation and manufacturing begin to open in Marina, we will be welcoming them with open arms to do our best to keep our local supply chain as local as possible. Two of our partners have existing operating dispensaries in southern California which gives our group experience operating a cannabis business. Wanted to reiterate that Pacific Roots scored in the top three, 35 points out of 38 before amending and became tied for first after combining applications. This is significant because HdL was the expertise hired by the City and they scored the application within the top three both times. I understand that displacing businesses may not be a formal judgement tool however, it was something we considered in choosing location and our commitment to significantly improving our site is a special benefit that will be good for the city for years to come. The situation with parking is one that existed before us and we are ready to partner with the city to fix this. I’m not sure how many businesses are capable of improving these existing issues, but we are and are happy to work with the city to be consistent with Marina’s vision of revitalization.
- Kathy Biala – At the May 14<sup>th</sup> Planning Commission meeting I discovered that the application for Marina Trading/Beyond Hello cannabis site was listed as only 3112 Del Monte Blvd. when in fact it would be a combined address of 3112 and 3114. 3114 is the Michi’s Restaurant. They had seen that on the agenda and with that omission they felt that their restaurant was not one of the ones to be displaced. That has since been corrected. I believe that this is an important public comment opportunity that was denied to them. Diva’s customers were able to come and write letters and speak before the Planning Commission and Michi’s was not. Our attorney just said in his opinion that the fact that the cannabis operation displacing a current business in an of itself be can’t be used as a criteria in choosing which of three of five equally qualified applicant for the permit. However, if we use the criteria of financial benefit for the city through city revenues this might be a different consideration. I would ask if the legal counsel sees this as an objective benefit for the general welfare of our city. Surely this can be seen as an objective not a subjective factor. I have been kind of tallying and listening to all the different issues that we might add as a criteria and these are the ones that I have been informally tallying. That we want to see union agreements; local ownership; most complete applications; compliance to the Downtown Vitalization; parking the front safety issues; contributions to general welfare without displacement of current businesses; hiring of local Marina residents; donations to Marina nonprofit organizations. If I tallied those criteria, I come up with Element 7, Higher Level of Care, and Stiizy. Now you have to decide first if you’re going to approve 1 or 2 or 3 cannabis permits.

- Yoshiko Matsushita-Arao – Speaking out against the removal of Michi’s Japanese Restaurant to make room for a cannabis dispensary. Michi’s has been at its current location for over a decade and it easily the best authentic Japanese restaurant on the entire Monterey Peninsula. My family and I frequent it several time a month and it’s a place where family and friends gather. We’ve had many important milestone celebrations held there include birthdays, anniversaries and graduations. The owners Mr. & Mrs. Michoka have done an excellent job with their restaurant and remodeled with they go so busy that they needed a larger space. My family and I were former residents of Marina and even after we moved away this restaurant bring us back to Marina. If you look at their reviews on Yelp, they’re one of the best restaurants you have. I strongly recommend that you allow them to stay at their current location.
- Kristen LaFollette – Would like to speak out in opposition of the proposed dispensary at 3112-3114 Del Mont Blvd. I am a long time Marina resident and an educator and am a patron of both existing businesses. I feel that these are unique long-standing establishments. Not only do they provide vibrancy to the community but their locations where customers form connections with the business owners and with each other. Importantly, Music Zone is the only dedicated music store in Marina. It’s individually owned and operated and has been open for many years and I know personally if they were to be displaced that they would close and not reopen. Both of these businesses deserve city support and not erasure. There are other vacant buildings where dispensaries could go and fill the void that the city needs. I urge the council to support these existing small businesses. I fear that they would not locate new spaces or be able to afford relation especially during the pandemic. I feel that the opportunities that these dispensaries present to the city should not come at the cost to the character of Marina itself.
- Kioko – Owner of Michi’s Restaurant expressed her concerns about having to leave the restaurant site after being there for so long. Due to health reasons was unable to renew a long-term lease with property owner and therefore went to a month-to-month agreement. Asked that she be allowed to continue her business at its current site.
- Makiko Saiga – Spoke on behalf of the owners of Michi’s Restaurant. We have never denied five-years long lease. Mr. Mast said denied but not true. Mr. Mast brought their rental agreement mentioning five-year lease we agreed that term but did not sign immediately because the contract did not allow them to transfer the lease. Before the expiration date of August 31, 2019, we visited Mr. Mast with my friend to postpone the due since my husband had a bad heart condition to consider the contract. I asked Mr. Mast to discuss details and renew the contract after his surgery date on September 3, 2019 and his recovery time. Mr. Mast told us to take care of your husband first and talk about this matter later. But after her husband’s surgery we had a meeting at the Michi’s Restaurant with our son and friend and they were very shocked that the contract switched to a month-to-month. In October 2019 men came to measure the restaurant and Mr. Mast did not mention anything about them belonging to a cannabis dispensary but we could imagine that they were related. Almost three weeks ago during the loan process a man asked me why we needed a loan when we are leaving? This is how the business owners found out that fact. Yesterday a man gave the owners a call as said Mr. Mast wants them out whether the cannabis applicant was approved or not. Please consider city’s approval not to our site. There are other empty places in Marina.
- Alex Miller – Watched Seaside go through their process on cannabis and it was a fascinating process. It went from allowing three to allowing six. I was opposed to that. I thought six was too much for a town of 35,000 people and I don’t want Marina to make that same mistake of having too many and too much act on the cannabis industry. I’ve listened to the business owners today and stand with the business owners. We have plenty of empty buildings around Marina that can be used instead of displacing good businesses and good restaurants. I would also like to point out that when the cannabis industry was opening in Seaside, they said they were going to hire locals, were

going to help the community, and every single one of them stood by their promise. I'm chair of the neighborhood commission for Seaside and we just gave an award to a cannabis shop for improving the building, for their benefits to Seaside. Marina has a lot of opportunity to open some unique businesses and hold them accountable to helping our community and I hope you guys make the right decision. Please don't have too many but we also need to support our businesses as well as the upcoming student body at CSUMB, that needs to be a factor as we incorporate them into some of our businesses and we're going to have a better economy in this part of the coast.

- Patrick Cherry – Really breaks his heart that a restaurant has to get moved out so they can put a pot store in. On the first location, the developer said they were going to take the gas pumps out, I hope the includes the undergrounds fuel cells/tanks because those are just leaking and going into the public water and if someone else wants to come along and take the property over in the future what's the city going to have to pay to do that because they went into some kind of agreement with this developer. It seems like this is a big business because just a few years ago vaping started off and so this is a big business. I think that the law enforcement should have a bigger choice of the locations because they're the ones that are going to have to make sure that everything is on the up and up. I don't know if you guys have a tie breaker system but I think that if you had some type of tie breaking system where you could do this on a video where you flip a coin so everybody would know that the final decision will not be determined by anything other than chance. I understand that this is a big business and it's wanted and needed. The Mortimer location looks like they're going to do the most for the community.
- Brian McCarthy – Submitted a letter for the record. Thinks this is an exciting time and likely one of more applicants is going to walk away with hopefully a viable business that serves our community and guests. Couple of items that was included in my letter was: question about the finding of public necessity and undo concentration in being too close to a park. There is only one location that is within 600 feet of a park and in fact it's within 600 feet of two parks. Commented on the administrative permit that might be required if manufacturing comes in for one of these locations. I hope that an administrative permit includes review by you as the council and or by the planning commission. I think that there are certain things that can't be encapsulated in the city's review process tonight when you're dealing with manufacturing. Signage - The ordinance very clearly says or prohibits anything that describes cannabis and I would hope that includes green crosses. I know the one business owner that has that green cross seemed very interested and I hope he's listening and if he's chosen as an applicant takes a moment and evaluates those public concerns. Appreciates Alex Miller's comments about displacing a business. I too, do not want to see Michi's leave but I have to say that at the time this ordinance was approved this idea of cannabis coming in and displacing businesses was happening. It was happening in Seaside; it was happening all over the nation. Would encourage voters to really carefully think about these kinds of issues before approving or voting for the next ordinance.
- Anthony Lombardi – 50% owner of Mortimer's lot – The complex has been in existence since the 40's, which is roughly 30-years longer than the city being a city. We have made attempts in the past to make improvements to the building and I'm not sure why, but this city has had some other agenda. This opportunity with Pacific Roots and the partnership we're hoping to get into with them is going to be the best opportunity the city has to make an improvement to a city icon. Wanted to clarify some of the misinformation on the parking that Christy mentioned. In the back of the building, the parking lot back there is not encroaching on the commercial spaces. Currently there are about 15 spaces back there that can be reallocated to the commercial businesses and then motel separately and the liquor store separately have 45 and I think we can get as many as 50 spaces over on that side, so the parking is less of an issue than I believe the city is making it out to be. Again, we've been reaching out to the city basically we're willing to work with the city to

make these improvements and make it safe and this is the best opportunity I believe you're going to have in a really long time.

- Scott Nakajima – My family has been going to Michi's Restaurant for the last 10-years. I've gone there with my mother whose 91-years old and we can recite the menu. I think it would be a big loss to the community if they would ever close or have to relocate. It is a gathering place for many of the Asian community; many people come from various parts of the Monterey Bay area. You have received over 100 emails against this cannabis dispensary opening in place of Michi's Restaurant and I don't know if you're going to read all of them, but you have to see the outpour of support for this restaurant. Please relocate this dispensary to another place. Agrees with just opening two dispensaries instead of three and see how this is going to affect your city and how it's going to change. Once you open three of them you can't close one of them and say it's not working out. So, I think that is the smart way of doing this.
- Kim Stemler – I'm all for making the property improvements at the vacant Mortimer's. It's an iconic structure and a key gateway location and really in dire need of revitalization. I think there is a misconception of who uses cannabis and the atmosphere of dispensaries. I've used a CBD/THC blend for some neuropathy for years and I'm not the only one over 50 in the dispensaries in Del Rey Oaks and Carmel. I would say the majority of people there are using it medicinally and they're over 50. They have high levels of security. They're beautiful facilities. They're brightly lit and clean. They have positive atmospheres. People just can walk in you have to show your ID. On another point I understand the law and I truly honor property rights and I feel tremendously bad for commercial property owners in this current environment and I think it's only going to get worse and it make me really sad to displace a current local business that's thriving, that's had such history, that has such following unless it wants to move and it sounds like Michi's doesn't want to move. I'm also concerned about the social inequity of this kind of action. By displacing that current local business you're actually lowering tax revenue.
- Mario Fernandez – Representative from the United Food and Commercial Workers Local 5. We represented approximately 30,000 members throughout Northern California and here tonight to express our enthusiastic support for Pacific Roots, Element 7 and Shryne Group for the approval of three retail licenses. These three companies represent the best in the cannabis industry because not only are they abiding by the State of California's requirement to have a Labor Peace agreement they see the United Food and Commercial Workers Local 5 as true partners in the development of the cannabis industry. Each of these companies is committed to working with us and labor to create jobs that provide for living wages, benefits and actual career ladders for the workers. It is our belief and experience that cannabis companies who proactively reach out and collaborate with our labor partners are best suited to live up to the commitments they make in the licensing process. These three companies in particular are the example of the type of business that would thrive in the cannabis industry and UFCW Local 5 supports their efforts to open a retail dispensary in the city of Marina. Thank you
- Brian Mitchell, CEO of The Shryne Group and we are applying under Stiizy for a location at 3170 Del Monte Blvd. We are working with the union and the partnership with the UCFW and as Eric mentioned not only have we signed a peace agreement but we've gone through the process of doing a collective bargaining agreement so we have union employees that are working at our stores. It's an amazing partnership and it really showed light when we went through the whole COVID crisis. Having a resource that works both with the employees and us as the employers to navigate challenging times such as COVID was a perfect example of why you have unions. We currently have 680 employees here in California between all of our divisions and naturally with that many employees we've had to hire locally, and we've been forced to have a training program. Many of the people that are at a director level within our company started working in dispensaries, they started in the manufacturing floor. So, what excites me about hearing Marina looking at

adding a few dispensaries is that you're creating job opportunities that can turn into careers, that can turn someone from a bud-tender to eventually a district manager and really, they can create their own destiny in a booming industry. Thank you

- Tony Raffoul – 50% owner of Element 7, wanted to say that the location they will be operating in is currently empty and will not be displacing any other business, we would be adding businesses. We are going to be doing retail and distribution, there will be no manufacturing in that location. Retail and distribution means that we will be paying the taxes twice and will improve our community. That was our goal. That was why five of the local nonprofit organizations and three of them is actually based in Marina. We signed the Labor Peace Agreement and have been living in Marina for six years and operating two businesses. One of them is the oldest food market in Marina, which is the Food Corral and I own the best in Monterey County 2020 Vape shop Marina Spirit and Vape Smoke Shop and I would be happy to work for my city, with my city and support my local people. Thanks for everything I get from the local community with all their support.
- Cristina Medina Dirksen – Thank you council and staff for working on this, increased tax revenues and opportunities await with your decision this evening. As you weigh who to welcome to Marina and allow to operate please consider the records of transparency, commitment to invest in Marina and most importantly Measure V. I was an original circulator of the citizens ballot initiative and it was never the intent to displace businesses in Marina but to supplement out tax base with businesses operating in carefully buffered zones, which is part of the criteria. What benefit is there to evicting a mom and pop business with deep community connections that's part of our city's ethnic fabric? What is the benefit of erasing the good will and comradery that's grown over the years for the immigrant owners? Transparency, it was never clear from the beginning which site on that commercial property was to be used for the dispensary and it wasn't until after the last Planning Commission meeting that it became clear it was Michi's. The applicant, Marina Trading Co's track record in Seaside in selling their stake after acquiring a permit is suspect to me. In the first round of scoring their security plan was flawed and given low scores and was remedied when they merged with JC Marina Venture. Three projects have been identified with perfect scores and I support Pacific Roots, Element 7 and Higher-Level Care Marina. Thank you
- Wesley Clark – We hear how many people have spoken and we are fully in support of Michi's staying in the city of Marina. The fact of the matter is this is a landlord and tenant issue. They are month-to-month and Steve came to us with the opportunity to expand. And to Kathy's point, it is the record stores address because that's what our initial application was just for. We talked with Robert about relocating and we knew how tough it was to be able to find a place that is zoned correctly, and we would have never taken that second location if we knew this was going to come down. Michi's will not be at that location for much longer and if it's not us then it's a gym or cross-fit and whomever has been talking with him. What we have made a commitment to is exactly what we have done for 20-months and that has put our blood, sweat and tears into this application. We absolutely love this city. We love Audra and we love Wan and they're going to be awesome rockstar owners. We are going to continue working with our translator on trying to help them whether it's a go fund me or relocation. We've already spoken with Mr. Wong, he is welcoming to take them in so that everyone who is worried about Michi's, I'm just as worried too and I want them to stay here as well. Thank you
- John Gaygan – Been a resident here since 1980 and first stationed at Fort Ord in 1969 in the Army and the first time I got familiar with the area and I've seen a lot of change. Concerned about the number of dispensaries also. Three might be too many. One might be monopolistic, so we need to at least have two. Displacing businesses is not good. Read a book about common sense, it's a good book by Steven Cutty and he said common sense is not common practice. I see you folks have a real tough decision to make because you can't use common sense you have to use by the book criteria. Philanthropy, giving back to the city. Michi's Japanese Restaurant was the only

Japanese sushi restaurant in town that was authentic. The other sushi restaurant is good too but they're not Japanese but they're good sushi, but we need more than one. We need competition and they've been philanthrope to the Chamber of Commerce of the city in supporting International Flavors of Marina event in the past and will probably do so in the future. We have to do the right thing, so please use common sense in your decision-making process.

- Shawn Wurtsmith – With Beyond Hello and wanted to finish what was in our presentation. Specific with security compliance, we believe that everyone is responsible for a safe and secure facility. Employee training and onboarding includes overview and operation of all of our security systems and will have guards on site 24/7 365. Two of those guards will be onsite during operating hours. One located in the lobby and the other one will be just outside of the building in the parking lot and surrounding area. After hours we'll have one guard onsite that will be monitoring cameras and alarms. Additionally, we'll have a UL certified central station that will be monitoring alarms offsite 24/7 as well. In regard to quality control and compliance standards, we've committed to operating in strict compliance regulations and industry best practices. We've successfully passed hundreds of inspections in audits and have no outstanding code violations. Thank you
- Sal Palma, Higher Level Care – Our service at Higher Level Care at 3016 was one of the two applicants that scored a 100% on their first submittal. The question came up on the how many operations the City of Marina can support. The public vote did authorize the approval three retail dispensaries. Specific to our location the worst-case scenario were we to not be able to survive based upon competition is the city would have a fully improved entrance to the city at Del Monte Blvd right off Hwy One. The question came up what if some of the public improvements promised in the development agreement aren't completed and the developer goes under? Whenever there are public improvements involved the developer must have a performance bond to ensure that those public improvements are made. Union issues, we stated that yes 20 employees is the trigger to enforce a labor peace agreement and we're more than open to it prior to that. I used to run the Paratransit for the City of San Francisco. I ran multiples of regional centers/operations, East Bay Regional Center, Goldengate Regional Center, North County LA Regional Center, we were unionized in everyone of those and I enjoyed working with the unions and the stores. As far as tax revenues go, in the City of Seaside there are nine current licensee's and based on the information I have been given by the City of Seaside we account for over 50% of the tax revenue that's been remitted to the city. To Mr. McCarthy's point about the green cross, every applicant will have to submit a signage plan that will have to be approved by the city.
- Paula Pelot – I don't want to repeat a lot of what's been said but you don't have to approve three dispensaries this evening. There are issues of concentration. There are issues of what types of things would provide long lasting improvement to the city. Pacific Roots is one of those. The Stiizy location is also one of those and it sounds like there's general agreement that Element 7 would also be a benefit. My concern about 3112-3114 Del Monte is that you've heard quite a bit about that, it was a very disturbing narrative we heard. Not sure what basis the city could, within its parameters deny that. Main concern is with the entry property because of the TAMC project, the extension and having to do with 2<sup>nd</sup> Street and Del Monte and what the impacts of that are going to be. I think that project is already about 90% planned for which means it's probably going to be implemented sooner rather than later. It would be wiser to allow that implementation to happen before you put anything there whether it's a dispensary or not. If you were to approve Pacific Roots and Element 7 and if you felt you had to give the third permit to Stiizy that would create some space between them so they're not all concentrated in one area and that two of those projects because of those improvements that they would be required to make would benefit the city over the long run and the occupying what has been a vacant property off of Seacrest would also be a great improvements, so I would recommend that if you're going to go ahead and do three that those would be the three to approve this evening. Thank you.

- Brandon Gesicki – Pacific Roots, emphasize that our goal is to make that historic building into a crowned jewel which is part of the history of the name and with the original train location. Pacific Roots is founded on the history of the city and the train and the stop that Mortimer's represents. Reemphasized our relationship with local labor and with UFCW Local 5 is that we've had a signed labor agreement with them from day-one. Pointed out things they have done in the city in terms of engagement consist of donations to the Marina Grange, VTC, American Legion, Friends of the Marina Library, the Fil-Am Club on Monterey Peninsula, Marin Youth Arts and many others. We didn't just commit to doing that we've actually made those contributions of over \$12,000. Some of the other things we're really focused on in part of what we're about is education in providing opportunities to bring in folks from the elderly community that we did with our dispensary partners in Long Beach bringing those folks to be educated in our community room. If you look at our plans, you'll see what our community room there and I think that's going to be a great benefit because part of what we want to do is educate people on the benefits and also the negatives of cannabis. I think the best parts.... Our site is vacant, we're not displacing any businesses and we're going to take a historic treasure of the city and turn it into a future crown jewel in the center of Marina.
- Cynthia Tanabe – Would like to make a few comments after really studying the documents. Going back to the original application and the combined applications that are online that the Marina Trading/JC Marina Ventures that they are so heavily redacted that you cannot find the site-specific information that the other applicants list. Is there anyway to see a corrected application? Do they resubmit or are there any additional information that we can access online for any changes that have been made? They do say they have local owners, but I would like to know if they are allowing their two local owners 1% each? That's a pretty big difference between the 50% ownership.
- Nicole Raglin – I think it's important to address issues of equity and to look at applicants of color, and women and to even this economic field and so I would like to say that I not only endorse but think highly of Audra Walton, one of the applicants, she is a veteran, a woman and a woman of color and she is a dedicated hard worker and she will not let the community down.

Mayor closed public hearing for public comments

**9:43 PM**

**URRUTIA/DELGADO TO GO UNTIL 10:30 PM. 5-0-0-0 Motion Passes by Roll Call Vote**

**URRUTIA/BERKLEY: THAT WE APPROVE A CANNABIS PERMIT FOR ELEMENT 7 AND ADOPT RESOLUTION NO. 2020-63 APPROVING A CANNABIS CONDITIONAL USE PERMIT TO ALLOW A MEDICAL/ADULT USE CANNABIS DISPENSARY LOCATED AT 234-242 RESERVATION ROAD (APN 032-181-018) IN THE C-1 (RETAIL BUSINESS) ZONING DISTRICT. 4-1(O'Connell) -0-0 Motion Passes by Roll Call Vote**

Public Comments on cannabis permit motion:

- John Gaygan – When will you decide how many you're going to approve?
- Kathy Biala – Agrees with the motion.
- Debbie Gentry – Agrees with the motion.
- Paula Pelot – Thanked Council Member Urrutia for his wisdom in this and agrees with the motion.
- Grace Silva Santella – Your resolutions allows them to be open until 11:59 PM, just wanted to make sure you were aware of the closing time.

- Sandy – How do we know that the owner is actually a Marina resident? County Weekly article stating that Cristina Medina Dirksen receive a \$1,000 donation from Tony Rafoul of Santa Maria, and it seems that public records also show that Tony is a resident of Santa Maria. Is this all verified that he's actually a Marina resident and a Marina owner?
- Tony Raffual – resident since 2014

**URRUTIA/DELGADO: THAT WE APPROVE THE APPLICATION AND RESOLUTION ATTACHED FOR SGI MARINA LLC LOCATED AT 3170 DEL MONTE BLVD. 4-1 (O'Connell)-0-0 Motion Passes by Roll Call Vote**

Public Comments on cannabis permit motion:

- Brian McCarthy – Not sure that Stiiizy is the best applicant for reasons I already mentioned about being close to our parks. In addition, I want to say that in regard to the Mayor's comments about not having three businesses down the road I think as one applicant said these business licensed are very valuable and I think one alluded to the reality that many people apply for them almost immediately sell them, so I think that even if a business owner proves not to be viable they would then go and sell that business to someone who can manage it a different way. Not sure that I agree that that's how this will play out of course I don't know is probably any more than anyone else who can't tell the future. It's quite clear by the Mayor's pronunciation of the business name is not familiar with some of the lingo and that is that Stiiizy is not a word in the dictionary but is word that hopefully is in the urban dictionary that means "high, very stoned, glazed or lit" and so I know that business owners have some personal rights here in terms of what they want to name their business but I wanted to throw that out there for your consideration. This was brought up n the Planning Commission and the applicant indicated that the name meant "high fashioned or a combination of fashions" meaning different things to different people but certainly there's some evidence that it's got different commutation of overuse of marijuana.
- Kathy Biala – Agrees with this motion.
- Eric Lightman – Spoke earlier on behalf of Stiiizy. Urban dictionary is a crowd source website and you can get in there and create definition for anything you want to. I can assure you all that Stiiizy does not mean high or stoned. It means style with ease. It's two words joined together and being stoned, and that sort of thing is against the image and against everything we stand for.
- Debbie Gentry-Rao – Agrees with the motion
- Paula Pelot – Support motion. The distance is an important think, there are a number of factors, the improvements that will be there whether this business survives there or not.
- Guest – Opposes motion due to neighborhood compatibility and being next to parks
- Cristina Medina Dirksen – Does not support motion due to being next to the park. Can foresee my family and others taking in the park and a little unsettling just from close proximity. When we think about proximity and buffer zones there's also a courthouse right nearby. Not so sure about this location.
- Wesley Clark – Wanted to check the parcel distance between Element 7 and this property.

**URRUTIA/BERKLEY: TO APPROVE THE APPLICATION AND RESOLUTION ATTACHED FOR PACIFIC ROOTS, LLC LOCATED AT 3100 DEL MONTE BLVD. 4-1(O'Connell)-0 Motion Passes by Roll Call Vote**

10:25 pm

**Urrutia/Delgado: to go to 10:45 PM 3-2(O'Connell, Morton)-0-0 Motion Passes by Roll Call Vote**

Public Comments on cannabis permit motion:

- Wes Clark – Thinks you have a tough decision ahead of you and whatever decision it's going to be is going to be the right decision for Marina. All that I can say is that I wish that we can take record store over and what I would recommend is that we can just do that and maybe somebody in the community was willing to work with us and Steve and work with the owners of Michi's because we want to be a part of this city. we've shown that every single month with the cleanups, with the Friends of the Marina Parks and everything like that. I'm willing to do whatever it takes to work and make sure that Michi's is open in Marina and that we have a home.
- Sandy – wanted to go along with what the Mayor said and that was that the industry know what's best but however you elected officials, our council members know what's best for our city and what's right for our city at this time and if that's granting two permits at this time and that's what your gut instinct is telling you, you should go with that. There is due process by denying the other three applicants and only granting two everyone has been afforded due process by this lengthy hearing and there are three good reasons to each of those remaining applicants. The City Council must weigh the public interests versus these business plans and projected revenue are often over projected and just because we approve them doesn't mean we're going to get a lot of money that is promised. It never happens that way. So, I strongly urge you to keep it at two permits and deny the other three by giving them due process by denying each of them. Thank you
- Cristina Medina Dirksen – Think about the intent of the measure. We purposely said up to three. We also have to think about the economic climate that we are experiencing and the abilities to fund things that are facing cuts in our budget down the line. Urged council to go for three and trust you to make the best decision possible for our city.
- Anthony Lombardi – If this is approved, we are extremely excited to work with Pacific Roots as well as the city to improve our site. In all the discussion about approving two and the financial impacts keep in mind that the property owners of all these locations have been financially impacted severely as well in the delays. We've all been patient. Thank you
- Jeff – I agree with Wes Clark. I'm a long supporter of Michi's and I strongly believe that regardless of what's going to happen if Michi's is going to be displaced I think it is best for a company to help them possibly relocate within Marina and stay in the community instead of just going out business completely. It seems like the comments are building regarding what will happen to them eventually even if the cannabis company doesn't come in. It seems like someone else will take their place and I believe it's the best course of action to give them all the help that they need.
- Cesar Lara – I support this proposal. I think it's the wisest move you could do. That street corner is an eyesore. There is no other business model to come in and have the financial resources to rehab that corner. Disappointed by some of the comments about donations in regard to the community. I think one of the best ways you could do it is with a union agreement and that property has it and we they also have the resources to improve that street corner that no other business model, nothing else out there that could move into that property and rehab that facility and that is motivated to do it. I think it's the best financial decision for the economic for all of Marina. This is a big project that needs to be approved.
- Aaron Johnson – Reemphasized the uniqueness of this opportunity with this corner of Carmel and Del Monte Avenue. I've heard a lot of public comments and this is not about Michi's in my opinion. This is about a very unique opportunity to make significant change. To take Marina for its residents and leave it better than you found it. We came into this, I said that in my presentation and that's what we live by. I think this is an opportunity for us to move a plan forward that brings Marina into a far better place at least at this corner, highly visible than what it is today. I support the motion and we will work extremely fast to get to the Design Review phase and provide answers

for you. The only reason we haven't done that to date was because we didn't feel it was appropriate to move design plans forward with the city without some kind of approval and that's where we are today. We are looking to move forward and take that next giant step immediately after tonight if this approved.

- Kathy Biala – I don't think there is any way at this moment tonight before you have to make a decision to guarantee any continued tenancy on the part of Michi's. I am not a spokesperson for them, I only consider them friends, acquaintances more so I just ask whatever decision you make tonight that you attempt to say that there is a way in which they preserve their tenancy in that place. Thank you
- Charlie Ryan – Reminded everyone that a displacement of an existing business is not something to take into consideration here during the decision process. That being said the addition of Marina Trading Company offering and trying to help find a soft landing is something I think is worth taking advantage of that's not going to come around in the next few months. I'm in full support of Marina Trading Company just based on the business plan, their location, and property. It seems like it would require minimal improvements if any. The ample parking seems like it could be a really smooth operation early and fast. Thank you.

**9:45 PM**

**Delgado/Urrutia: to extend meeting to 10:55 PM 4-1(O'Connell)-0-0 Motion Passes by Roll Call Vote**

- Sal Palma – Touch on a point that Eric Johnson make earlier. This is a once in a lifetime opportunity to redevelop the site at 3016 Del Monte for Higher Level of Care. The owner of the property is JT's Plumbing who currently occupies the forward facing building on the property and he's more than content to use it as storage for his plumbing vehicles and on the interior storage for his motorcycles, four-wheelers and that will be that property forever unless we get the opportunity to redevelop it. He has not intent to use the site for any use other than that. There will be the canopy there. There will be the pumps there. There will be the tanks there. There will be an eyesore there at the entrance to the city from now until forever unless you get a business opportunity that can go forward to make the public improvements that you want to be made to this site to get in there to get them done and we are more than willing to do so.
- Patrick C – You have a chance at some local ownership here and I think that should really weigh in on your decision and you also have a historic location. The one place you approved your going to have smoke-out Tuesdays, so I hope you understand Stiiizy doesn't have... it has a pot name, that is a pot name and that's what you're approving. You have a chance for local ownership. You also have a chance at some union representation for workers in this town and I hope you take that into consideration. Thank you
- Rich – Been a resident for eight years and sit here and say I love Michi's. I think the guy earlier hit the nail on the head, if you really want them to survive let somebody help them because I guarantee you the people that come in after Won, they're going to be out of everything. Sound like they're up the fastest, get some revenue, we love to talk about the small guy well this is the way to do it. Help your community, help this restaurant in your community now instead of turning a blinds eye. I don't want to see them go anywhere. Thank you
- Paula Pelot – This is a really tough thing for everyone. For the applicants, for the businesses that might be displaced but the motion that's in front of us the one that Council Member Urrutia has proposed is what we're talking about right now and that's the motion we're going to vote on. The other businesses have a great deal of merit. I personally know Audra Walton and feel very good about her and I see the opportunity with the entry as well but I think that the motion we have in

front of us is for this one particular site, which is Pacific Roots and we should be making a decision based on the merits of that which I think is considerable since it will be making improvements to the property and to the street which has been terrible for so long. Both that and the entry are terrible sites, but this is what we're voting on and if someone wanted to go into the merits of the other two then perhaps the motion should have been made for one of the other two. Right now, this is the motion that's on the floor and I think we should support it. Thank you

- Audra Walton – I am very sorry about Michi's and we really do want to work with them and get them into a new home. I have lived here for 22-years and wanted to mention that I am active here in the community and have been for years. I love Marina and want you to know that I will be taking care of you and this city the way I have all these years. If anyone has any questions for me, I'm willing to answer them. I would really like you to say yes to me. Saying yes to me get me and my kids out of poverty. It extends wealth into my own community with respect I'm the only applicant that is black and the only applicant that is female.

**10:55 PM Morton/Urrutia: to extend the meeting to 11:05 pm 5-0-0-0 Motion Passes by Roll Call Vote**

Morton/Berkley: to deny a permit for Higher Level of Care Marina at 3016 Del Monte Blvd. and Beyond Hello/Marina Trading for the purposes that Each of these two perspective applicants cannot now obtain a permit under Section 5.76 in compliance with the Marina Municipal Code because they cannot accordingly comply with all city requirements. **2-2(Urrutia, Delgado)-1(O'Connell)-0 Motion stalls by Roll Call Vote**

#### **Substitute Motion**

Urrutia/Delgado: to continue any remaining discussion on the remaining applications until January 19, 2021. **2-3(Berkley, O'Connell, Morton)-0-0 Substitute Motion Fails by Roll Call Vote**

**11:04 pm: Urrutia/Berkley: to extend the meeting to 11:10 PM 4-1(O'Connell)-0-0 Motion Passes by Roll Call Vote**

- Paula Pelot – Does not support sub motion, thinks there too much ambiguity in this in the point in time and ai agree with some of the comments made and support the original motion. Thank you.
- Wes Clark – Stand what I said, we want to be a part of this community and we would love to be considered in the near future. January 21, 2021 we will be able to see how it's going on, if the construction is up to you guy's par and thank you Adam for bringing this up.
- Cristina Medina Dirksen – Agrees with Paula Pelot as well. You must be fair and allow for when the clock ticks and city staff is done, and city council and planning commission is done with their review because what has happened before for example with the hotel it was in the city's hands when delays occurred. So, we have to be fair and cognoscente of delays that are not of the applicants doing.

10. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. 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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

***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. City Council consider adopting Resolution No. 2020, confirming the City Manager/Director of Emergency Services' issuance of a Second Supplement to the Proclamation of a Local Emergency temporarily suspending until July 31, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant's nonpayment of rent or a foreclosure arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto. Move to Consent Agenda on June 2, 2020~~

~~b. COVID-19 Update and Direction from Council~~

~~i. Adopting Resolution No. 2020, revising the loan program for residents and businesses of the city in response to the Covid-19 pandemic, vesting discretion in the City Manager, City Finance Director and City Attorney to make required changes to the program guidelines necessary to implement and administer the program, authorizing the City Manager to execute any agreements and promissory notes necessary to implement the program, and authorizing the Finance Director to make necessary accounting and budgetary entries.~~

~~ii. City Council consider adopting Resolution No. 2020, authorizing an abatement of Business License penalties until October 2020 and offering to waive past penalties for unregistered businesses which register and pay their past due taxes by October 31, 2020.~~

~~iii. County & State Guidelines~~

~~iv. Outdoor Dining Standards~~

~~v. Other Impacts~~

~~12. COUNCIL & STAFF INFORMATIONAL REPORTS:~~

~~a. Monterey County Mayor's Association [Mayor Bruce Delgado]~~

~~b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.~~

~~c. Proclamation of Local Emergency Update~~

13. ADJOURNMENT: 11:10pm

ATTEST:

\_\_\_\_\_  
Anita Sharp, Deputy City Clerk

\_\_\_\_\_  
Bruce C. Delgado, Mayor



# DRAFT

Agenda Item: **8b(3)**  
City Council Meeting of  
August 5, 2020

## AGENDA

**Tuesday, June 16, 2020**

**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**

Council Chambers  
211 Hillcrest Avenue  
Marina, California

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

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

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

### PARTICIPATION

You may participate in the City Council meeting 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. If you are unable to participate in real-time, you may email to [marina@cityofmarina.org](mailto:marina@cityofmarina.org) with the subject line "Public Comment Item#\_\_" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." 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](http://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](http://www.cityofmarina.org) subject to City staff's ability to post the documents before the meeting

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: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (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) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milius-Brown Act representative.*

a. Labor Negotiations

- i. Marina Employee Association
- ii. Marina Professional Fire Fighters Association
- iii. Marina Public Safety Managers Association
- iv. Marina Middle Manager Association
- v. Directors
  - i. Community Development Director
  - ii. Finance Director
  - iii. Fire Chief
  - iv. Police Chief
  - v. Public Works Director
  - vi. Recreation & Cultural Services Director
  - vii. Assistant City Manager

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

b. Real Property Negotiations

- i. Property: Marina Municipal Airport, South Tarmac, APN 031-112-001, a portion  
Negotiating Party: Joby Aero, Inc.  
Property Negotiator: City Manager and Eric Frost, Interim Finance Director  
Terms: Price and Terms
- ii. Property: 721 Neeson Road, Marina, CA 93933  
Negotiating Party: Skydive Monterey Bay  
Property Negotiator: City Manager and Eric Frost, Interim Finance Director  
Terms: Price and Terms

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

Robert Rathie, Assistant City Attorney reported out Closed Session: Council met at 5:00pm as indicated with regard the matters listed on the agenda. Labor Negotiations and Real Property Negotiations and received information, provided direction and no reportable action was taken

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)5. SPECIAL PRESENTATIONS:

- a Civil Disobedience Day Proclamation
- b Pride Month Proclamation
- c Recreation Announcements

6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. 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.*

- Nancy Amadeo – Not sure if any council members had the chance to hear the comments from Bench Chair Powell on the economic downturn but apparently, it's going to last a very long time. we should expect an increase in job loss, an increase in businesses going out of business and as a result of that I wanted to share with you that there is a homeless shelter being developed that will serve single woman and families children on the peninsula. At this point we don't have a homeless shelter to serve single woman and families with children on the peninsula. This is a combined effort of CHS and gather for woman. It will provide approximately 30 beds depending upon the ages of the children. It will include supportive services like case management, linkages to income, education, employment and housing plus assessment and referral to substance abuse and mental health services as needed. During and post pandemic housing the homeless provides a strategic response to reducing the spread of the virus. The shelter is more essential now than ever, as you know homelessness is going up not on a small basis.
- Nathaniel Sawyer – Spoke about George Floyd's murder and the local protests. The local protest was to give Marina the opportunity to show solidarity with black communities across the country. Pleased to see Marina and the way local leadership showed support. Specifically, our Mayor Bruce Delgado, Cristina Medina and other leaderships that are there. Chief Tina Nieto who was amazing and spoke very well of her department. The best solution for Marina is to maintain the open mind-ness and willingness listen. Things they have already shown as well as distantly structural racism. Structural racism is in every city and state and no one is more equipped than local government. First, we need a Marina community board of trusted community leaders to help oversee police. This community police force should investigate complaints, make policy recommendations and other duties assigned by the city council. Second, we can support equity in our schools by teaching and honoring the history of African Americans, the Latino's community and Native-American. This should go beyond Black History Month. Black history should be incorporated into the units in specific time periods. This will help create a generation aware of their culture and others. You can't have US history without Black history. We need integrated policies regarding education. My organization fights systemic racism and human trafficking, YWCA of Monterey County. We need to support community programs that provide support to at-risk populations.
- Dominique Wade – Had an idea for a community bookshelf, it's like a community book club to discuss the things that are on the shelf. There are a lot of reading lists out there that pertain to Black Lives Matter and really understanding the issues that we're seeing today and how the history

has affected our current reality. I was thinking at first it would be a good place to acquire resources for our community to borrow from that they might not always have access to. I was thinking of compiling book lists for every race, every age so everyone can have an understanding based on their own reality of the situations, understand what they can do to help further our community as a whole. It's free diversified education for all, so like scullery papers, art books, how-to's, gardening books could be available to the community. It would expand our cultural knowledge. Having the book club offers an opportunity for structured conversation surrounding Black Lives Matter and other further topics. It has immediate and long-term benefits. I noticed that the Friend of the Marina Library has a structure in place to facilitate this but it doesn't really have the ease of search and difficult to see what I want it to do, it doesn't exactly fit in to the idea that I had but it's close. Not sure how a city might be able to implement this in a way that easier to navigate but I was thinking it might be able to be done with the Recreation Department.

- Mike Kennedy – Thank you all for your dedication to our town. Marina's water is in jeopardy of being stolen by CalAm, a private for-profit company that delivers water to our neighboring cities on the peninsula. Citizens for Just Water is a group of residents who are fighting to stop CalAm from installing industrial slant wells on Marina's beach as part of their desalination project. The proposed slant wells will take most of their water not from the bay but from the aquifers below our city. the groundwater is the only water source for Marina and the Ord Communities. There is a good feasible alternative expansion of the Pure Water Monterey Recycled Water Project to provide enough water for the entire area for decades. In August, the California Coastal Commission will decide whether to approve CalAm's project or not. We ask everybody to visit [www.citizensforjustwater.org](http://www.citizensforjustwater.org) to get informed about the threat to our drinking water. Please click on "sign up for updates" to be added to the email list. In the coming weeks Citizens for Just Water will inform everybody on the list about way to help before the very important Coast Commission meeting in August. Thank you
- Carissa Mann – Comments on the rally that happened the other day which was organized by Nathaniel Sawyer. It was beautiful and inspiring. A couple of things that have been circulating is the Eight Can't Wait and if you haven't heard of it go to the website of [www.eightcantwait.org](http://www.eightcantwait.org) , it is eight ways that the police force can reduce harm to our citizens by 72%. It included banning the chokehold and increasing the accountability for our police. There are also alternatives to policing that we can use for example using mental health experts to respond to calls, addiction experts, specialists that actually are able to help the person more than the officer could. We put a lot of burden on our police force, we can't expect them to be specialists in everything. Need to focus on schools moving forward, we can't just focus on Black History for one month of the years it should be throughout the school year. We need to be studying literature from black and brown authors. We need to raise our children to see the world through a wider lid. We could have a board that would look over the police forces that would include black, brown, LGBTQ people from our community that would work with the city councilmembers and would attend all these meetings with you and be able to speak up for these groups of people within our community.
- Karen Anderson – I would like to propose that future meetings held on behalf of the City of Marina include an acknowledgement that these meetings are held on lands belonging to other people. In the case of us those living and working in city of Marina this is Ohlone Rumsen land. It is important to understand the longstanding history that has brought you to reside on the land, and to seek to understand your place within that history. Land acknowledgements do not exist in a past tense, to historical context; colonialism is a current ongoing process, and we need to build our mindfulness on our present participation. When we talk a bout land, land is part of who we are. It's a mixture of our blood, our past, our current, and our future. We carry our ancestors in us, and they're around us. As you all do. I observed videos of other cities, such as Seattle, which to do

this, and realized this is something we could do at all of our gatherings. We are living on Ohlone Rumsen land.

- Brian McCarthy – Commented on an article which talked about “unbundling” of police department. The “unbundle” frame has really drawn a lot of ridicule and praise from informed communities online. I’ve spoken about community police boards a couple of times over the last year or two and for me to no longer be the sole person speaking before you on this topic is really exciting. We need to come together in ways to unify the voice of the community. So, through the mayor I would like to continue to address our community, folks like Mr. Sawyer and specifically people of color who abundantly are the make up our city, as a city we need to hear your voice and see your presence in those discussions. I would like to discuss more transparency for what the police force actually does today. How can we talk about what we want if we really don’t know what currently is being done? Calls for service information on every single call the police respond to should be available to the public in an easily digested format. I also support things like a reimaged Neighborhood Watch Program. I was really saddened a while back walking the streets of Marina to see dilapidated Neighborhood Watch street sign that looked like it had been neglected for decades. It almost seemed to exactly represent what has become of some of these community programs. We need to ensure more minorities are involved in our leaders of these programs in the future. I could really go on and on with more thoughts, but I think it starts with some kind of ad-hoc group that discusses these issues, not in this forum but in a forum of citizens but I’m going to hope that happens in our future Mr. Mayor.
- Jeff – Wanted to propose the idea of a new city park. It’s been over 20-years since we had a new city park, not to include the ones that are being built out there at the Sea Haven and Dunes areas. Parks are unifying locations and their great venues to bring people together. My idea for this park would include a dog park and the location I have in mind is on Lake Court at the old Marina Public Works Corp Yard and Animal Shelter. I have a vision down there for a dog park, as well as a nature walk with native plants, Monterey Cypress, Coastal Oaks, Monterey Pines and some Redwood trees. The park can start off that way and maybe evolve to something else down the line, but I think it would be an excellent location for a park. A lot of people seem to be walking their dogs down that way so, it would give people an area to congregate and walk with their dogs and hopefully be able to be a little bit more responsible picking up after their pets. There are currently no parks in that entire neighborhood so, this would not only benefit the entire population of the city, but it will directly extremely benefit all of those living west of Del Monte Blvd. and south of the duck pond. I would like to propose that we move forward on such a project. I think right now would be a great time for us to all come together on a project like this. It would be a great unifying force for the city. Thank you for your time.
- Kathleen Founds – Echoed Nathaniel’s suggestion about community action force. Echo the suggestions that students learn anti-racism in schools starting at the elementary level. There could be workshops and then also the content of curriculum as well as culturally relevant reading class. Echo Domonique and the idea about reading as a powerful way to start discussions. Watsonville does a community read. So, all the high school students read a book and the library get a lot of copies of that book, so I think it would be great if we chose an anti-racism book like the new Jim Crowe or How to be an Anti-racist and made it a community like read. So, have all of our elected official read it, have the police force read it, have the schools read it and then have some kind of community discussion. Echo’s Carissa suggestion about the 8 Can’t Wait especially about having social workers work together with the police. Supports Mike Kennedy’s point about CalAm and tie that into issues with racial justice. The CalAm water issue is also a racial justice issue because people of color would be in a way affected if CalAm goes through. What steps can we take as a community to see that Marina is reflected in elected meters? We might want to ask ourselves why we haven’t been on the city council or school board more of a reflection of the diaper city of the

Marina community. I think it's something good for us all. So glad we are addressing this, and I really appreciate the statement the city council made at the beginning and I'm proud of us as a community for how we are responsible.

- Dr. Karen Hussan – Relatively new here but have lived all over the United States and was involved in the march on Saturday and it was absolutely fantastic and what a great community. I met so many wonderful people. I'm excited about the future of Marina and engaging the community. That was just a wonderful step in seeing all the involvement with people in all the interest and I hope it doesn't let up. We here in Pacific Grove will do our part in keeping the ball rolling and moving to a brighter future.
- Alex Pittaro – Wanted to reiterate a lot of what people said. I know that there were a lot of great ideas regarding community oversight and ensuring that we can not just be a community that is diverse but a community that is actively anti-racist. There's no one easy solution to any of that obviously but having community oversight is a first step and I definitely do concur with all of the ideas regarding integrating more social work into policing, changing the nature of it so that often times when non-violent offenses in this community happen that our first response is to not just send police with the intent of arresting folks but just my hopes and expressing here that this leadership of this community really just doesn't let this be a passing fad, that this isn't just going to end through the summer and that it will be aware of other reform happening in other counties across the country and will actively learn from them and find the ways in which we can best improve the lives of the folks in this community on a long-term basis. Thank you
- Alex Vasquez – Spoke about the proposal he submitted to the city regarding promoting and taping Marina events, announcement of social events and development project updates, etc... and having them play on Access Monterey Peninsula Channel 25.
- Council Member Berkley – International Campaign for Compassionate Cities Movement on July 1, 2020 at 6:00PM where we will be discussing values within our community including racism through different sectors of our community. If anybody is interested in attending the meeting you can send an email to: [compassionateMarina@gmail.com](mailto:compassionateMarina@gmail.com); Marina Democratic Club hosting a three part series June 19<sup>th</sup> Policing; Building Trust on Communities of color. The first session will be on Understanding our Police Department. The second session will be on Understanding the roll of Civilian Oversight; and the third session will be on What would work best for Marina.
- Mayor Pro-Tem Morton – announced that there are 2 more FORA meetings on June 19<sup>th</sup> and 1:00pm on Zoom and June 26<sup>th</sup> – the one good thing that has come is the FORA bond issuance where the FORA Board has agreed to sell bonds that will be funded by what we call tax increment. This went to market on June 10<sup>th</sup> and from that the City of Marina is expecting to realize Fourteen Million, Three Hundred Forty-Three Thousand, Seven Hundred Fifty dollars (\$14,343,750.00). these are funds that are not coming out of Marina's funds, these are funds coming from another source that will allow us to take down the blighted buildings.
- Mayor Delgado – Thanked everyone who attended and spoke at the rally/march at Vince DiMaggio Park last Saturday. It was an amazing experience to bring home everything going on around the world in a peaceful way to our community. The citizens that have talked tonight in public comment about the citizen police boards, it sounds like it's a wonderful idea that's been implemented in many places over time and the time definitely seems ripe for us to move forward on those publicly suggested ideas such as reviving neighborhood watch and getting minority involvement, making the police call public record. Thank you to 8Can't Wait ideas and to Alex for suggesting that the social work could be integrated, and I think that's something the city should look into. The dog park, thank you for mentioning that. We have plans for Glorya Jean Tate Park, but your other ideas might be well suited for Lake Court as well. Love the idea and city council would not object to the future city council meetings mentioning they were on land formerly

occupied by Ohlone Rumsen Tribe members. Thanks to Terry Siegrist and the Marina Foundation for providing food distribution for the past 19 weeks.

- Council Member O'Connell – Wanted to inform the public that due to strong efforts of Mayor Pro-Tem Morton FORA is going to be reimbursing the city approximately \$106,000,00 which is mainly the result of pulling out the source of the funds and securing the fact that those funds which otherwise might have not been there will be there. The final vote on that will be coming up this week. I wanted to that her because I've worked with her on the FORA Board for many years and I'm constantly impressed with the fact that she is protecting the city as much as possible. Thank you.

7. 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. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. 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 the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. ACCOUNTS PAYABLE:

- (1) Accounts Payable Check Numbers 95172-95284, totaling \$384,165.58  
Accounts Payable Successor Agency EFT totaling \$47.50

b. MINUTES:

- (1) April 25, 2017, Special Joint City Council-Planning Commission Meeting

c. CLAIMS AGAINST THE CITY:

- (1) Rejection of Claim - staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Mark A. Feldman, Esq. of Feldman & Associates on behalf of Resources Environmental, Inc. (REI) for an amount exceeding \$2,287,596.09 for a claim received on March 27, 2020.

d. AWARD OF BID: None

e. CALL FOR BIDS:

- (1) City Council consider adopting **Resolution No. 2020-66**, approving advertising and call for bids for the 2020 Reservation Road Pavement Rehabilitation Project.

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting **Resolution No. 2020-67**, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Cypress Cove II Landscape Maintenance Assessment District for FY 2020-21.
- (2) City Council consider adopting **Resolution No. 2020-68**, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Seabreeze Landscape Maintenance Assessment District for FY 2020-21.
- (3) City Council consider adopting **Resolution No. 2020-69**, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for Monterey Bay Estates Landscape Maintenance Assessment District for FY 2020-21.
- (4) City Council consider adopting **Resolution No. 2020-70**, confirming levy of a special tax for the City of Marina Community Facilities District No. 2007-2 (Locke Paddon) for Fiscal Year 2020-2021 as authorized by Ordinance No. 2007-09, and; consider adopting **Resolution No. 2020-71**, certifying City of Marina compliance with State law (Proposition 218) with respect to levying of special taxes for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2020-2021 as authorized by Ordinance No. 2007-09.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting **Resolution No. 2020-72**, authorizing application for and acceptance of a Federal Aviation Administration (FAA) 2020 CARES Act Grant for the Airport, and; authorizing City Manager to execute the application and grant agreement.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: Nonei. MAPS: Nonej. REPORTS: (RECEIVE AND FILE):

- (1) Monterey-Salinas Transit Public Participation Plan Public Comment Period.

k. FUNDING & BUDGET MATTERS: Nonel. APPROVE ORDINANCES (WAIVE SECOND READING): Nonem. APPROVE APPOINTMENTS: None

Brian McCarthy – Questions on 8f(4) – Wanted to confirm that this has nothing to do with Locke Paddon Community Park but rather the neighborhood called Locke Paddon? Why does this not go through the same Prop 218 process that the Landscape District go through? Wanted to acknowledge the importance of this CFD because it is on one of our main intersections, so I think a robust discussion should happen about this. At times the landscape isn't being kept up.

Council Member O'Connell pulled Agenda Item 8f(4)

Mayor Delgado requested to pull agenda item 8f(3) for a separate vote due to Mayor Pro-Tem Morton resides in that Landscape District.

Nancy Amadeo – Had a question for 8f(1). At the last council meeting where the landscaping districts were discussed Monterey Bay Estates suggested that they could replace trees with oaks and if they could do it themselves. It sounded like a wonderful idea and it seemed to get council approval and I wanted to know if Cypress Cove II could get the support from the community and maybe from the Marina Tree and Garden Club or other organizations, if we would be allowed to do the same thing along Abdy and Beach? That’s where the cypress trees have been a huge problem.

**DELGADO/MORTON: TO APPROVE THE CONSENT AGENDA MINUS 8f(3) AND 8f(4). 5-0-0-0 Motion Passes by Roll Call Vote**

**8f(3)**

**DELGADO/BERKLEY: TO APPROVE AGENDA ITEM 8f(3), CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT TO SPECIAL ASSESSMENT FOR MONTEREY BAY ESTATES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FY 2020-21. 4-0-0-0 Motion Passes by Roll Call Vote**

**8f(4)**

Council Member O’Connell: Page 2, Analysis, third paragraph down says, “*that cost allocation charges adopted in July 2018*”. I went back and through the council agenda and did not see that the council adopted it. Are you using the word “adopted” meaning that the city has determined that’s the amount? The second sentence says, “*staff has presented this cost figure to the city council during the last assessment process for future consideration*”. Are you saying the council actually adopted the amount of \$5,234.94? It says in the same paragraph that, “*the District had not paid cost allocation charges in prior years*”. Is that a flaw of theirs or was that something we should have done, and we just didn’t do? The last sentence in that paragraph makes reference to being extended at \$5,234.94 over a four-year period. If you go to Exhibit B under 20/21 you did divide it by 4 but for FY 21/22 you’ve double that amount. Are we not spreading this out over four-years? What is the status of the defaulted parcel? You’re seeking to have the levy go from \$488 to \$785 per parcel? Do you really think that nearly a \$300 jump in one year is necessary? Landscape maintenance contracts are going up each of the following, is that part of the existing agreement with this landscape maintenance company? What is cost allocation charges? Why was this not assessed for 2019-2020? In past years that this district has been in existence, this is an approximate amount that the city has been putting out and not getting reimbursed for or not placing this on the parcel owners?

**DELGADO/BERKLEY: TO APPROVE RESOLUTION NO. 2020-70, CONFIRMING LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 (LOCKE PADDON) FOR FISCAL YEAR 2020-2021 AS AUTHORIZED BY ORDINANCE NO. 2007-09, AND; CONSIDER ADOPTING RESOLUTION NO. 2020-71, CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT TO LEVYING OF SPECIAL TAXES FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2020-2021 AS AUTHORIZED BY ORDINANCE NO. 2007-09. 5-0-0-0 Motion Passes by Roll Call Vote**

9. PUBLIC HEARINGS:

- a. City Council of the City of Marina Open a Public Hearing, Take any Testimony from the Public and Consider Planning Commission Recommendation to adopt Resolutions 1) Accepting Addendum to Final Environmental Assessment and Environmental Impact Report for the 1995 Airport Master Plan (EIR SCH No. 94093005); 2) Approving Specific Plan for the Marina Municipal Airport Business and Industrial Park/UC MBEST Center; and, 3) Finding the Specific Plan Consistent with the Fort Ord Base Reuse Plan and Regional Urban Design Guidelines.

Council Question: Notice in the two documents there is a Figure 1.4.2 that shows South Campus, North Campus and West Campus and understand that they are not a part of this and what we're talking about is North Campus but the west, south and east, what is the vision for those and what documents controls the activities there? All those three areas have their documents to be at the same status that this would be after these documents were approved for the North Campus that we're talking about tonight; Why aren't those other three, West, South and East included in tonight and what's their status? What will be sold and what will be leased? Does the University have the ability to sell or lease as they wish or does this document ties your hands in that regard? Is the document consistent with that you/UC have full discretion to lease or sell whatever part of this UC property as you desire? Do we have a definition section in either the EIR Addendum or the Specific Plan? What would the process be for adding definition to reduce future confusion to that 129 list of definitions? On page 228, Landscaping Standards, the point about 65% of the total individual landscape shall be landscaped and the Regional Urban Guidelines you mentioned talk about considering 80%, what is the magic to 65% and is there reluctance to increase that on the part of UC or the City to 80% such as recommended by the guidelines? Is there a strong logic or reason that Catalina Ironwood is included in the list of three native trees that could be used? On page 229, Section 2.4.5.5, can other species be used that aren't on that list or must they be listed here to be used? Concerns about what UC would be developing on their portion of the property within the specific plan would be at the discretion of the developer and that remains true, correct? If property is sold, does this specific plan put in enough safeguards that should the UC or the developer developing their property that the uses would be compatible or complementary with what the city's intentions are on the adjoining property? Housing is not allowed in this plan, correct? If there is in fact a reduction in water of the 6600 acre-feet of water, would the UC also bare a proportionate share in decrease in water availability for this project as would the City of Marina and the other land-use jurisdictions? The FORA CDF is expiring July 1, who's roads, who's responsible for maintenance of the roads within this project? How and what is the mechanism for the City of Marina to impose and collect impact fees throughout this specific plan? Does this plan address the Multi-modal Corridor that comes in at Imjin and Reservation Road and was intended to ensure that this area was accessible by all of the transportation mechanisms, such as buses? Regional Urban Design Guidelines as specifically included in this plan, those would then be mandatory imposition of them, correct? Does this specific plan make RUDG mandatory? Table 2.3.1-Permitted Uses, Non-motorized outdoor recreation is allowed, such as FORTAG, that does not materially alter the landscape – Does FORTAG materially alter the landscape or degrade the environmental quality? Does FORTAG fit as a use-type allowed in open space as shown on Table 2.3.1? So, FORTAG is irrelevant as far as the open space those four areas? Proposed development of non-aviation uses on the tarmac – is there a specific development of non-aviation uses that we're referring too here? Tribal Consultation Element – it says it will take between 2-3 months for carrying out the amendments to the General Plan, can you explain this? Is a 2-month extension in additions to moving this forward or just an addressed time component of how long this will take? Subdivision - you say: *“for some reason the UC/MBEST site was developed with roads and infrastructure without going through a subdivision process, this issue is currently being remedied”*, what is being remedied?

Mayor Delgado opened public hearing for public comments:

- Brian McCarthy – Wanted to briefly touch on something to the extent that it may relate to the EIR portion of this presentation. That is dealing with the ground itself and possible the groundwater beneath this site. This is something your planning commission did not discuss. As I understand that limited areas within the site may have been tested for hazardous chemicals at one point in the past and I also understand that since that testing took place there have been new hazardous chemicals identified and testing methodologies discovered as well. Specifically, two chemicals P-faus and P-fous which are chemicals that are largely associated with airport sites and firefighting foam. Tonight, I'm really planting a seed and asking questions of myself. Is there value to knowing what the groundwater looks like in the entirety of this space? Is such knowledge even possible? How much effort and resources going into testing groundwater is enough? If toxic chemical were spilled in one far corner of this site would their presence necessarily be identified in the current or past testing methodologies on this site? The fact that trace amounts are relative today toxic chemicals were just recently discovered in well-29 just close to the airport site really could be indicative of exactly how much we don't know about the prior use of this land. Not only in spaces that have been determined as likely hazardous chemical sites but also and especially at those sites that the government agencies did not fully investigate because for whatever reason they discontinued investigations. Asked city staff to keep these questions in mind as we continue to look at impacts of this use and impacts of previous use of this land. I think we will continue to discover new things about is as we recently discovered I well-29.
- Kathy Biala – We really did spend a lot of time on this in the Planning Commission and I'm pleased to say we covered many of the things covered tonight. I want to go back to the landscape plan. So, at the time we just added in just the 80% native from the RUDG because it seemed like it was only referring to the right-of-way and so we put that in the recommendations. But really the city has right now, we have RUDG and I explained to the Planning Commission how it was developed and that included Bruce, Karen Wolfe, the Elkhorn Slough Native Nursery owner, as well as a consultant in landscaping for the RUDG. Now we have this Airport Landscape Plan and then the Downtown Vitalization Plan also have an addendum for landscaping and so this is what we talked about and it was said that we really need to a consolidated landscape plan for all of Marina that includes maybe variations for different subcultures but if we have the leeway, and I certainly have no expertise to even know which of these three documents is the most appropriate, nut if there was fortunately we have someone like you Bruce that could say now given everything of these three plans, which of them is the most appropriate and could we mandate one of them?
- Nancy Amadeo – Biggest concern when talking about landscaping at the Airport is not how much of it is native or how much of it is non-native. Biggest concern is the attraction of birds. I mentioned this at the Planning Commission meeting. I was very concerned about the cypress trees and where they would be located because they do damage hardscape but more importantly, they attract large birds, which is the last thing you need close to an airport. When you're considering the planting plan which will come forward when it's developed. These are the things that says it's allowed to be used at the airport and you can amend that however you like but that it is always a consideration of whether or not those plants are going to attract a lot of birds. Native plants do, it's one of the things we like about natives but it's one of the things you don't want around an airport. They are a cause of accidents and we just need to be aware of that as we go forward with this project, that it's location and proximity to aircraft is essential in picking out the plants that are used. Keep that in mind.

Mayor Delgado closed the public hearing

**DELGADO/URRUTIA: TO ADOPT RESOLUTION NO. 2020-73, ACCEPTING ADDENDUM TO FINAL ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL IMPACT REPORT FOR THE 1995 AIRPORT MASTER PLAN (EIR SCH NO. 94093005); AND ADOPT RESOLUTION NO. 2020-74, APPROVING SPECIFIC PLAN FOR THE MARINA MUNICIPAL AIRPORT BUSINESS AND INDUSTRIAL PARK/UC MBEST CENTER; AND, 3) FINDING THE SPECIFIC PLAN CONSISTENT WITH THE FORT ORD BASE REUSE PLAN AND REGIONAL URBAN DESIGN GUIDELINES; AND THAT WE DIRECT STAFF TO PREPARE AMENDMENTS TO ENSURE CONSISTENCY BETWEEN THESE DOCUMENTS AND THE CITY OF MARINA'S GENERAL PLAN; WITH THE DIRECTION INCLUDING MODIFICATIONS TO THE DOCUMENTS WHERE STAFF FINDS APPROPRIATE SUCH THAT ON PAGE 228 WE REPLACE 65% NATIVE WITH 80% NATIVE; AND ON PAGE 230 WE ADD VELTGRASS AS A FIFTH INVASIVE PLANT TO THE LIST OF FOUR THAT ARE THERE ALREADY; AND ON THE SAME PAGE AT THE TOP INSTEAD OF SAYING THE USE OF NATIVE PERINEAL GRASSES IN OPEN SPACE IS RECOMMENDED, THAT WE SAY: "THE USE OF NON-NATIVE GRASSES SHALL BE PROHIBITED ALONG THE EDGES OF THE OPEN SPACE" AND DELETE THE WORD RECOMMENDED; AND THEN ON THE DEFINITION PAGE, THAT WE ADD DEFINITIONS FOR: ADEQUATE; LIGHT INDUSTRY, LIGHT MANUFACTURING, MATERIALLY ALTERING LANDSCAPE, NATURAL VEGETATION, VISUALLY COMPATIBLE ; AND REQUEST THAT HAZARDOUS MATERIALS SECTION OF 3.5.1 TO ADDRESS THE GENERAL CONCEPT OF HOW WE ADDRESS EMERGING FUTURE OR CURRENT POLLUTANTS OF CONCERN; AND THAT ON PAGE 2-27, WE MAKE A BROAD STATEMENT UNDER LANDSCAPING REGARDING SELECTION OF A PLANT PALLET TO REDUCE THE CONFLICT BETWEEN BIRDS AND THE AIRPORTS OPERATIONAL NEEDS; AND TO ENSURE THAT THE REGIONAL URBAN DESIGN GUIDELINE ARE APPLICABLE AND NOT DISCRETIONARY. 5-0-0-0 Motion Passes by Roll Call Vote**

Morton – Applicable to RUDG to motion

- b. City Council consider opening a noticed public hearing and take any testimony from members of the public; and receive the recommendation of the Planning Commission; and consider adoption of **Resolution 2020-75**, submitting to the voters at the November 3, 2020 General Municipal Election a Measure approving a General Plan Amendment and Local Coastal Program Amendment extending the expiration date of the operative provisions of the 2000 Marina Urban Growth Boundary Initiative to December 31, 2040, substantially in the form attached hereto, subject to final review and approval by the City Attorney; requesting Monterey County Elections to conduct the election and requesting consolidation of the election.

Council Questions: Can this Urban Growth Boundary be amended to state that Marina Station development cannot occur until full buildout of Marina's portion of Fort Ord?

Mayor Delgado opened the public hearing for public comments:

- Nancy Amadeo – Extending the Urban Growth Boundary to the east so that we don't see hopscotched development, there's already been talk for years but somewhere in the current planning process for the city is to annex East Campus housing and I know there's been talk for many years of eventually annexing East Garrison. Both of those are basically housing areas with an associated costs to the city; and now tonight I hear there may be also housing developed to the

east as part of the UC East Campus and it concerns me that the city, without putting in an urban growth boundary to the east that we could find ourselves in a position of supporting a lot more housing without the associated business that creates the revenue for the city to provide for that housing. I was told that it couldn't be part of this, but I would certainly like the council to consider that in the not too distant future if we're going to protect our northern border, we should also protect our eastern border. Thank you

Mayor Delgado closed the public hearing

9:58

**Urrutia/Delgado: to extend to 10:05 PM. 5-0-0-0 Motion passes by Roll Call Vote**

**DELGADO/MORTON: RESOLUTION 2020-75, SUBMITTING TO THE VOTERS AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION A MEASURE APPROVING A GENERAL PLAN AMENDMENT AND LOCAL COASTAL PROGRAM AMENDMENT EXTENDING THE EXPIRATION DATE OF THE OPERATIVE PROVISIONS OF THE 2000 MARINA URBAN GROWTH BOUNDARY INITIATIVE TO DECEMBER 31, 2040, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; REQUESTING MONTEREY COUNTY ELECTIONS TO CONDUCT THE ELECTION AND REQUESTING CONSOLIDATION OF THE ELECTION. 5-0-0-0 Motion Passes by Roll Call Vote**

**DELGADO/ O'CONNELL: TO ADJOURN THIS MEETING TO TUESDAY, JUNE 23, 2020 AT 6:00 P.M. 5-0-0-0 Motion Passes by Roll Call Vote**

- Nancy Amadeo – I appreciate this, it's very hard going to 11:00 or later. I appreciate that fact that I wasn't to speak the budget issue that we'll be meeting again next Tuesday. Thank you
- Kate Daniels – From the Gathering for Woman Board and wanted to say that I will not be here next Tuesday but someone from our board will come to speak on the budget matter.

10. ~~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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.~~

11. ~~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. The public is invited to approach the podium to provide up to four (4) minutes of public comment.~~

**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).**

- ~~City Council consider adopting Resolution No. 2020-76, establishing appropriations limit for FY 2020-21.~~
- ~~City Council consider adopting fiscal year 2020-21 budget, establishing procedures for amending budget, and authorizing the finance director to make necessary accounting and budgetary entries; and consider adopting Resolution No. 2020-~~

~~authorizing finance director to make certain post year-end accounting adjustments to FY 2019-20 and FY 2020-21 budgets.~~

~~e. COVID-19 Update and Direction from Council~~

~~i. Adopting Resolution No. 2020, revising the loan program for residents and businesses of the city in response to the Covid-19 pandemic, vesting discretion in the City Manager, City Finance Director and City Attorney to make required changes to the program guidelines necessary to implement and administer the program, authorizing the City Manager to execute any agreements and promissory notes necessary to implement the program, and authorizing the Finance Director to make necessary accounting and budgetary entries.~~

~~ii. City Council consider adopting Resolution No. 2020, authorizing an abatement of Business License penalties until October 2020 and offering to waive past penalties for unregistered businesses which register and pay their past due taxes by October 31, 2020.~~

~~iii. Other Impacts~~

~~12. COUNCIL & STAFF INFORMATIONAL REPORTS:~~

~~a. Monterey County Mayor's Association [Mayor Bruce Delgado]~~

~~b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.~~

~~c. Proclamation of Local Emergency Update~~

13. ADJOURNMENT: The meeting adjourned to Tuesday, June 23, 2020 at 6:00 p.m.

\_\_\_\_\_  
Anita Sharp, Deputy City Clerk

ATTEST:

\_\_\_\_\_  
Bruce C. Delgado, Mayor

July 24, 2020

Item No. **8d(1)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 5, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,  
AWARDING THE 2020 RESERVATION ROAD PAVEMENT  
REHABILITATION PROJECT TO GRANITE ROCK COMPANY OF  
SAN JOSE, CALIFORNIA FOR THE AMOUNT OF \$1,531,529,  
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT  
DOCUMENTS AND ALL CHANGE ORDERS 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 consider:

1. Adopting Resolution No. 2020-, awarding the 2020 Reservation Road Pavement Rehabilitation Project to Granite Rock Company of San Jose, California for the amount of \$1,531,529, and;
2. Authorizing the City Manager to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and;
3. Authorizing Finance Director to make necessary accounting and budgetary entries.

**BACKGROUND:**

At the regular meeting of May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 19/20 budget for roadway maintenance.

At the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program.

At the regular meeting of June 16, 2020, the City Council of the City of Marina adopted Resolution No. 2020-66, approving advertising and call for bids for the 2020 Reservation Road Pavement Rehabilitation Project. The project will address the failing pavement section of Reservation Road between Salinas Avenue and Imjin Parkway. As a major arterial connection for the City's street network, there was a concern of the integrity of the pavement section especially during winter season. This segment of Reservation Road accounts for much of the annual pothole patching effort by maintenance staff. Patching is only a stop-gap temporary treatment which does not halt the rate of deterioration of this segment of roadway. Rehabilitation of this segment of Reservation Road is critical at this time as motorists will rely on Reservation Road more while the Imjin Parkway Widening Project is in construction for two years.

The project will rehabilitate failing pavement, address an area of stormwater ponding on the south side of the roadway, narrow the lane widths to encourage slower vehicle speeds, and provide a wider north shoulder as a result of narrower lanes.

As part of the ongoing pavement rehabilitation, staff is evaluating various methodologies to reduce costs and carbon footprint. Staff contracted a Geotechnical firm to assess options for Reservation Road. The project has been designed for a sustainable pavement treatment known as cold-in-place recycling that will reuse the existing pavement section as recycled asphalt pavement. The process will minimize traffic disruption, reduce the number of off-haul trucking trips and thus environmental impacts, and speed up paving production. The use of this sustainable paving construction process provides cost savings of 35% in comparison to traditional pavement rehabilitation methods. This method also reduces waste to the landfill, energy consumption by 77% and Green House Gas emissions by 78%. The rehabilitation has been designed to provide an expected life of 20 years which is equivalent to the expected life for a traditional rehabilitation project.

**ANALYSIS:**

On June 25, 2020, City staff advertised the Project with an Engineer's construction contract estimate of \$1,970,000. On July 23, 2020, sealed bids were received, opened and publicly read for the 2020 Reservation Road Pavement Rehabilitation Project.

Three (3) bids were received as follows:

|                              |                             |
|------------------------------|-----------------------------|
| Granite Rock Company         | \$1,531,529.00 (Lowest Bid) |
| Teichert Construction        | \$1,584,571.40              |
| Granite Construction Company | \$1,824,888.00              |

The lowest bid total is \$1,531,529.00 from Granite Rock Company of San Jose, California. This bid was received and found to be responsive, and staff has not identified issues concerning Granite Rock Company's responsibility to perform the work of the contract.

The cost estimate for City staff construction inspection, administration, contingency and project closeout is \$321,621.09. Therefore, the total project cost amounts to \$1,853,150.09.

The construction contract for the project requires that state prevailing wages be paid for the work performed.

**FISCAL IMPACT:**

Should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account APR1801 – Annual St Resurfacing.

**California Environmental Quality Act (CEQA)**

The City of Marina determined the project is exempt from the California Environmental Quality Act (CEQA) Guidelines per Article 19, Section 15301, Class 1 because the project is consisting of repair and maintenance of existing public structures and facilities with no expansion of use.

**CONCLUSION:**

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

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Edrie Delos Santos, P.E.  
Senior Engineer, Engineering Division  
Public Works Department  
City of Marina

**REVIEWED/CONCUR:**

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Brian McMinn, P.E., P.L.S.  
Public Works Director/City Engineer  
City of Marina

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Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF MARINA AWARDED THE 2020 RESERVATION ROAD PAVEMENT REHABILITATION PROJECT TO GRANITE ROCK COMPANY OF SAN JOSE, CALIFORNIA FOR THE AMOUNT OF \$1,531,529, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS 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, at the regular meeting of May 21, 2019, the City Council of the City of Marina adopted Resolution No. 2019-54, receiving the proposed 2019-20 & 2020-21 Capital Improvement Program (CIP) budget, receiving staff presentation thereof, and providing direction towards the CIP budget adoption. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding a FY 19/20 budget for roadway maintenance, and;

WHEREAS, at the regular meeting of May 16, 2019, the Public Works Commission received a presentation on the scope of the 2-year Citywide Street Repair Program, and;

WHEREAS, at the regular meeting of June 16, 2020, the City Council of the City of Marina adopted Resolution No. 2020-66, approving advertising and call for bids for the 2020 Reservation Road Pavement Rehabilitation Project. The project will address the failing pavement section of Reservation Road between Salinas Avenue and Imjin Parkway. As a major arterial connection for the City's street network, there was a concern of the integrity of the pavement section especially during winter season. This segment of Reservation Road accounts for much of the annual pothole patching effort by maintenance staff. Patching is only a stop-gap temporary treatment which does not halt the rate of deterioration of this segment of roadway. Rehabilitation of this segment of Reservation Road is critical at this time as motorists will rely on Reservation Road more while the Imjin Parkway Widening Project is in construction for two years, and;

WHEREAS, on June 25, 2020, City staff advertised the Project with an Engineer's construction contract estimate of \$1,970,000. On July 23, 2020, three (3) sealed bids were received, opened and publicly read for the 2020 Reservation Road Pavement Rehabilitation Project, and;

WHEREAS, the lowest bid total is \$1,531,529.00 from Granite Rock Company of San Jose, California. This bid was received and found to be responsive, and staff has not identified issues concerning Granite Rock Company's responsibility to perform the work of the contract. The cost estimate for City staff construction inspection, administration, contingency and project closeout is \$321,621.09. Therefore, the total project cost amounts to \$1,853,150.09. The construction contract for the project requires that state prevailing wages be paid for the work performed, and;

WHEREAS, should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account APR1801 – Annual St Resurfacing, and;

WHEREAS, the City of Marina determined the project is exempt from the California Environmental Quality Act (CEQA) Guidelines per Article 19, Section 15301, Class 1 because the project is consisting of repair and maintenance of existing public structures and facilities with no expansion of use.

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

1. Award the 2020 Reservation Road Pavement Rehabilitation Project to Granite Rock Company of San Jose, California for the amount of \$1,531,529, and;
2. Authorize the City Manager to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and;
3. Authorize Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5<sup>th</sup> day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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Bruce Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**2020 Reservation Road Pavement Rehabilitation Project**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ 2020, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Granite Rock Company or "Contractor,"

**W I T N E S S E T H:**

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

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

- a. Accepted Proposal;
- b. Proposal Guaranty Bond;
- c. Contract Agreement;
- d. Performance Bond;
- e. Bond for Labor and Material;
- f. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors;
- g. These Specifications;
- h. The California State Standard Specifications and Standard Details 2018; and
- i. Insurance.

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

One Million Five Hundred Thirty-One Thousand Five Hundred Twenty-Nine Dollars  
(\$1,531,529.00 )

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

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

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

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

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

**EIGHTH:** The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.06 of the Standard Specifications, State of California, 2018 Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

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

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

**ELEVENTH:**

**COMPLIANCE WITH PROVISIONS OF LAW.**

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

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

CONTRACTOR

CITY OF MARINA

By: \_\_\_\_\_

By: Layne P. Long, City Manager

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Robert Wellington, City Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Anita Shepherd-Sharp, Deputy City Clerk

Date: \_\_\_\_\_

Resolution No. 2020-\_\_

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 5, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,  
APPROVING THE DESTRUCTION OF PAYROLL RECORDS  
ACCORDING TO THE CITY'S RECORDS RETENTION POLICY  
COVERING THE YEARS OF 1986 to 2008.**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving the destruction of payroll records according to the City's Records Retention Policy covering the calendar years of 1986 to 2008.

**BACKGROUND:**

The City has adopted a records retention policy. The policy specifies when records may be destroyed. The policy requires the employee in custody of the records, the department head responsible for the record and the City Attorney to certify that the records can be destroyed according to the City's records retention policy.

**ANALYSIS:**

The City's requirements for maintaining records vary. Retirement and Payroll Register records are to be kept forever. All other records, however, may be disposed after 7 years as shown in Table I, Records Retention Requirements for Payroll.

Table I  
Records Retention Requirements for Payroll

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                                                                 |
| 402 |    | <b>PAYROLL</b>                  |                         |          |       |        |       |     |                                                                                                                          |                                                                                         |
| 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  | DE     | Yes   | FF  | Signed by employees                                                                                                      | GC 34090; 29 CFR 516.2; 20 CFR 516.6(1); IRS Reg 31.6001-1(3)(a); 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  |                                                                                                                          |                                                                                         |

The destruction of these records meets the requirements of the policy. Attached is the Records Destruction Form certifying these are being properly disposed of. (**"EXHIBIT A"**)

**FISCAL IMPACT:**

The disposal of these records will relieve the Finance Department of the burden of maintaining these records.

**CONCLUSION:**

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

Respectfully submitted,

---

Eric Frost  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

Attachment: Records Destruction Form

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING  
THE DESTRUCTION OF PAYROLL RECORDS ACCORDING TO THE CITY'S RECORDS  
RETENTION POLICY COVERING THE YEARS OF 1986 TO 2008

WHEREAS, the City of Marina is required to retain records permanently or for a set period of time;  
and

WHEREAS, the City of Marina has adopted a records retention policy to provide for an orderly  
disposal of records when allowed by law; and

WHEREAS, the employee in possession of the records, the department head responsible for the  
records and the City Attorney have all approved the destruction of the records as shown on the  
Records Destruction Form; and,

WHEREAS, the City Council approves the final destruction of all records; and

WHEREAS, a permanent record of what records have been destroyed will be retained by the City  
Manager's Office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY  
RESOLVE AS FOLLOWS:

SECTION 1. The City Council authorizes the destruction of the following records:

Various Payroll Records from 1986 to 2008

PASSED and ADOPTED by the City Council of the City of Marina at a special meeting duly held  
on this 5<sup>th</sup> day of August 2020 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

# EXHIBIT A

## RECORDS DESTRUCTION FORM

The records listed below are scheduled to be destroyed, as indicated on:

x Retention Schedule adopted by City Council

\_\_\_\_ Law. Specific Code Section: GC 34090 and others below

\_\_\_\_ City Council Resolution Number \_\_\_\_\_

Pursuant to the City's Records Retention Policy and Records Retention Schedule adopted by Resolution No. 2020-08\_\_ I am recommending that the following records be destroyed:

The attached shows which payroll records are being proposed to be destroyed. The newest record is from 2005, 15 years old. The City's retention policy dealing with Payroll records is shown below.

|     |    |                                 |    |   |      |     |     |     |                                                                                                                          |                                                                                        |
|-----|----|---------------------------------|----|---|------|-----|-----|-----|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 402 |    | <b>PAYROLL</b>                  |    |   |      |     |     |     |                                                                                                                          |                                                                                        |
| 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 | DE  | Yes | FF  | Signed by employees                                                                                                      | GC 34090; 29CFR 516.2; 20 CFR 516.6(1); IRS Reg 31.6001-1(3)(a); R&T 19530; LC 1174(d) |
| 402 | 04 | Other Payroll-Related Documents | Au | 6 | Au+6 | DHC | 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  |                                                                                                                          |                                                                                        |

**DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION:**

**Signature to be completed later**

Employee

Date

**Signature to be completed later**

Department Head

Date

**Signature to be completed later**

City Attorney

Date

-----  
(Complete after destruction has been performed)

**I HEREBY CERTIFY** that the items listed above have been destroyed in accordance with City policies and procedures:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Records held in Finance awaiting disposition. They are able to be destroyed according to GC 34090

1. Labor Distribution 12.27.2004 – 06.26.2005 + timecards
2. Labor Distribution 12.30.2002 – 06.29.2003 + timecards
3. Labor Distribution 12.18.2000 – 06.17.2001 + timecards + various payroll reports
4. Labor Distribution 06.27.2005 – 12.25.2005 + timecards
5. Labor Distribution 07.01.2002 – 12.29.2002 + timecards
6. Health Reports + various payroll reports + timecards
7. Timecards 1986 – 1987
8. Various Payroll Reports FY 2001/2002 + FY 2002/2003 (AFLAC, Master Control, etc.)
9. Timecards 1990 – 1991
10. Labor Distribution 01.01.2001 - 12.31.2001

All these records have had the payroll register and any CalPERS retirement records removed. These records are eligible for destruction under the City's records retention policy 402.04 or 402.03.

Honorable Chair and Members  
of the Marina City Council

City Council Meeting  
of August 5, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,  
APPROVING AN AGREEMENT BETWEEN 2<sup>ND</sup> NATURE SOFTWARE,  
INC. AND THE CITY OF MARINA FOR ENVIRONMENTAL SERVICES  
FOR THE RETENTION BASIN ANNUAL WATER MONITORING STUDY,  
AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE  
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND  
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT  
ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND  
APPROVAL BY THE CITY ATTORNEY.**

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Adopting Resolution No. 2020-, approving an agreement between 2<sup>nd</sup> Nature Software, Inc. and the City of Marina for Environmental Services for the Retention Basin Annual Water Monitoring Study, and;
2. Authorizing the Finance Director to make the necessary accounting and budgetary entries.
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

**BACKGROUND:**

The approved Capital Improvement Program (CIP) budget includes a project for the Retention Basin Annual Water Monitoring Study (HSR 2009). The Project scope is to study three (3) of the six City's Vernal Pond sites ("**EXHIBIT A**") with topographic survey, instrument installation to collect high-resolution, continuous depth measurements, and regular visual observation at each basin to quantify the volume inputs from contributing catchments and volume outputs through lateral infiltration into the beach sand, evapotranspiration, and outflow (if any).

**ANALYSIS:**

The City's stormwater system is under evaluation from the Regional Water Quality Control Board for its effectiveness in the capture and treatment of pollutant loads through volume load modeling. The proposed study will provide more accurate inputs of treatment capacity, footprint, and loss rates associated with the structural BMPs and provide the Regional Board and the City with the framework for future monitoring. Should the study conclude with evidence that the basin capacity of the retention basins is never exceeded, the data shall be presented to the Central Coast Regional Water Board for a reduced stormwater permit.

2<sup>nd</sup> Nature was the environmental specialists for the City's surveying and monitoring of its municipal separate storm sewer system (MS4) and has the knowledge base to complete the project's environmental review in the expected timeline. They are the only private company that the Central Coast Water Board has approved for GIS mapping and waterway monitoring for

Municipalities under the NPDES Phase II permit. With that extensive and historic knowledge, 2<sup>nd</sup> Nature is the most qualified consultant to perform this review. The City may hire a consultant through an informal process and pay the consultant such compensation as it deems appropriate for the services rendered. [See Govt. Code §§37103, 53060.] Adequate funding has been allocated to complete this portion of work within the approved budget in the CIP.

**FISCAL IMPACT:**

Should the City Council approve this request, adequate funding is available in the City Capital Improvement Program project fund 462.HDR2009 - Retention Basin Annual Water Monitoring.

**CONCLUSION:**

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

Respectfully submitted,

---

Edrie Delos Santos, P.E.  
Senior Engineer  
Public Works Department  
City of Marina

**REVIEWED/CONCUR:**

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Brian McMinn, P.E., P.L.S.  
Public Works Director/City Engineer  
City of Marina

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Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING AN AGREEMENT BETWEEN 2<sup>ND</sup> NATURE SOFTWARE, INC.  
AND THE CITY OF MARINA FOR ENVIRONMENTAL SERVICES FOR  
THE RETENTION BASIN ANNUAL WATER MONITORING STUDY, AND  
AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY  
ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE CITY  
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY  
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY  
ATTORNEY.

WHEREAS, the approved Capital Improvement Program (CIP) budget includes a project for the Retention Basin Annual Water Monitoring Study (HSR 2009). The Project scope is to study three (3) of the six City's Vernal Pond sites (**Exhibit A**) with topographic survey, instrument installation to collect high-resolution, continuous depth measurements, and regular visual observation at each basin to quantify the volume inputs from contributing catchments and volume outputs through lateral infiltration into the beach sand, evapotranspiration, and outflow (if any), and;

WHEREAS, the City's stormwater system is under evaluation from the Regional Water Quality Control Board for its effectiveness in the capture and treatment of pollutant loads through volume load modeling. The proposed study will provide more accurate inputs of treatment capacity, footprint, and loss rates associated with the structural BMPs and provide the Regional Board and the City with the framework for future monitoring. Should the study conclude with evidence that the basin capacity of the retention basins are never exceeded, the data shall be presented to the Central Coast Regional Water Board for a reduced stormwater permit, and;

WHEREAS, 2<sup>nd</sup> Nature was the environmental specialists for the City's surveying and monitoring of its municipal separate storm sewer system (MS4) and has the knowledge base to complete the project's environmental review in the expected timeline. They are the only private company that the Central Coast Water Board has approved for GIS mapping and waterway monitoring for Municipalities under the NPDES Phase II permit. With that extensive and historic knowledge, 2<sup>nd</sup> Nature is the most qualified consultant to perform this review. The City may hire a consultant through an informal process and pay the consultant such compensation as it deems appropriate for the services rendered. [See Govt. Code §§37103, 53060.] Adequate funding has been allocated to complete this portion of work within the approved budget in the CIP, and;

WHEREAS, should the City Council approve this request, adequate funding is available in the City Capital Improvement Program project fund 462.HDR2009 - Retention Basin Annual Water Monitoring.

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

1. Approve an agreement between 2<sup>nd</sup> Nature Software, Inc. and the City of Marina for Environmental Services for the Retention Basin Annual Water Monitoring Study, and;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries, and;

3. Authorize the City Manager to execute the 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 5<sup>th</sup> day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

---

Bruce C. Delgado, Mayor

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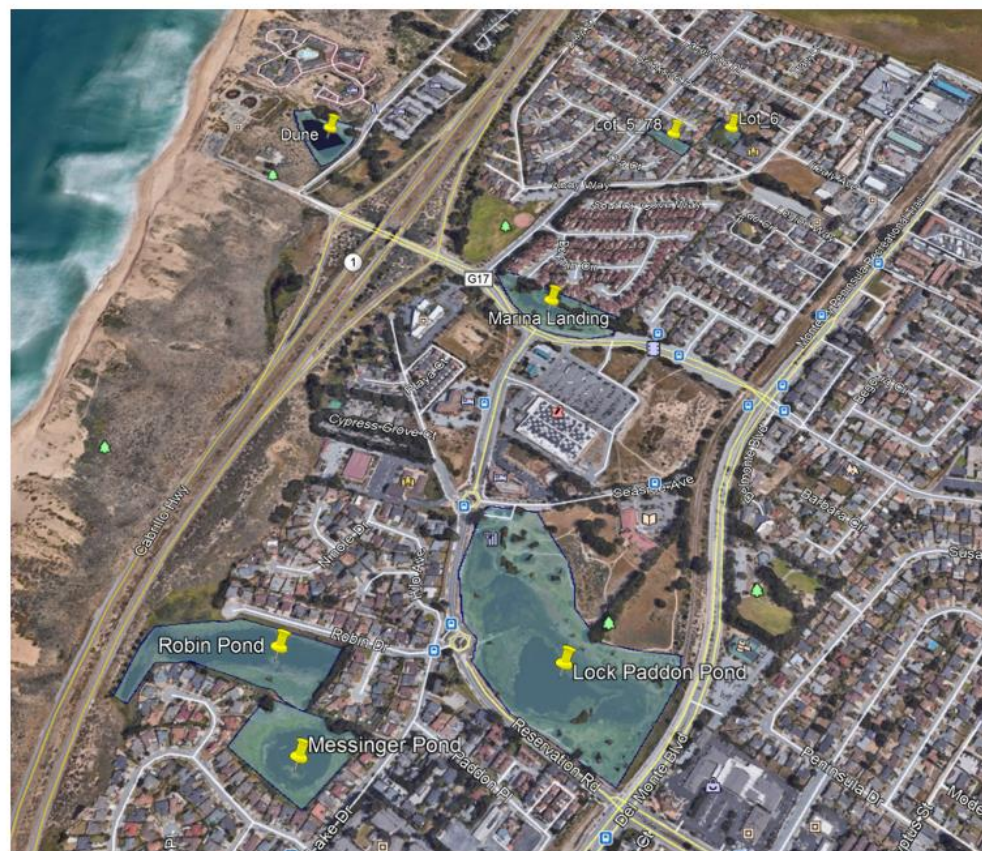
Anita Sharp, Deputy City Clerk

# Site Selection - Marina Retention Basin Study

## Marina's Retention Basins

- There are six retention basins that drain impervious stormwater runoff in City of Marina that will be assessed for instrumentation.
- Site selection criteria will include reviewing: accessibility, and ease of instrument installation, threat of vandalism, and total drainage area treated.

| Retention Pond ID | Drainage Area (acres) |
|-------------------|-----------------------|
| Lot_5_78          | 20                    |
| Lot_6             | 37                    |
| Marina Landing    | 80                    |
| Locke Paddon      | 265                   |
| Robin             | 136                   |
| Messinger         | 46                    |



2NDNATURE

07/27/2020 4:00:02 PM

CITY OF MARINA

**AGREEMENT FOR ENVIRONMENTAL SERVICES FOR THE RETENTION  
BASIN ANNUAL WATER MONITORING STUDY**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and 2<sup>ND</sup> Nature Software, a California Corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

**Recitals**

- A. City desires to retain Contractor for environmental services for the Retention Basin Annual Water Monitoring Study, hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. Consultant represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- D. City desires to retain Contractor to provide such services.

**Terms and Conditions**

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

**1. Scope of Work.**

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

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

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

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

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

## **2. Term of Agreement & Commencement of Work.**

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2023, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) Contractor shall commence work on the Project on or by August 17, 2020. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

## **3. Compensation.**

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed Seventy Thousand Fifteen Dollars (\$70,015.00) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

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

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

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

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

#### **4. Termination or Suspension.**

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

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

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

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

**5. Project Administrator, Project Manager & Key Personnel.**

(a) City designates as its Project Administrator Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Krista McDonald as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

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

**6. Delegation of Work.**

(a) If Contractor utilizes any subcontractors other than those set forth in Exhibit A section 2, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

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

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

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

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

9. **Ownership of Data.** Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. **Conflict of Interest.**

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

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

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

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

**12. Non-Discrimination.**

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

**13. Indemnification & Hold Harmless.**

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

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

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

#### **14. Insurance.**

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

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

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

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

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

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

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

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

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

**20. Compliance With Laws.**

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

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

14

To Contractor: Krista McDonald  
2<sup>nd</sup> Nature Software, Inc.  
500 Seabright Avenue, Suite 205  
Santa Cruz, CA 95062  
Fax: 831-426-7092

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

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

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

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

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

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

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

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

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

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

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

33. **Time.** Time is of the essence in this contract. Under no circumstances shall completion of the contract exceed December 31, 2023.

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

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

**CITY OF MARINA**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: Layne Long  
Its: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

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#### TASK 1 – SELECT & INSTRUMENT RETENTION BASINS

2NDNATURE will review all six of Marina's retention ponds in the MS4 boundaries and identify three retention basins to instrument with continuous depth instrumentation. Criteria for retention pond selection will include accessibility, and ease of instrument installation, threat of vandalism, total drainage area treated, and the ability to provide unique and valuable information relative to the other basins selected. 2NDNATURE will present the proposed selected retention ponds to City of Marina staff and Save the Whales for discussion and final approval.

2NDNATURE's water quality fabricator will custom design and construct durable instrument housing at each selected retention basin, built to last multiple seasons and to protect instrumentation from theft or tampering for the duration of the study. Housing will be installed in the retention basins with a staff plate and a pressure transducer data logger, programmed to measure water depth at a designated interval.

A certified engineer will need to be contracted to perform a topographic survey at all three selected sites at the resolution necessary to develop a depth to capacity rating curve, and accurately calculate the required structural BMP inventory fields (footprint, treatment capacity, wet pool capacity). The survey will include the elevation of all inlets, outlets, and instrumentation. 2NDNATURE will solicit cost estimates from local land surveyors to complete the topographic survey once sites are selected. An accurate cost estimate cannot be developed without verification on the location, size, substrate, vegetation and topographic complexity; therefore, this cost is not included in the attached budget.

#### ***Deliverables***

- Memo documenting the process and rationale for prioritizing and selecting the retention basins for instrumentation
- Design and install continuous hydrology housing and instruments at three retention basins
- Facilitate cost estimates from a certified engineering firm to perform a topographic survey at all three selected retention basin

#### ***Assumptions***

- City will provide plans with storm drain lines that deliver runoff to retention basins, or City personnel will accompany 2N staff in the field to show storm drain inlets to each pond
- City of Marina will provide all required permissions to install equipment and conduct surveys on public property
- City will secure funds to directly pay certified engineering firm to complete the topographic surveys at three selected basins

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## TASK 2 – DATA COLLECTION & MANAGEMENT

Regular site visits are necessary to maintain the instrumentation and ensure the quality of the data collection. 2N field staff will visit each instrumented retention basin quarterly to verify instrumentation and housing is secure and working appropriately. Manual spot stage measurements will be made during all site visits to verify and QAQC continuous data. Quarterly data downloads will be performed using telemetry units. 2N will locate a metrological station local to Marina with publicly available precipitation data. Weather data will be downloaded at the same interval as data loggers. Collectively, depth and barometric gauges, and weather data will be downloaded and QAQC'ed quarterly. Data will be stored and managed in MS Excel spreadsheet. Final data will be uploaded to an MS Access database and provided to the City in Access or Excel format. 2N will coordinate site field visit days with Save the Whale staff to demonstrate data collection needs for each site. Detailed protocols to export continuous data from the telemetry units will be developed and circulated with participating staff.

### ***Deliverables***

- QAQC'ed continuous depth and weather data, available in tabular format by request
- Detailed written protocols and site maps describing field data collection needs from each instrumented site for reference

### ***Assumptions***

- Save the Whales staff visits retention basins once a month to perform stage spot measurements
- Save the Whales staff visits retention basins at 3-5 rain events to verify no outflow is occurring from the retention basin

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## TASK 3 –ANNUAL WATER YEAR BUDGET

Continuous depth data and weather data will be aggregated from the entire water year and summarized in a water budget. Using the topographic survey, 2N will tie the basin's topographic data to the depth data recorder elevation to create a basin stage to storage rating curve in ArcGIS. From this relationship, a continuous basin water storage time series will be created. A detailed water budget will compare this volume time series to input estimates (based on the precipitation record, drainage area characteristics, etc.) and loss estimates (outflow, evapotranspiration, lateral infiltration) on appropriate time scales (daily, weekly, monthly, etc.). 2N will document the data collection and analysis tools used to determine annual water budget and summarize the water budget with a technical memo.

### ***Deliverables***

- Technical memo summarizing data collection methods, analysis and the annual water year budget.

Schedule:

Submit to the City of Marina annual water year budget for the previous water year by January 30<sup>th</sup>.

**EXHIBIT B**  
*Cost Estimate*

### City of Marina-Retention Basin Water Budget - Year 1

2NDNATURE, LLC  
Jul-20

| 2NDNATURE Personnel |                      |                    |                   |                     |              | Save the Whales Staff |                     |                      |                |      | Labor per Task |
|---------------------|----------------------|--------------------|-------------------|---------------------|--------------|-----------------------|---------------------|----------------------|----------------|------|----------------|
| Principal           | Senior Scientist III | Senior Scientist I | Expert Fabricator | Science Associate I | Principal    | Assistant Principal   | Program Assistant I | Program Assistant II | CSUMB Student* |      |                |
| Hourly Rate         | \$210                | \$185              | \$141             | \$100               | \$110        | \$86                  | \$75                | \$40                 | \$35           | \$0  |                |
|                     | 4                    | 12                 | 20                | 4                   |              |                       |                     |                      |                |      | \$ 4,872.00    |
|                     |                      | 10                 | 84                | 12                  |              |                       |                     |                      |                |      | \$ 11,130.00   |
|                     | 2                    | 2                  | 10                | 4                   |              |                       |                     |                      |                |      | \$ 2,640.00    |
|                     |                      |                    |                   |                     |              | 8                     |                     | 5                    | 2              | 0    | \$ 958.00      |
| Task 1              | 2                    | 6                  | 32                | 104                 | 20           | 8                     | 0                   | 5                    | 2              | 0    | \$ 19,600.00   |
|                     |                      | 20                 |                   | 32                  | 10           | 10                    | 10                  | 10                   | 0              |      | \$ 8,700.00    |
|                     | 2                    | 21                 |                   | 32                  | 4            | 4                     | 8                   | 8                    |                |      | \$ 8,095.00    |
|                     |                      |                    |                   |                     | 12           | 12                    | 20                  | 20                   | 0              |      | \$ 3,432.00    |
| or STW              |                      | 12                 |                   | 20                  | 6            | 6                     | 6                   |                      |                |      | \$ 5,098.00    |
| Task 2              | 0                    | 2                  | 53                | 84                  | 32           | 32                    | 44                  | 38                   | 0              |      | \$ 25,325.00   |
|                     | 2                    | 10                 | 24                | 24                  |              |                       |                     |                      |                |      | \$ 8,294.00    |
|                     | 2                    | 16                 | 24                | 12                  |              |                       |                     |                      |                |      | \$ 8,084.00    |
| Task 3              | 4                    | 26                 | 48                | 36                  |              |                       |                     |                      |                |      | \$ 16,378.00   |
| Total hours         | 6                    | 34                 | 133               | 104                 | 140          | 40                    | 32                  | 49                   | 40             | 0    |                |
| Cost per staff      | \$ 1,260.00          | \$ 6,290.00        | \$ 18,753.00      | \$ 10,400.00        | \$ 15,400.00 | \$ 3,440.00           | \$ 2,400.00         | \$ 1,960.00          | \$ 1,400.00    | \$ - |                |

2N Labor \$ 52,103.00

STW Labor \$ 9,200.00

**additional expenses:**

|                                          |                 |
|------------------------------------------|-----------------|
| Raw materials for site fabrication       | \$ 1,000.00     |
| Depth Data Loggers                       | \$ 6,200.00     |
| 2N Misc Equip                            | \$ 300.00       |
| STW Mileage                              | \$ 220.00       |
| STW Misc Equip                           | \$ 200.00       |
| <b>Expense Subtotal</b>                  | <b>7,920.00</b> |
| 10% markup on expenses                   | 792.00          |
| <b>10% markup on subcontractor labor</b> | <b>920.00</b>   |

|                               |                     |
|-------------------------------|---------------------|
| <b>TOTAL Consulting Fees:</b> | <b>\$ 70,015.00</b> |
|-------------------------------|---------------------|

### **Exhibit C - Insurance**

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

**Commercial General Liability (primary).** Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

**Umbrella Liability Insurance.** Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

**Business Auto.** Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

**Workers’ Compensation/Employers’ Liability.** Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employers’ liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

**Property Insurance.** Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

**Errors and Omissions/Professional Liability.** Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of the warranty period of the Project.

**Contractor and City further agree as follows:**

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit 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) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor 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. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) 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 Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes 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.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor 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 Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

Honorable Mayor and Members  
Of the Marina City Council

City Council Meeting  
of August 5, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO 2020-,  
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA  
AND MS. CHERYL KENT FOR SERVICES AS COVID-19 CODE  
ENFORCEMENT OFFICER AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE EMPLOYMENT AGREEMENT ON  
BEHALF OF THE CITY**

**RECOMMENDATION:**

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, approving an agreement between the City of Marina and Ms. Cheryl Kent, for services as the COVID-1 Code Enforcement Officer AICP, and;
2. Authorize the City Manager to execute the agreement on behalf of the City.

**BACKGROUND:** Beginning April 20, 2020, the City retained the services of Ms. Cheryl Kent to provide Code Enforcement services to the City in association with regulations from the County related to COVID-19. Ms. Kent was employed by the Los Angeles Police Department for 28 years and has worked as a private investigator.

She was hired on a part-time basis to work up to a maximum of 480 hours (12 weeks @ 40 hours per week). She has now worked the 480 hours allowed under her current contract.

**ANALYSIS:**

As mentioned above, Ms. Kent has extensive experience and has done an excellent job in her role as the COVID-19 Code Enforcement Officer. Her work has included visiting businesses to ensure that they had the required information postings located at their premises. She has done follow-up work with businesses in response to complaints about violations of County requirements and protocols. She has responded to construction complaints during the time construction was not being allowed. She has also been coordinating with Monterey County Health Department on complaints as well.

The proposed contract with Ms. Kent has been prepared for City Council consideration (“**EXHIBIT A**”). This contract is a consulting arrangement and not a city employment contract. The proposed agreement calls for up to 24 hours per week, which is sufficient at this time for Code Enforcement Services relating to COVID-19. The proposed contract is for \$60 per hour and would expire on October 31, 2020 or sooner if these services are no longer needed.

**FISCAL IMPACT:**

Funding for this position is provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. This Act allows for reimbursement of COVID-19 related expenses.

**CONCLUSION:**

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

Respectfully submitted,

---

J. Fred Aegerter  
Community Development Director  
City of Marina

**REVIEW AND CONCUR**

---

Layne Long  
City Manager  
City of Marina

**NOTED FOR FISCAL IMPACT:**

I have reviewed the expenditures as proposed in this staff report and, unless otherwise noted, find that there is sufficient funding and that the proposed expenditures are contained within the approved budget.

---

Eric Frost  
Finance Director  
City of Marina

**RESOLUTION NO. 2020-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND  
MS. CHERYL KENT FOR SERVICES AS COVID-19 CODE ENFORCEMENT  
OFFICER AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE EMPLOYMENT AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, Beginning April 20, 2020, the City retained the services of Cheryl Kent to provide Code Enforcement services to the City in association with regulations from the County related to COVID-19; and

WHEREAS, Ms. Kent was employed by the Los Angeles Police Department for 28 years and has worked as a private investigator.

WHEREAS She was hired on a part-time basis to work up to a maximum of 480 hours (12 weeks @ 40 hours per week). She has now worked the 480 hours allowed under her current contract;

WHEREAS, Compensation is budgeted at \$60 per hour for up to a maximum of 24 hours per week; and

WHEREAS, Finding for this position will be provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which allows for total reimbursement of COVID-19 related expenses;

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

1. Approve an agreement between the City of Marina and Cheryl Kent, for services as the COVID-19 Code Enforcement Officer, and;
2. Authorize the City Manager to execute the agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 5<sup>th</sup> day of August 2020, by the following votes:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

---

Bruce C. Delgado, Mayor

---

Anita Sharp, Deputy City Clerk

**AGREEMENT FOR  
TEMPORARY EMPLOYMENT**

THIS AGREEMENT is made and entered into on August \_\_, 2020 by and between the CITY OF MARINA, a California City, hereinafter referred to as “City,” and Cheryl Kent, hereinafter referred to a “TEMPORARY EMPLOYEE,” as follows:

**Recitals**

A. Whereas the City of Marina declared an Emergency on \_\_\_\_\_ and has created a temporary position in response to the need imposed by the COVID-19 Emergency.

B. Whereas, TEMPORARY EMPLOYEE agrees to a temporary position to provide inspection services and enforce the County of Monterey’s and City of Marina’s COVID -19 Orders (such as currently exist or as updated during the term of this contract) and has the requisite skill, training and experience to properly perform this position.

**Terms and Conditions**

In consideration of the mutual provisions contained herein, City and TEMPORARY EMPLOYEE agree to the following terms and conditions:

1. At-Will, Temporary Employment. Both parties understand that TEMPORARY EMPLOYEE is accepting a temporary, at-will position and that either party may discontinue relationship relations at any time for any reason not prohibited by law, including the expiration of the emergency. Furthermore, there is no guarantee of continuous employment and the terms and/or conditions of employment may be modified at any time.

2. Employment. The TEMPORARY EMPLOYEE agrees that he or she will at all times faithfully, industriously, and to the best of his or her -skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the TEMPORARY EMPLOYEE shall comply with all City policies, procedures, rules and regulations, both written and oral, as are announced by the City from time to time.

3. Scope of Services. TEMPORARY EMPLOYEE is hereby hired and retained by the City to serve as inspector and code enforcement officer to enforce the County of Monterey COVID-19 Orders and to perform such other work as is assigned. It is expressly understood and agreed that said job description is subject to change.

4. Term. The TEMPORARY EMPLOYEE shall begin work on \_\_\_\_\_ and shall end work not later than October 31, 2020, or until the expiration of term of the City of Marina and County of Monterey COVID-19 Orders. In no event shall the term of this temporary employment exceed 320 hours.

5. Compensation. TEMPORARY EMPLOYEE shall be paid \$ 60.00 per hour, minus all applicable taxes and withholdings. Employee may work up to 24 hours per week, as needed. Total compensation shall not exceed 312 hours or work or \$18,720 in compensation due. Employee shall be provided with a City vehicle, cell phone and workspace for her use in performing this Contract. The vehicle, cell phone and keys to the workspace shall be surrendered to the City at the termination of this Contract.

6. Sick Leave After 30 days of employment, the TEMPORARY EMPLOYEE shall accrue three days (24 hours) of paid sick leave per year, which can be used only after the employee has been employed by the City for 120 calendar days, and only for the following reasons: medical or doctor appointments; your own diagnosis, care or treatment of an existing health condition or preventative care; time away from work caused by you being the victim of domestic violence, sexual assault, or stalking; or the actual illness or injury of your "Family Member." "Family member" includes: a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; grandparent; a grandchild; and a sibling. Sick leave will not be paid out at the end of the relationship, on termination, resignation, retirement or other separation.

7. Benefits. Other than Sick Leave (as set forth in Paragraph 6), as required by law, the TEMPORARY EMPLOYEE shall not receive any of the employee benefits that regular employees receive, including health insurance, vacation, paid holidays or participation in any retirement plan.

8. Confidential Information. TEMPORARY EMPLOYEE agrees that he or she will not at any time during the term of this agreement or after the expiration of this agreement disclose or communicate any "confidential information" to any person, corporation or entity. "Confidential information" means any information of a secret or confidential nature relating to the workplace, which may include, but is not be limited to, the following: trade secrets, proprietary information, customer information, customer lists, methods, plans, documents, data, drawings, manuals, notebooks, reports, models, inventions, formulas, processes, software, information systems, contracts, negotiations, strategic planning, proposals, business alliances, and training materials.

9. Personnel Rules. Except as modified by this Agreement, TEMPORARY EMPLOYEE shall be subject to and comply with the City Personnel Manual.

10. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

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

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

11. TEMPORARY EMPLOYEE's Examination of Agreement. TEMPORARY EMPLOYEE acknowledges that TEMPORARY EMPLOYEE has had the right to examine this Agreement, has been advised that TEMPORARY EMPLOYEE may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provision of this Agreement.

12.Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed to be severable, shall not be affected, and shall remain in full force and effect.

13. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall ne be deemed a waiver with respect to any subsequent default or matter.

14. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiations and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

IN WITNESS WHEREOF, TEMPORARY EMPLOYEE and the City, by its duly authorized representative, have executed this Agreement on the dates written below.

CITY OF MARINA

TEMPORARY EMPLOYEE

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Cheryl Kent

Date: \_\_\_\_\_

Date:\_\_\_\_\_

July 24, 2020

Item No. **8h(1)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 5, 2020

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2020-, ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON THE APPROVED DUNES PHASE 1C (FORMERLY UNIVERSITY VILLAGE) IMPROVEMENT PLANS AND FINAL MAP FOR RESIDENTIAL PHASE 3, AUTHORIZING THE CITY CLERK TO RELEASE BOND SECURITIES, ACCEPT A WARRANTY BOND, AND RECORD ACCEPTANCE WITH THE MONTEREY COUNTY RECORDER'S OFFICE**

**RECOMMENDATION:**

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, accepting the dedication of Public Improvements as shown on the approved Dunes Phase 1C (Formerly University Village) Improvement Plans and Final Map for Residential Phase 3;
2. Authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

**BACKGROUND:**

At the regular meeting of March 15, 2016, the City Council adopted Resolution No. 2016-36, approving the Phase 1C Final Map for The Dunes on Monterey Bay Development Project Subdivision. This was the third and last of the final maps that make up the entirety of the Dunes Residential Phase 1C.

At the same meeting, City Council adopted Resolution No. 2016-35, approving the Public Improvement Agreement encompassing the third phase of the three phases that make up the entirety of the Dunes Residential Phase 1C.

The Final Map of Tract No. 1524, recorded in the Monterey County Records Office in Volume 24 of Cities and Towns, at page 46 specifies the dedications for public use as part of the Owner's Statement ("EXHIBIT A"). Streets dedicated to the City on this map include portions of 3<sup>rd</sup> Avenue, 9<sup>th</sup> Street, Lighthouse Lane, Bluewater Court, Sandy Clay Lane, Parkview Way, Sea Glass Avenue, Skyview Drive, Wharf Terrace, 10<sup>th</sup> Street, Moonshell Lane, and Telegraph Boulevard.

The Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$2,386,686.

**ANALYSIS:**

The Improvements required by the improvement plans entitled "Street Improvement Plans for The Dunes on Monterey Bay Phase 3" ("**Improvement Plans**"), and approved by the City Engineer on March 11, 2016, were completed by MCP in substantial conformance with the approved Improvement Plans for the project.

The Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council.

Therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond (\$238,668) for public improvements in Phase 3 will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District.

**FISCAL IMPACT:**

The fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01.

**CONCLUSION:**

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

Respectfully submitted,

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Edrie Delos Santos, P.E.  
Senior Engineer  
Public Works Department  
City of Marina

**REVIEWED/CONCUR:**

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Brian McMinn, P.E., P.L.S.  
Public Works Director/City Engineer  
City of Marina

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Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON  
THE APPROVED DUNES PHASE 1C (FORMERLY UNIVERSITY VILLAGE)  
IMPROVEMENT PLANS AND FINAL MAP FOR RESIDENTIAL PHASE 3,  
AUTHORIZING CITY CLERK TO RELEASE BOND SECURITIES, ACCEPTING  
A WARRANTY BOND, AND RECORD ACCEPTANCE WITH MONTEREY  
COUNTY RECORDER'S OFFICE

WHEREAS, at the regular meeting of March 15, 2016, the City Council adopted Resolution No. 2016-36, approving the Phase 1C Final Map for The Dunes on Monterey Bay Development Project Subdivision. This was the third and last of the final maps that make up the entirety of the Dunes Residential Phase 1C, and;

WHEREAS, at the same meeting, City Council adopted Resolution No. 2016-35, approving the Public Improvement Agreement encompassing the third phase of the three phases that make up the entirety of the Dunes Residential Phase 1C, and;

WHEREAS, the Final Map of Tract No. 1524, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 46 specifies the dedications for public use as part of the Owner's Statement ("EXHIBIT A"). Streets dedicated to the City on this map include portions of 3<sup>rd</sup> Avenue, 9<sup>th</sup> Street, Lighthouse Lane, Bluewater Court, Sandy Clay Lane, Parkview Way, Sea Glass Avenue, Skyview Drive, Wharf Terrace, 10<sup>th</sup> Street, Moonshell Lane, and Telegraph Boulevard, and;

WHEREAS, the Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$2,386,686, and;

WHEREAS, the Improvements required by the improvement plans entitled "Street Improvement Plans for The Dunes on Monterey Bay Phase 3" ("**Improvement Plans**"), and approved by the City Engineer on March 11, 2016, were completed by MCP in substantial conformance with the approved Improvement Plans for the project, and;

WHEREAS, the Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council, and;

WHEREAS, therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond (\$238,668) for public improvements in Phase 3 will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District, and;

WHEREAS, the fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01.

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

1. Accept dedication of Public Improvements as shown on the approved Dunes Phase 1C (Formerly University Village) Improvement Plans and Final Map for Residential Phase 3;
2. Authorize the City Clerk to release Performance, and Labor and Materials bond securities;
3. Authorize the City Clerk to accept a warranty bond, and;
4. Authorize the City Clerk to record acceptance with Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5<sup>th</sup> day of August 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

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Bruce Delgado, Mayor

---

Anita Sharp, Deputy City Clerk

Vol. 24 C&amp;T Pg. 46 Tract #1534

## FINAL MAP OF

## TRACT NO.

PHASE 1C, THE DUNES ON  
MONTEREY BAY - THIRD PHASE

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER

AS SHOWN ON THE FINAL MAP

FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522

MONTEREY COUNTY RECORDS.

CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA



**WOOD RODGERS**  
DEVELOPING • INNOVATIVE • DESIGN SOLUTIONS  
4870 Willow Road, Suite 125  
Pleasanton, CA 94588 Tel 925.847.1956

FEBRUARY 2016

Sheet 1 of 7

JOB # 909.002

## 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 THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California SS

ON THE 22 DAY OF March, 2016, BEFORE ME, Kathy Lynn Bodaw, A NOTARY PUBLIC, PERSONALLY APPEARED Kathy Lynn Bodaw, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: Kathy Lynn BodawPRINTED NAME: Kathy Lynn BodawMY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: AlamedaMY COMMISSION EXPIRES: March 2, 2018MY COMMISSION NO.: 2559879

## OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS C&T TITLE TO SAID PROPERTY, THAT WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AND THAT WE AGREE TO THE PUBLIC USE OF SAID LANDS DESIGNATED TO THE CITY OF MARINA FOR PUBLIC USE. IN FEEL, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BLUEWATER COURT, LIGHTHOUSE LANE, SANDY CLAY LANE, 9TH AVENUE, 9TH STREET, PARKVIEW WAY, SEA GLASS DRIVE, WHARF DRIVE, WHARF TERRACE, 10TH STREET, MOONWELL LANE, AND TELEGRAPH BOULEVARD.

WE ALSO HEREBY DEDICATE TO THE CITY OF MARINA FOR OPEN SPACE PURPOSES, IN FEE, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS PARCEL L, PARCEL M, AND PARCEL N.

PARCELS L, J, AND K ARE "RESERVED AS PRIVATE OPEN SPACE" AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THERE ARE ALSO SHOWN ON THIS MAP AREAS OF LAND DESIGNATED AND DELINEATED AS "TEE" (PRIVATE INGRESS AND EGRESS EASEMENT) TO BE RESERVED AS PRIVATE ACCESS EASEMENTS FOR THE PRIVATE USE OF THE OWNERS OF THOSE LOTS ADJOINING SAID AREAS. THESE EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED, NOR ARE THEY OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF MARINA.

THERE ARE ALSO AREAS OF LAND SHOWN ON THIS MAP DESIGNATED AND DELINEATED AS "W" (PRIVATE WALKWAY EASEMENT), THE DESIGNATED USE AND MAINTENANCE OF THESE EASEMENTS SHALL BE AS PROVIDED BY THE PROJECT COVENANTS, CONDITIONS AND RESTRICTIONS. THESE EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED, NOR ARE THEY OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF MARINA. THESE EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED, NOR ARE THEY OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF MARINA.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THOSE EASEMENTS LABELED "SIDE" (STORM DRAIN EASEMENT), BEING PARCELS L AND K, AND PARCELS M AND N, FOR THE PURPOSES OF INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF STORM DRAINAGE FACILITIES, UNDERGROUND PIPING IS TO BE MAINTAINED BY THE CITY OF MARINA. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

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## 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 THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California SS

ON THE 22 DAY OF March, 2016, BEFORE ME, Kathy Lynn Bodaw, A NOTARY PUBLIC, PERSONALLY APPEARED Kathy Lynn Bodaw, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: Kathy Lynn BodawPRINTED NAME: Kathy Lynn BodawMY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: AlamedaMY COMMISSION EXPIRES: March 2, 2018MY COMMISSION NO.: 2559879

## TRUSTEE'S STATEMENT

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
TRUSTEE: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Director of Operations

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

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BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

A DEED OF TRUST TO SECURE THE PERFORMANCE OF AN AGREEMENT OR OTHER OBLIGATION, RECORDED JUNE 24, 2014 AS RECORDER SERIES NO. 2014028109 OF OFFICIAL RECORDS.

DATED: JUNE 24, 2014  
BENEFICIARY: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Shea Homes  
NAME: Shea Homes  
TITLE: Authorized Agent

**TRUSTEE'S ACKNOWLEDGEMENT**

I, 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 SS

COUNTY OF Alameda

ON THE 22 DAY OF March, 2016, BEFORE ME, Rachael Courtney, A NOTARY PUBLIC WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT, AND THAT HE/SHE IS A MAJOR OF AGE, AND THAT HE/SHE HAS BEEN DULY AUTHORIZED BY HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: Rachael Courtney

PRINTED NAME: Rachael Courtney

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Alameda

MY COMMISSION EXPIRES: January 16, 2019

MY COMMISSION NO.: 2096482

**BENEFICIARY'S ACKNOWLEDGEMENT**

I, 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 SS

COUNTY OF Alameda

ON THE 22 DAY OF March, 2016, BEFORE ME, Kathy Upadewan, A NOTARY PUBLIC WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT, AND THAT HE/SHE IS A MAJOR OF AGE, AND THAT HE/SHE HAS BEEN DULY AUTHORIZED BY HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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: Kathy Upadewan

PRINTED NAME: Kathy Upadewan

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Alameda

MY COMMISSION EXPIRES: March 27, 2018

MY COMMISSION NO.: 2059879

**CITY ENGINEER'S STATEMENT**

I, NOURDIN KHAYATA, ACTING CITY ENGINEER OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS APPROVED, ALTERNATIONS THEREOF, AND THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT" AS AMENDED, AND OF MARINA CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

Nourdin Khayata

NOURDIN KHAYATA  
 ACTING CITY ENGINEER, CITY OF MARINA  
 R.C.E. 52446 EXPIRATION DATE: 12-31-16

**CITY SURVEYOR'S STATEMENT**

I, CYRUS KIANPOUR, ACTING CITY SURVEYOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND IT IS TECHNICALLY CORRECT.

Cyrus Kianpour

CYRUS KIANPOUR  
 ACTING CITY SURVEYOR, CITY OF MARINA  
 U.S. 7515 EXPIRATION DATE: 12-31-17

**CITY ENGINEER'S STATEMENT**

I, ANITA 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 THE 24<sup>TH</sup> DAY OF APRIL, 2016, AT 9:30 AM IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 46, AT THE REQUEST OF FIRST AMERICAN TITLE CO. IN THE CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA. SAID MAP AS BLUEWATER COURT, LIGHTHOUSE LANE, SANDY CLAY LANE, 3RD AVENUE, 9TH STREET, PARKVIEW WAY, SEA GLASS AVENUE, SKYVIEW DRIVE, WHARF TERRACE, AND 1ST AVENUE, AND THE CITY OF MARINA HAS OFFERED TO ACCEPT THE CITY'S PARCEL IN OFFER FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ACCEPTS PUBLIC EASEMENTS OFFERED FOR DEDICATION.

Anita Sharp

ANITA SHARP  
 DEPUTY CITY CLERK OF MARINA

**SOILS REPORT STATEMENT**

A SOILS REPORT DATED JULY 1, 2005 PREPARED BY BERLOGAR GEOTECHNICAL CONSULTANTS HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION, AND IS ON FILE AT THE CITY OF MARINA ENGINEERING DEPARTMENT.

**SURVEYOR'S STATEMENT**

I, RYAN M. SEXTON, HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY MADE DURING THE MONTH OF MAY, 2016, AND IS BASED UPON THE RECORD MAPS, SURVEY RECORDS, AND LOCAL ORDINANCES AT THE REQUEST OF SHEA HOMES, UNITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED THEREON, AND THAT THE SURVEY IS SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE AREA OF THIS SUBDIVISION IS 19.45 ACRES, MORE OR LESS.

Ryan M. Sexton

RYAN M. SEXTON  
 P.L.S. 9177  
 EXPIRATION DATE: 03/21/2017

**PLANNING STATEMENT**

I, THERESA SZYMANSKI, ACTING COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARINA, HEREBY CERTIFY THAT THE MAP SHOWN HEREON IS SUBSTANTIALLY THE SAME AS THAT WHICH WAS PREPARED AND SUBMITTED TO THE CITY OF MARINA FOR REVIEW ON 2, 2009, AND THAT THE MAP SHOWN HEREON IS A REVISION OF THE MAP SHOWN ON 2, 2009.

Teresa Szymanski

THERESA SZYMANSKI, ACTING COMMUNITY DEVELOPMENT DIRECTOR  
 CITY OF MARINA

**RECORDERS STATEMENT**

FILED THIS 21<sup>ST</sup> DAY OF APRIL, 2016, AT 9:30 AM IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 46, AT THE REQUEST OF FIRST AMERICAN TITLE CO.

SIGNED: Steph L. Vagstad  
 COUNTY RECORDER

BY: Laura Manno  
 DEPUTY

SERIAL NUMBER: 20607965 FEE: 93.00

**CITY CLERK'S STATEMENT**

I, ANITA 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 THE 24<sup>TH</sup> DAY OF APRIL, 2016, AT 9:30 AM IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 46, AT THE REQUEST OF FIRST AMERICAN TITLE CO. IN THE CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA. SAID MAP AS BLUEWATER COURT, LIGHTHOUSE LANE, SANDY CLAY LANE, 3RD AVENUE, 9TH STREET, PARKVIEW WAY, SEA GLASS AVENUE, SKYVIEW DRIVE, WHARF TERRACE, AND 1ST AVENUE, AND THE CITY OF MARINA HAS OFFERED TO ACCEPT THE CITY'S PARCEL IN OFFER FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ACCEPTS PUBLIC EASEMENTS OFFERED FOR DEDICATION.

Anita Sharp

ANITA SHARP  
 DEPUTY CITY CLERK OF MARINA

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A SOILS REPORT DATED JULY 1, 2005 PREPARED BY BERLOGAR GEOTECHNICAL CONSULTANTS HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION, AND IS ON FILE AT THE CITY OF MARINA ENGINEERING DEPARTMENT.

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Ryan M. Sexton

RYAN M. SEXTON  
 P.L.S. 9177  
 EXPIRATION DATE: 03/21/2017

**RECORDERS STATEMENT**

FILED THIS 21<sup>ST</sup> DAY OF APRIL, 2016, AT 9:30 AM IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 46, AT THE REQUEST OF FIRST AMERICAN TITLE CO.

SIGNED: Steph L. Vagstad  
 COUNTY RECORDER

BY: Laura Manno  
 DEPUTY

SERIAL NUMBER: 20607965 FEE: 93.00

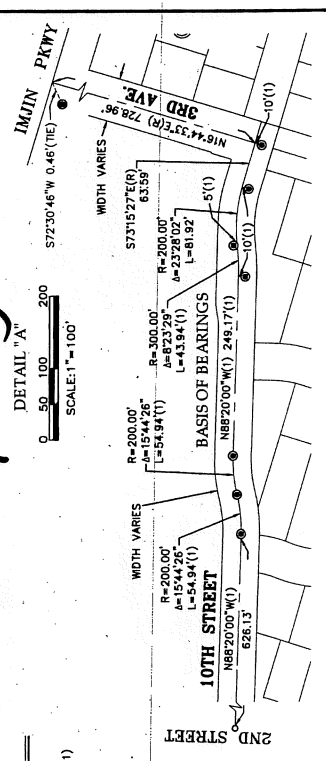
**FINAL MAP OF**  
**TRACT NO. 1524**  
**PHASE 1C, THE DUNES ON**  
**MONTEREY BAY - THIRD PHASE**  
 BEING A SUBDIVISION OF THE DESIGNATED REMAINDER  
 AS SHOWN ON THE FINAL MAP  
 FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522  
 MONTEREY COUNTY RECORDS.  
 CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA

**FEBRUARY 2016**

**WOOD RODGERS**  
 DEVELOPING - INNOVATIVE - DESIGN - SOLUTIONS  
 4870 Willow Road, Suite 125  
 Pleasanton, CA 94588 Tel: 925.847.8566

Sheet 2 of 7  
 JOB # 3089.002

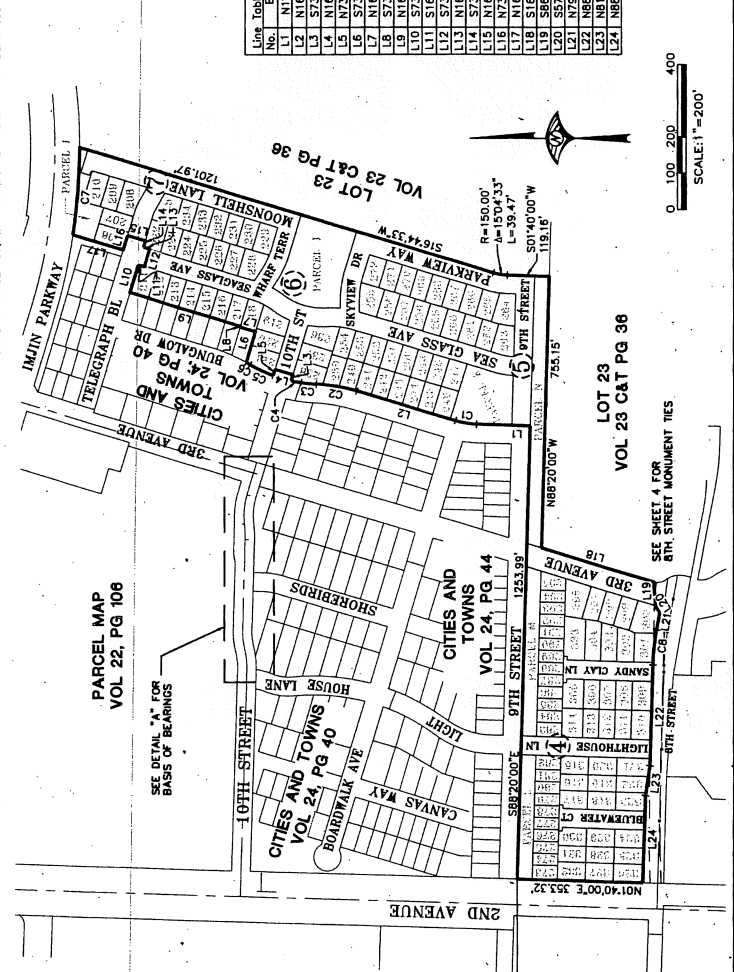
Vol. 24 C&T Pg. 46



- LEGEND**
- SET STANDARD STREET WELL MONUMENT
  - FOUND STANDARD STREET WELL MONUMENT PER (1)
  - AC ACRES
  - BOUNDARY LINE
  - RIGHT-OF-WAY LINE
  - LOT LINE
  - ADJACENT PROPERTY LINE / EASEMENTS
  - CENTERLINE
  - EASEMENT
  - ESMIT
  - EEE
  - OFFICIAL RECORDS
  - (ON)
  - PUBLIC UTILITY EASEMENT
  - RADIAL BEARING
  - PRIVATE UTILITY EASEMENT
  - STORM DRAIN EASEMENT
  - ④ SHEET NUMBER REFERENCE

- NOTES**
1. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
  2. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
  3. TOTAL AREA FOR THIS "PHASE 1C, THE DUNES ON MONTEREY BAY - MONTEREY BAY - THIRD PHASE" IS 1.24 ACRES, AS SHOWN ON VOLUME 22 OF PARCEL MAPS AT PAGE 106, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.
  4. MONUMENTS MARKED LS 9177 WILL BE SET AT ALL FRONT AND REAR LOT CORNERS. A 1" BRASS DISK WILL BE SET AT A 1100 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK FOR FRONT CORNERS THAT ARE LOCATED AT THE BACK OF SIDEWALK CORNERS. MONUMENTS MARKED LS 9177 WILL BE SET AT ALL FRONT AND REAR LOT CORNERS. A 1" BRASS DISK WILL BE SET AT A 1100 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK FOR FRONT CORNERS THAT ARE LOCATED AT THE BACK OF SIDEWALK CORNERS. MONUMENTS MARKED LS 9177 WILL BE SET AT ALL FRONT AND REAR LOT CORNERS. A 1" BRASS DISK WILL BE SET AT A 1100 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK FOR FRONT CORNERS THAT ARE LOCATED AT THE BACK OF SIDEWALK CORNERS.

- REFERENCES:**
- (1) 22 PARCEL MAPS 106 (PARCEL MAP)
  - (2) 24 CITIES AND TOWNS 40 (FINAL MAP)



Curve Table - This Sheet Only

| No. | Radius   | Delta     | Length  |
|-----|----------|-----------|---------|
| C1  | 224.00'  | 15°04'33" | 56.94'  |
| C2  | 464.00'  | 14°05'33" | 114.12' |
| C3  | 392.00'  | 6°09'08"  | 42.09'  |
| C4  | 392.00'  | 4°08'14"  | 28.31'  |
| C5  | 392.00'  | 10°17'22" | 70.40'  |
| C6  | 464.01'  | 1°30'45"  | 12.26'  |
| C7  | 1570.00' | 8°49'57"  | 242.02' |
| C8  | 631.00'  | 8°50.00'  | 97.26'  |

Line Table - This Sheet Only

| No. | Bearing     | Length  |
|-----|-------------|---------|
| L1  | N1°40'00"E  | 151.67' |
| L2  | N16°44'33"E | 284.43' |
| L3  | S73°15'27"E | 18.04'  |
| L4  | N16°44'33"E | 52.00'  |
| L5  | N73°15'27"E | 18.04'  |
| L6  | S73°15'27"E | 86.78'  |
| L7  | N16°44'33"E | 23.50'  |
| L8  | S73°15'27"E | 324.00' |
| L9  | N16°44'33"E | 80.00'  |
| L10 | S73°15'27"E | 17.97'  |
| L11 | S16°44'33"W | 52.00'  |
| L12 | S73°15'27"E | 17.97'  |
| L13 | N16°44'33"E | 17.97'  |
| L14 | S73°15'27"E | 52.00'  |
| L15 | N16°44'33"E | 52.00'  |
| L16 | N73°15'27"E | 42.10'  |
| L17 | S73°15'27"E | 128.60' |
| L18 | S86°46'30"W | 65.97'  |
| L19 | S87°53'40"W | 23.02'  |
| L20 | S73°15'27"E | 47.74'  |
| L21 | N79°30'00"W | 27.11'  |
| L22 | N86°20'00"W | 83.34'  |
| L23 | N81°43'51"W | 240.35' |
| L24 | N86°20'00"W | 240.35' |

FINAL MAP OF  
TRACT NO. 1524  
**PHASE 1C, THE DUNES ON  
MONTEREY BAY - THIRD PHASE**  
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER  
AS SHOWN ON THE FINAL MAP  
FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522  
CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA

**WOOD RODGERS**  
SURVEYING & ENGINEERING SOLUTIONS  
4870 Willow Road, Suite 200  
Pleasanton, CA 94566 Tel 925.847.1858

FEBRUARY 2016

Sheet 3 of 7  
JOB # 3089.002

8

**TITLE BLOCK:**

FINAL MAP OF  
TRACT NO. 1524  
**PHASE 1C, THE DUNES ON MONTEREY BAY - THIRD PHASE**  
BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON THE FINAL MAP  
FILED IN VOLUME 24 OF CITIES AND TOWNS AT PAGE 44, TRACT 1522 MONTEREY COUNTY RECORDS.  
CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA  
FEBRUARY 2016

**LEGEND:**

- SET STANDARD STREET WELL MONUMENT
- FOUND STANDARD STREET WELL MONUMENT PER (1)
- AC ACRES
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- ADJACENT PROPERTY LINE / EASEMENTS
- CENTERLINE
- EASEMENTS
- ESMT PRIVATE INGRESS/EGRESS EASEMENT
- IEE OR OFFICIAL RECORDS
- (OA) OVERALL DISTANCE
- (R) RADIAL BEARING
- PRIVATE UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- SHEET NUMBER REFERENCE

**TABLES:**

| No. | Bearing     | Length |
|-----|-------------|--------|
| L3  | S73°15'27"E | 4.04'  |
| L4  | S73°15'27"E | 4.07'  |
| L5  | S73°15'27"E | 4.05'  |

| No. | Radius  | Delta    | Length |
|-----|---------|----------|--------|
| C1  | 250.00' | 3°19'35" | 14.51' |
| C2  | 250.00' | 3°19'35" | 14.51' |
| C3  | 202.00' | 8°28'43" | 33.42' |
| C4  | 202.00' | 5°35'50" | 19.73' |
| C5  | 300.00' | 3°59'21" | 20.89' |
| C6  | 274.00' | 3°59'21" | 19.08' |
| C7  | 205.00' | 1°07'32" | 4.05'  |
| C8  | 202.00' | 1°08'54" | 4.05'  |
| C9  | 202.00' | 1°09'08" | 4.06'  |
| C10 | 200.00' | 1°07'45" | 4.00'  |

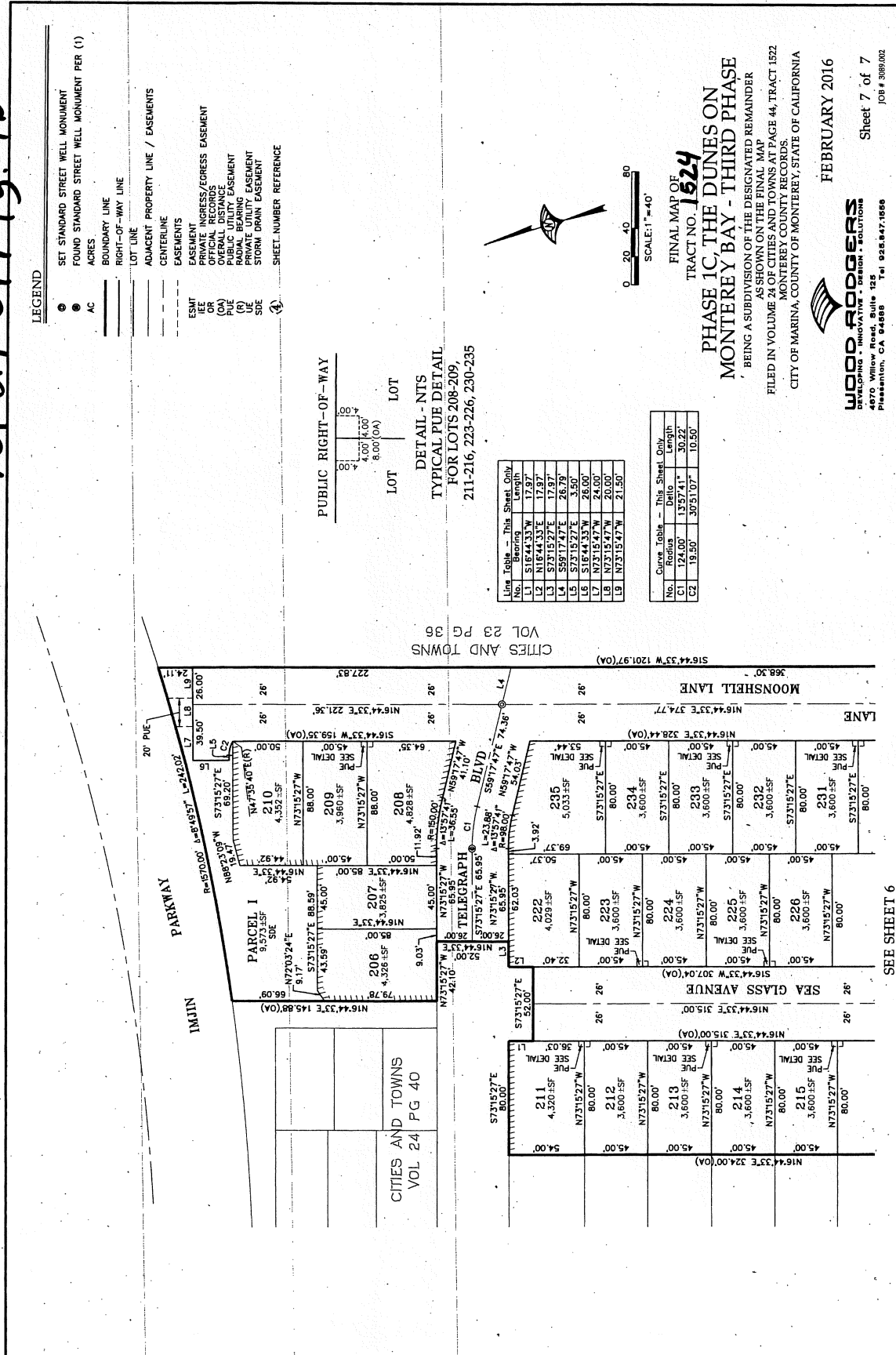
**Map Annotations:**

- STREETS:** 3RD AVENUE, 9TH STREET, SEA GLASS AVENUE, PARKVIEW WAY, BUNGALOW DRIVE.
- LOTS:** LOTS 243, 244, 245, 246, 247, 248, 249, 250.
- EASEMENTS:** DETAIL "A" - NTS TYPICAL PUE DETAIL FOR LOTS 243-250; DETAIL "B" - PUE DETAIL FOR LOTS 264 AND 265.
- PARCELS:** PARCEL K (22,630.15 SF), PARCEL N (31,467.5 SF).
- ADDITIONAL INFO:** SEE SHEET 4, SEE SHEET 6, VOL 23 PG 36, VOL 24 PG 44.

SEE SHEET 4      SCALE: 1" = 40'      SHEET 5 OF 7      JON # 308.002



Vol. 24 C&T Pg. 46



**PUBLIC IMPROVEMENT AGREEMENT**

**AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF  
STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES**

**“The Dunes on Monterey Bay” Project  
– A Portion of Phase 1-C – Third Phase/Residential –**

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (“Agreement”) is made and entered into this 19 day of April, 2016, by and between the City of Marina, herein called the “City,” a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the “Developer.”

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 1-C; 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 1-A, Phase 1-B and Phase 1-C, and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, on October 2, 2007, in Resolution 2007-229 the City approved a Final Map for Phase 1-C and a Subdivision Improvement Agreement. However, due to subsequent changes in economic conditions the Final Map was never recorded and the Subdivision Improvement Agreement was never executed, and therefore the approval of the Final Map for Phase 1-C approved on October 2, 2007, and the authority to enter into the Subdivision Improvement Agreement, attached as Exhibit B to Resolution 2007-229, were rescinded by the adoption of Resolution 2015-16 approving a Public Improvement Agreement for Phase 1-C First Phase/Residential; 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 1-C designated as residential in the Specific Plan (the "Initial Phase/Residential"); and

WHEREAS, on October 21, 2008, by Resolution 2008-209 the City approved an amendment to the Tentative Map affecting Phase 1-B, adopting two additional Conditions of Approval to the Tentative Map and thereby changing the numbering of Condition 18 to Condition 20; and

WHEREAS, ON May 18, 2010, by Resolution 2010-13(MRA) the Marina Redevelopment Agency 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 June 24, 2014, as document number 2014-029107; 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; 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, revised improvement plans entitled "Street Improvement Plans for The Dunes on Monterey Bay," herein "Improvement Plans," to those signed by the City Engineer on January 8, 2008, with revisions by Wood Rodgers dated June 17, 2014, and incorporated herein by this reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 1-C of The Dunes on Monterey Bay Project, referred to herein as Phase 1-C Third Phase/Residential or the "Project," located on and along Bluewater Court, Lighthouse Lane from 8<sup>th</sup> Street to 9<sup>th</sup> Street, Sandy Clay Lane, 3rd Avenue from 8th Street to 9th Street, Sea Glass Avenue, Parkview Way and Moonshell Lane, Telegraph Boulevard from Sea Glass Avenue to Moonshell Lane, Wharf Terrace, 10<sup>th</sup> Street from Bungalow Drive to Sea Glass Avenue, Skyview Drive, 9th Street from Bungalow Drive to Parkview Way, herein the "Property". Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on Exhibit A, herein the "Improvements;" above ground infiltration facilities may temporarily be utilized for the Project in lieu of final infiltration galleries where feasible; 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, 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 1-C First 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 1-C First 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, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 (The Dunes); 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 1-C Third Phase/Residential; and

WHEREAS, the City will not accept any of the Phase 1-C Third Phase/Residential public 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 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.

#### 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 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 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.

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 Developer and acceptance of the Improvements by the City the 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 Insurance website ([www.insurance.ca.gov](http://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 Two Million Dollars (\$2,000,000), 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 1-C Third Phase/Residential 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 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 his or her designee. That estimated amount is \$2,386,686. 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 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 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 days' notice of such default, or if the default may not reasonably be curing 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 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

That the following General Stipulations and any attached stipulations shall be completed, 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 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" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or 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.

#### 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 1-C – 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" A Portion of Phase 1-C-Second Phase Residential 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.

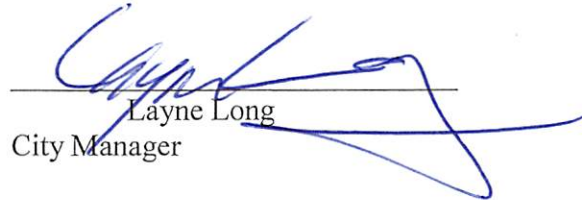
**IN WITNESS WHEREOF**, City and Developer have executed this Agreement as of the date first written above.

ATTEST:

CITY OF MARINA

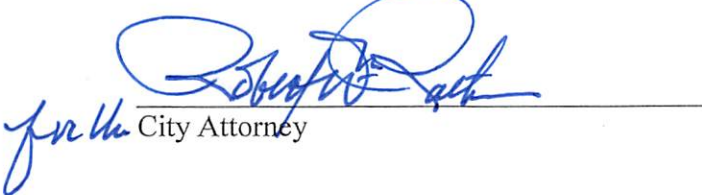


Acting Deputy City Clerk



Layne Long  
City Manager

APPROVED AS TO FORM:



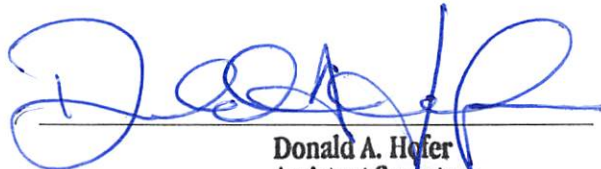
City Attorney

IN WITNESS WHEREOF Developer has executed this agreement as of

\_\_\_\_\_.

SHEA HOMES LIMITED PARTNERSHIP,  
a California Limited Partnership

BY:

  
\_\_\_\_\_  
**Donald A. Hofer**  
Assistant Secretary

BY:

  
\_\_\_\_\_  
**David Best**  
Authorized Agent

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

## CALIFORNIA ALL-PURPOSE 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 the truthfulness, accuracy, or validity of that document.*

STATE OF California )SS  
COUNTY OF Alameda )

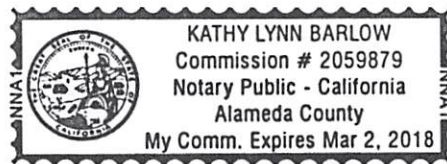
On March 24, 2016 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and David Best

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



This area for official notarial seal.

### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S) TITLE(S):  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

### OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

### THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by <<!!Table Field EQNAME Not Found!!>> 11/2007

# **EXHIBIT A**

THE DUNES ON MONTEREY BAY

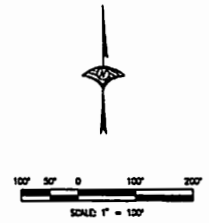
# PHASE 1C - THIRD FINAL MAP

# PHASE IV, V, VI - STREETS

*SHEA HOMES*

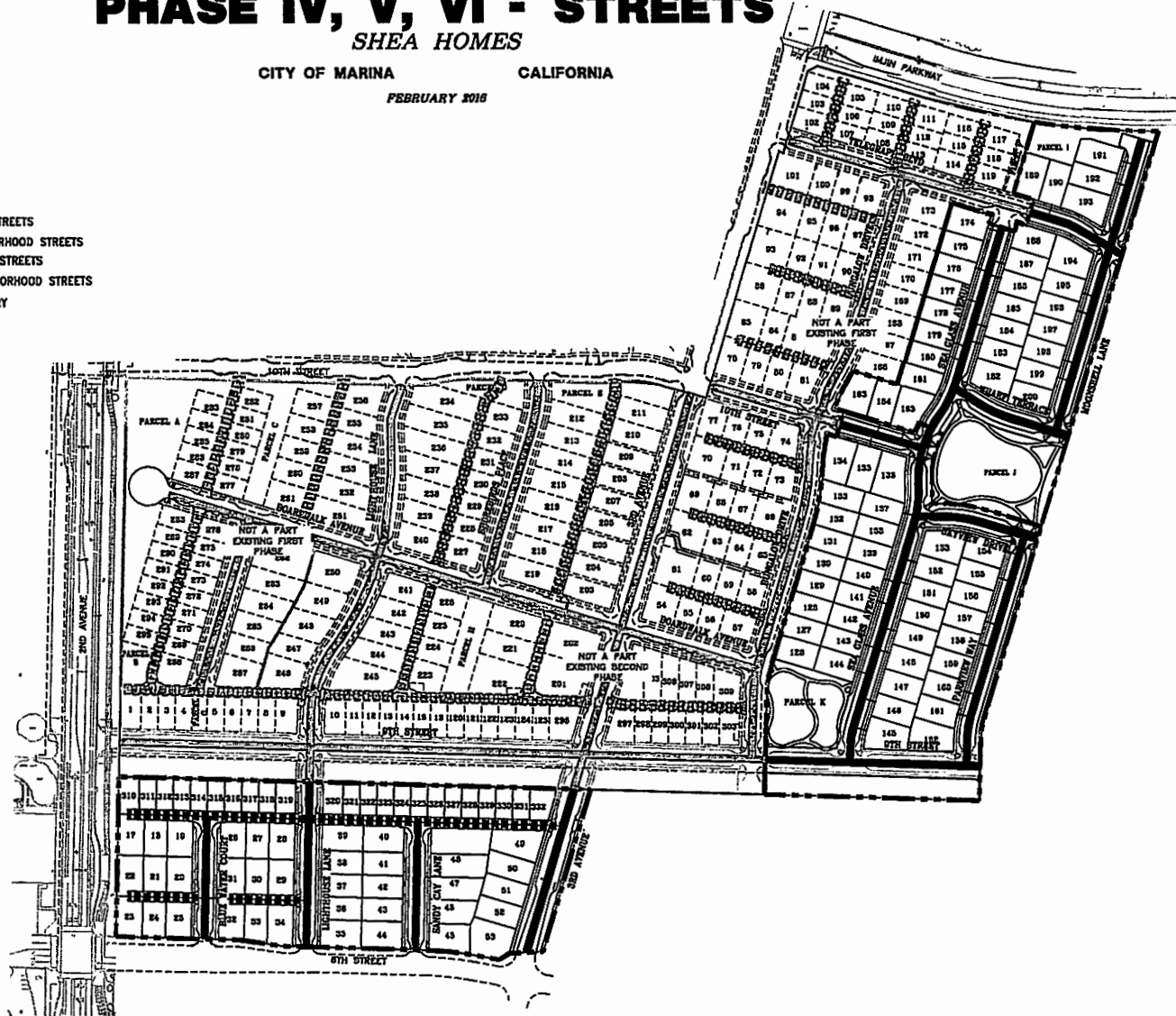
CITY OF MARINA CALIFORNIA

FEBRUARY 2016



## LEGEND

- EXISTING ALLEY STREETS
- EXISTING NEIGHBORHOOD STREETS
- PROPOSED ALLEY STREETS
- PROPOSED NEIGHBORHOOD STREETS
- PROJECT BOUNDARY

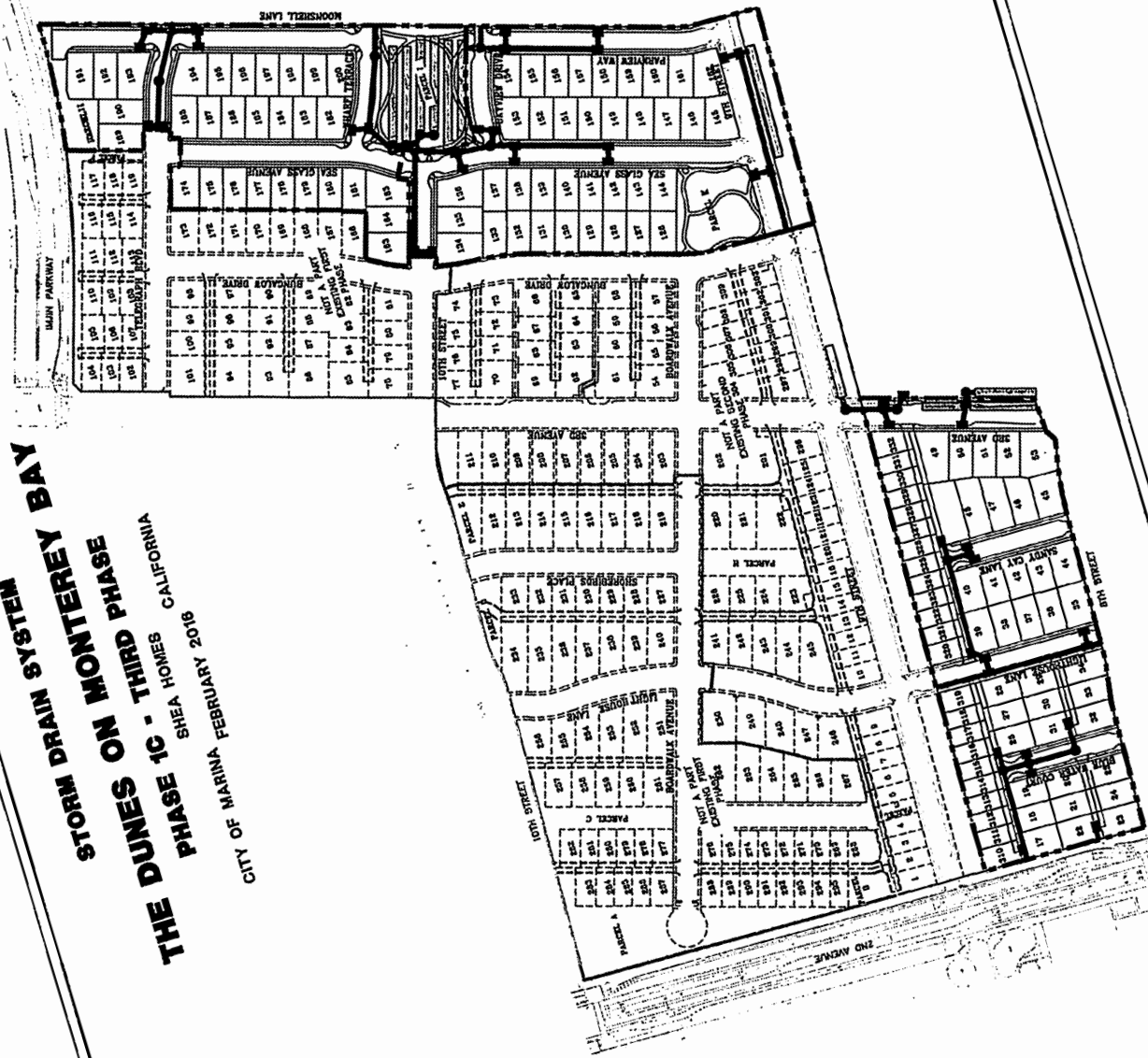


**WOOD RODGERS**  
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
 4870 WILLOW ROAD, STE. 125 TEL: 925.847.1888  
 PLEASANTON, CA 94588 FAX: 925.847.1887

**STORM DRAIN SYSTEM  
ON MONTEREY BAY  
THE DUNES ON THIRD PHASE  
PHASE 1C - THIRD PHASE**

SHEA HOMES CALIFORNIA  
CITY OF MARINA FEBRUARY 2006

- LEGEND**
- STORM DRAIN PIPELINES
  - PROJECT BOUNDARY
  - INFILTRATION GALLERY
  - STORM DRAIN MANHOLE
  - CATCH BASIN



**WDBB APPROPRIATE**  
FOR THE CITY OF MARINA  
FEBRUARY 2006

**Engineer's Estimate of Construction Costs**  
**STREET AND STORM DRAIN SYSTEMS**  
**PHASE 1C - PHASE IV-VI (THIRD PHASE FINAL MAP)**  
**THE DUNES ON MONTEREY BAY**  
**MARINA, CA**

| DESCRIPTION                 | TOTAL<br>COST |
|-----------------------------|---------------|
| Total Existing Improvements | \$ 558,964    |
| Total Proposed Improvements | \$ 2,330,789  |

**Total Subdivision Improvement Costs for Bond Purposes**

|                               |                           |
|-------------------------------|---------------------------|
| 10% of Existing Improvements  | \$ 55,896                 |
| 100% of Proposed Improvements | \$ 2,330,789              |
| <b>Total</b>                  | <b><u>\$2,386,686</u></b> |

**Engineer's Estimate of Construction Costs**  
**EXISTING STORM DRAIN SYSTEMS**  
**PHASE 1C - PHASE IV-VI (THIRD PHASE FINAL MAP)**  
**THE DUNES ON MONTEREY BAY**  
**MARINA, CA**

| ITEM                      | DESCRIPTION                     | QUANTITY | UNIT | UNIT PRICE | TOTAL                      |
|---------------------------|---------------------------------|----------|------|------------|----------------------------|
| <b><u>Storm Drain</u></b> |                                 |          |      |            |                            |
| 1.                        | 12" HDPE Storm Drain Pipe       | 687      | LF   | \$28.00    | \$19,236.00                |
| 2.                        | 15" HDPE Storm Drain Pipe       | 2,222    | LF   | \$35.00    | \$77,770.00                |
| 3.                        | 18" HDPE Storm Drain Pipe       | 1,247    | LF   | \$42.00    | \$52,374.00                |
| 4.                        | 24" HDPE Storm Drain Pipe       | 49       | LF   | \$56.00    | \$2,744.00                 |
| 5.                        | 30" HDPE Storm Drain Pipe       | 182      | LF   | \$70.00    | \$12,740.00                |
| 6.                        | Manhole                         | 21       | EA   | \$8,300.00 | \$174,300.00               |
| 7.                        | Catch Basin                     | 50       | EA   | \$2,500.00 | \$125,000.00               |
| 8.                        | Infiltration Gallery            | 316      | LF   | \$300.00   | \$94,800.00                |
|                           | <b>Storm Drain Subtotal</b>     |          |      |            | <b><u>\$558,964.00</u></b> |
|                           | <b>Total Construction Costs</b> |          |      |            | <b><u>\$558,964</u></b>    |

**Engineer's Estimate of Construction Costs**  
**NEW STREET AND STORM DRAIN SYSTEMS**  
**PHASE 1C - PHASE IV-VI (THIRD PHASE FINAL MAP)**  
**THE DUNES ON MONTEREY BAY**  
**MARINA, CA**

| ITEM                                                      | DESCRIPTION                     | QUANTITY | UNIT | UNIT PRICE  | TOTAL                        |
|-----------------------------------------------------------|---------------------------------|----------|------|-------------|------------------------------|
| <b><u>Street Work</u></b>                                 |                                 |          |      |             |                              |
| 1.                                                        | Fine Grading                    | 253,340  | SF   | \$ 0.70     | \$ 177,338.00                |
| 2.                                                        | 3" AC Paving                    | 138,446  | SF   | \$ 2.70     | \$ 373,804.20                |
| 3.                                                        | 6" Aggregate Base               | 138,446  | SF   | \$ 1.44     | \$ 199,362.24                |
| 4.                                                        | Rolled Curb and Gutter          | 1,950    | SF   | \$ 30.00    | \$ 58,500.00                 |
| 5.                                                        | Type 'C' Curb and Gutter        | 8,888    | LF   | \$ 30.00    | \$ 266,640.00                |
| 6.                                                        | Street Monument                 | 15       | EA   | \$ 650.00   | \$ 9,750.00                  |
| 7.                                                        | Street Barricades               | 61       | LF   | \$ 50.00    | \$ 3,050.00                  |
| 8.                                                        | 2nd Avenue - 10' Wide Sidewalk  | 3,400    | SF   | \$ 7.00     | \$ 23,800.00                 |
| 9.                                                        | 8th Street - 5' Sidewalk        | 3,045    | SF   | \$ 7.00     | \$ 21,315.00                 |
| 10.                                                       | 5' Separated Sidewalk           | 20,510   | SF   | \$ 7.00     | \$ 143,570.00                |
| 11.                                                       | 5' Sidewalk                     | 14,470   | EA   | \$ 7.00     | \$ 101,290.00                |
| 12.                                                       | 8th Street - Handicap Ramps     | 8        | EA   | \$ 2,000.00 | \$ 16,000.00                 |
| 13.                                                       | Handicap Ramps                  | 28       | EA   | \$ 2,000.00 | \$ 56,000.00                 |
| 14.                                                       | Residential Driveway Approaches | 78       | EA   | \$ 1,500.00 | \$ 117,000.00                |
| 15.                                                       | Alley Driveways                 | 51       | EA   | \$ 1,800.00 | \$ 91,800.00                 |
| 16.                                                       | Signing and Striping            | 4,367    | LF   | \$ 10.00    | \$ 43,670.00                 |
|                                                           | <b>Street Work Subtotal</b>     |          |      |             | <b><u>\$1,702,889.44</u></b> |
| <b><u>Storm Drain</u></b>                                 |                                 |          |      |             |                              |
| 1.                                                        | Infiltration Gallery            | 1,381    | LF   | \$300.00    | \$414,300.00                 |
|                                                           | <b>Storm Drain Subtotal</b>     |          |      |             | <b><u>\$414,300.00</u></b>   |
| <b><u>Street Lights (including all appurtenances)</u></b> |                                 |          |      |             |                              |
| 1.                                                        | In-Tract                        | 48       | EA   | \$4,450.00  | \$ 213,600.00                |
|                                                           | <b>Street Lights Subtotal</b>   |          |      |             | <b><u>\$213,600.00</u></b>   |
|                                                           | <b>Total Construction Costs</b> |          |      |             | <b><u>\$2,330,789</u></b>    |

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 5, 2020

**CITY COUNCIL TO CONSIDER RECEIVING INVESTMENT REPORTS  
FOR THE CITY OF MARINA AND CITY OF MARINA AS SUCCESSOR  
AGENCY TO THE MARINA REDEVELOPMENT AGENCY FOR THE  
QUARTER ENDED June 2020**

**REQUEST:**

It is requested that the City Council:

1. Consider receiving Investment Reports for the City of Marina and City of Marina as Successor Agency to the Marina Redevelopment Agency for the quarter ended June 30, 2020.

**BACKGROUND:**

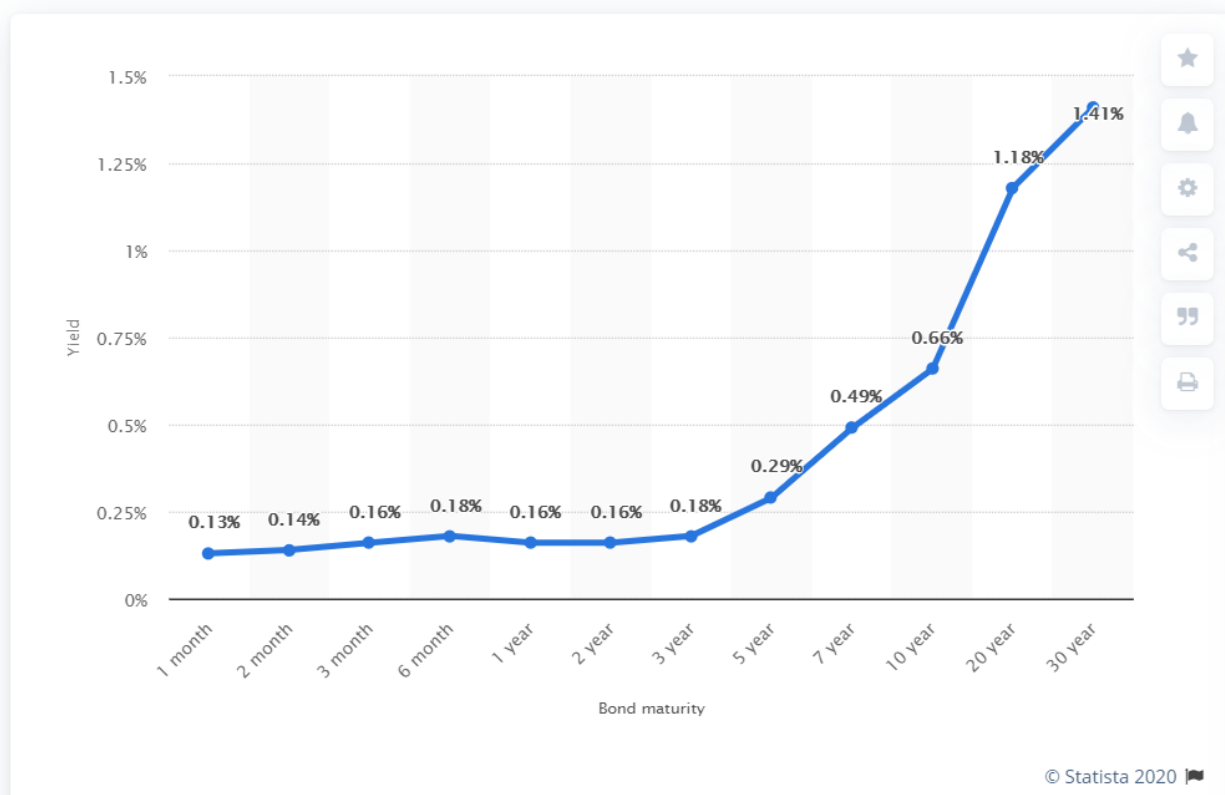
**Cash Management.** This last quarter the City has continued to place all idle cash into LAIF. The changes to the City's investment portfolio for last quarter are shown in Table I, Cash and Investments as of June 30, 2020. The table shows a \$12 million increase in total cash as the City deposited money from the FORA bond issue for blight removal and the sale of land to the Dunes Project in the former Fort Ord area.

Table I  
Cash and Investments as of June 30, 2020

| Summary of Cash and Investments |          |        |  |          |        |          |        |
|---------------------------------|----------|--------|--|----------|--------|----------|--------|
| Amounts in Millions             |          |        |  |          |        |          |        |
| Quarter Ending June 2020        |          |        |  |          |        |          |        |
|                                 | Mar      |        |  | Mar      |        | Change   |        |
|                                 | Yield    | Amount |  | Yield    | Amount | Yield    | Amount |
| LAIF                            | 1.79%    | 22.1   |  | 1.22%    | 34.5   | -0.57%   | 12.4   |
| US Treas.                       | 2.47%    | 20.5   |  | 2.29%    | 15.0   | -0.18%   | (5.5)  |
| Bank                            | 0.00%    | 3.2    |  | 0.00%    | 8.3    | 0.00%    | 5.1    |
| All Others                      | Variable | 1.7    |  | Variable | 1.7    | Variable | -      |
|                                 | Subtotal | 47.5   |  | Subtotal | 59.5   |          | 12.0   |
| <b><u>Successor</u></b>         |          |        |  |          |        |          |        |
| LAIF                            | 1.79%    | 4.4    |  | 1.22%    | 4.4    | -0.57%   | 0.0    |
| Bank                            | 0.00%    | -      |  | 0.00%    | -      | 0.00%    | -      |
| All Others                      | Variable | -      |  | Variable | -      | Variable | -      |
|                                 | Subtotal | 4.4    |  | Subtotal | 4.4    |          | (4.4)  |
| Total Cash Assets               |          | 51.9   |  |          | 63.9   |          | 12.0   |

The portfolio also shifted from US Treasuries to LAIF as US Treasury rates approach zero on the short end of the yield curve as shown in [Chart I, Treasury Yield Curve](#). Although LAIF rates will come down quickly, LAIF is paying what the 10-year treasury is paying at the end of June.

Chart I  
Treasury yield curve in the United States as of June 2020



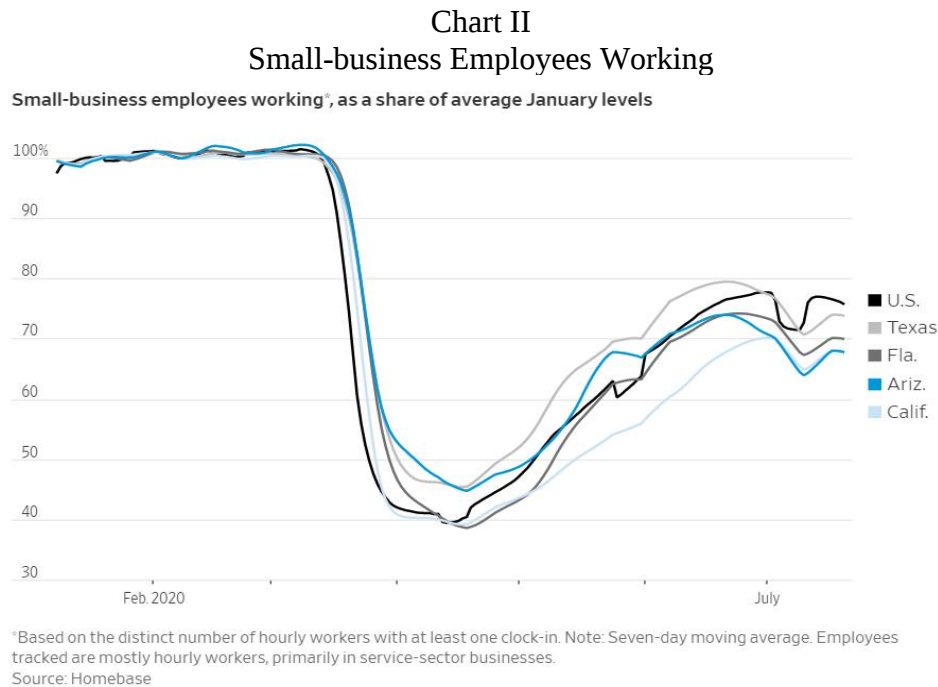
**Interest Rate Markets.** Interest rates have continued to decline this quarter and the expectation is that interest rates will remain low for the foreseeable future. This is due to the expectation that economic activity will remain low, even after the Coronavirus is substantially controlled.

Many had hoped that the economy would have a quick or V-shaped recovery. But the continued threat of COVID has caused people to pause and depressed rehiring at small businesses. The chart below, [Chart II, Small-business Employees Working](#), shows a substantial increase from about 40% of the January employment levels to about 75%. But the recovery is slowing and may slip back as some states, including California, have had to pull back on the reopening.

This retrenchment or at least pause suggests that the economy will take longer to recover than first hoped for. This also means that interest rates will probably remain low for an extended period of time.

**Portfolio Strategy.** Staff's goal is to either match or out-yield LAIF. Fortunately, the City purchased a number of treasury notes late in 2018 which are yielding an average of 2.47%. This is much better than the current market. As these securities mature, however, they will be placed in the City's LAIF account at a much lower interest rate but better than any other alternative for the City. Finance expects interest rates will remain low for an extended period of time. As a result, LAIF will probably be the City's best option although interest rates may hover in the near zero rate.

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Source: WSJ, July 23, 2020, page 1

**Portfolio Strategy.** Staff's goal is to either match or out-yield LAIF. Fortunately, the City purchased a number of treasury notes late in 2018 which are yielding an average of 2.47%. This is much better than the current market. As these securities mature, however, they will be placed in the City's LAIF account at a much lower interest rate but better than any other alternative for the City. Finance expects interest rates will remain low for an extended period of time. As a result, LAIF will probably be the City's best option although interest rates may hover in the near zero rate.

### **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 reports ("EXHIBIT A"). These include unreconciled balances of City and Successor Agency investments held by financial institutions as reported on their monthly statements.

### **FISCAL IMPACT:**

Investing the City's cash in a safe manner can yield significant interest earnings for the City.

### **CONCLUSION:**

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

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Lily Suarez  
Account Technician  
City of Marina

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Eric Frost  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

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Layne P. Long  
City Manager  
City of Marina

# EXHIBIT A

| To: Honorable Mayor and City Council Members                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|--------|----------|---------------|---------------|---------------|---------------|------------|---------------------|--|--|---------------|----------|--------|----------|------|------------|--------------|-------------|------------|--|-----|----|-------|----------|----------|----------|------|-------|--|--|--|--|--|--|--|--|----------|-----------|-------|----|-------|--------------|--------------|--------------|---|-------------------------------------|-----------|----|----|-------|---------------|---------------|---------------|---|---------------------|-----------|-----|--|-------|-----------|-----------|-----------|---|------------------|------------|------------|-------|-------|-----------|-----------|-----------|---------|------------------|-----------|-----------|-------|-------|-----------|-----------|-----------|--------|------------------|----------|-----------|-------|-------|-----------|-----------|-----------|--------|---------------|--|--|--|--|------------|------------|------------|---------|------------------------------------------|--|--|--|--|--|--|--|--|------------------------------|---------------|-------|-------|----|----------|------------|------------|------------|---|------------------------------|---------------|-------|-------|----|----------|------|------|------|---|-------------------|------------|-------|-------|----|----------|------|------|------|---|-----------------------|---------------|-------|-------|----|----------|--------------|--------------|--------------|---|--------------------------|--------------|-------|-------|----|----------|------|------|------|---|------------------------|--|--|--|--|--|--------------|--------------|--------------|---|-------|--|--|--|--|--|---------------|---------------|---------------|------------|
| From: Lily Suarez, Accounting Technician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| RE: Investment Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Month Ended June 30, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| INVESTMENT SUMMARY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
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| Imprest Cash                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |            |        |          |               |               |               |               |            | \$ 5,900            |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Checking/Savings Account/Certificate of Deposit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |            |        |          |               |               |               |               |            | \$ 8,277,516        |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Local Agency Investment Fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |            |        |          |               |               |               |               |            | \$ 34,483,023       |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Paying Agent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |            |        |          |               |               |               |               |            | \$ 1,758,748        |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| US Custodial Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |            |        |          |               |               |               |               |            | \$ 15,036,818       |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |            |        |          |               |               |               |               |            | \$ 59,562,006       |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Cash not earning interest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |            |        |          |               |               |               |               |            | \$ 8,283,416        |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Non earning cash as a percentage of total cash                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |            |        |          |               |               |               |               |            | 14%                 |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| 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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| <i>Eric Frost</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Eric Frost, Finance Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| <i>Lily Suarez</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Lily Suarez, Accounting Technician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| CITY OF MARINA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| INVESTMENT AND EARNINGS REPORT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| MONTH ENDED JUNE 30, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| <table border="1"> <thead> <tr> <th></th> <th>Purchase Date</th> <th>Maturity</th> <th>Coupon</th> <th>Rate (%)</th> <th>Face</th> <th>Book Value</th> <th>Market Value</th> <th>Gain/(Loss)</th> </tr> </thead> <tbody> <tr> <td>Petty Cash</td> <td></td> <td>N/A</td> <td>NA</td> <td>0.00%</td> <td>5,900.00</td> <td>5,900.00</td> <td>5,900.00</td> <td>0.00</td> </tr> <tr> <td>Chase</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Checking</td> <td>273582905</td> <td>Sweep</td> <td>NA</td> <td>0.00%</td> <td>3,165,016.03</td> <td>3,165,016.03</td> <td>3,165,016.03</td> <td>0</td> </tr> <tr> <td>Local Agency Investment Fund (LAIF)</td> <td>98-27-509</td> <td>NA</td> <td>NA</td> <td>1.22%</td> <td>34,483,023.48</td> <td>34,483,023.48</td> <td>34,483,023.48</td> <td>0</td> </tr> <tr> <td>US Bank (Custodian)</td> <td>244667000</td> <td>N/A</td> <td></td> <td>0.00%</td> <td>5,112,500</td> <td>5,112,500</td> <td>5,112,500</td> <td>0</td> </tr> <tr> <td>US Treasury Note</td> <td>11/16/2018</td> <td>11/30/2020</td> <td>2.00%</td> <td>2.83%</td> <td>5,000,000</td> <td>4,918,100</td> <td>5,036,700</td> <td>118,600</td> </tr> <tr> <td>US Treasury Note</td> <td>3/22/2019</td> <td>2/28/2021</td> <td>2.50%</td> <td>2.45%</td> <td>5,000,000</td> <td>5,005,078</td> <td>5,076,350</td> <td>71,272</td> </tr> <tr> <td>US Treasury Note</td> <td>8/6/2019</td> <td>8/15/2021</td> <td>2.75%</td> <td>1.60%</td> <td>5,000,000</td> <td>5,113,640</td> <td>5,143,550</td> <td>29,910</td> </tr> <tr> <td>Total-US Bank</td> <td></td> <td></td> <td></td> <td></td> <td>20,112,500</td> <td>20,149,318</td> <td>20,369,100</td> <td>189,872</td> </tr> <tr> <td>Paying Agent - Union Bank or Wells Fargo</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Marina Abrams B 2006 Fund 72</td> <td>6711797700-07</td> <td>Sweep</td> <td>Sweep</td> <td>NA</td> <td>variable</td> <td>442,704.55</td> <td>442,704.55</td> <td>442,704.55</td> <td>0</td> </tr> <tr> <td>Marina Abrams B 2006 Fund 57</td> <td>6711797711-14</td> <td>Sweep</td> <td>Sweep</td> <td>NA</td> <td>variable</td> <td>3.11</td> <td>3.11</td> <td>3.11</td> <td>0</td> </tr> <tr> <td>2015 GO Refunding</td> <td>6712129601</td> <td>Sweep</td> <td>Sweep</td> <td>NA</td> <td>variable</td> <td>1.00</td> <td>1.00</td> <td>1.00</td> <td>0</td> </tr> <tr> <td>2018 Series A&amp;B Bonds</td> <td>6712220800-17</td> <td>Sweep</td> <td>Sweep</td> <td>NA</td> <td>variable</td> <td>1,316,039.74</td> <td>1,316,039.74</td> <td>1,316,039.74</td> <td>0</td> </tr> <tr> <td>Pension Obligation Bonds</td> <td>22264700-701</td> <td>Sweep</td> <td>Sweep</td> <td>NA</td> <td>variable</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0</td> </tr> <tr> <td>Total Trustee Accounts</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1,758,748.40</td> <td>1,758,748.40</td> <td>1,758,748.40</td> <td>-</td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>59,525,187.91</td> <td>59,562,005.91</td> <td>59,781,787.91</td> <td>189,872.00</td> </tr> </tbody> </table> |               |            |        |          |               |               |               |               |            |                     |  |  | Purchase Date | Maturity | Coupon | Rate (%) | Face | Book Value | Market Value | Gain/(Loss) | Petty Cash |  | N/A | NA | 0.00% | 5,900.00 | 5,900.00 | 5,900.00 | 0.00 | Chase |  |  |  |  |  |  |  |  | Checking | 273582905 | Sweep | NA | 0.00% | 3,165,016.03 | 3,165,016.03 | 3,165,016.03 | 0 | Local Agency Investment Fund (LAIF) | 98-27-509 | NA | NA | 1.22% | 34,483,023.48 | 34,483,023.48 | 34,483,023.48 | 0 | US Bank (Custodian) | 244667000 | N/A |  | 0.00% | 5,112,500 | 5,112,500 | 5,112,500 | 0 | US Treasury Note | 11/16/2018 | 11/30/2020 | 2.00% | 2.83% | 5,000,000 | 4,918,100 | 5,036,700 | 118,600 | US Treasury Note | 3/22/2019 | 2/28/2021 | 2.50% | 2.45% | 5,000,000 | 5,005,078 | 5,076,350 | 71,272 | US Treasury Note | 8/6/2019 | 8/15/2021 | 2.75% | 1.60% | 5,000,000 | 5,113,640 | 5,143,550 | 29,910 | Total-US Bank |  |  |  |  | 20,112,500 | 20,149,318 | 20,369,100 | 189,872 | Paying Agent - Union Bank or Wells Fargo |  |  |  |  |  |  |  |  | Marina Abrams B 2006 Fund 72 | 6711797700-07 | Sweep | Sweep | NA | variable | 442,704.55 | 442,704.55 | 442,704.55 | 0 | Marina Abrams B 2006 Fund 57 | 6711797711-14 | Sweep | Sweep | NA | variable | 3.11 | 3.11 | 3.11 | 0 | 2015 GO Refunding | 6712129601 | Sweep | Sweep | NA | variable | 1.00 | 1.00 | 1.00 | 0 | 2018 Series A&B Bonds | 6712220800-17 | Sweep | Sweep | NA | variable | 1,316,039.74 | 1,316,039.74 | 1,316,039.74 | 0 | Pension Obligation Bonds | 22264700-701 | Sweep | Sweep | NA | variable | 0.00 | 0.00 | 0.00 | 0 | Total Trustee Accounts |  |  |  |  |  | 1,758,748.40 | 1,758,748.40 | 1,758,748.40 | - | TOTAL |  |  |  |  |  | 59,525,187.91 | 59,562,005.91 | 59,781,787.91 | 189,872.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Purchase Date | Maturity   | Coupon | Rate (%) | Face          | Book Value    | Market Value  | Gain/(Loss)   |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Petty Cash                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               | N/A        | NA     | 0.00%    | 5,900.00      | 5,900.00      | 5,900.00      | 0.00          |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Chase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Checking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 273582905     | Sweep      | NA     | 0.00%    | 3,165,016.03  | 3,165,016.03  | 3,165,016.03  | 0             |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Local Agency Investment Fund (LAIF)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 98-27-509     | NA         | NA     | 1.22%    | 34,483,023.48 | 34,483,023.48 | 34,483,023.48 | 0             |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| US Bank (Custodian)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 244667000     | N/A        |        | 0.00%    | 5,112,500     | 5,112,500     | 5,112,500     | 0             |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| US Treasury Note                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 11/16/2018    | 11/30/2020 | 2.00%  | 2.83%    | 5,000,000     | 4,918,100     | 5,036,700     | 118,600       |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| US Treasury Note                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 3/22/2019     | 2/28/2021  | 2.50%  | 2.45%    | 5,000,000     | 5,005,078     | 5,076,350     | 71,272        |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| US Treasury Note                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 8/6/2019      | 8/15/2021  | 2.75%  | 1.60%    | 5,000,000     | 5,113,640     | 5,143,550     | 29,910        |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Total-US Bank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |            |        |          | 20,112,500    | 20,149,318    | 20,369,100    | 189,872       |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Paying Agent - Union Bank or Wells Fargo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Marina Abrams B 2006 Fund 72                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 6711797700-07 | Sweep      | Sweep  | NA       | variable      | 442,704.55    | 442,704.55    | 442,704.55    | 0          |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Marina Abrams B 2006 Fund 57                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 6711797711-14 | Sweep      | Sweep  | NA       | variable      | 3.11          | 3.11          | 3.11          | 0          |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| 2015 GO Refunding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 6712129601    | Sweep      | Sweep  | NA       | variable      | 1.00          | 1.00          | 1.00          | 0          |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| 2018 Series A&B Bonds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6712220800-17 | Sweep      | Sweep  | NA       | variable      | 1,316,039.74  | 1,316,039.74  | 1,316,039.74  | 0          |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Pension Obligation Bonds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 22264700-701  | Sweep      | Sweep  | NA       | variable      | 0.00          | 0.00          | 0.00          | 0          |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| Total Trustee Accounts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |            |        |          |               | 1,758,748.40  | 1,758,748.40  | 1,758,748.40  | -          |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |               |            |        |          |               | 59,525,187.91 | 59,562,005.91 | 59,781,787.91 | 189,872.00 |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |
| <p>* The Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The checking account is allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate names of each entity. Revolving Loan, Money Market &amp; Trustee accounts contain City resources, only.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |            |        |          |               |               |               |               |            |                     |  |  |               |          |        |          |      |            |              |             |            |  |     |    |       |          |          |          |      |       |  |  |  |  |  |  |  |  |          |           |       |    |       |              |              |              |   |                                     |           |    |    |       |               |               |               |   |                     |           |     |  |       |           |           |           |   |                  |            |            |       |       |           |           |           |         |                  |           |           |       |       |           |           |           |        |                  |          |           |       |       |           |           |           |        |               |  |  |  |  |            |            |            |         |                                          |  |  |  |  |  |  |  |  |                              |               |       |       |    |          |            |            |            |   |                              |               |       |       |    |          |      |      |      |   |                   |            |       |       |    |          |      |      |      |   |                       |               |       |       |    |          |              |              |              |   |                          |              |       |       |    |          |      |      |      |   |                        |  |  |  |  |  |              |              |              |   |       |  |  |  |  |  |               |               |               |            |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |           |      |          |        |          |              |              |              |             |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|------|----------|--------|----------|--------------|--------------|--------------|-------------|--|
| 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.<br>(California Government Code Section 53646)                                                                                                                                                                                                                    |          |           |      |          |        |          |              |              |              |             |  |
| <i>Eric Frost</i>                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |           |      |          |        |          |              |              |              |             |  |
| Eric Frost, Interim Finance Director                                                                                                                                                                                                                                                                                                                                                                                                                           |          |           |      |          |        |          |              |              |              |             |  |
| <i>Lily Suarez</i>                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |           |      |          |        |          |              |              |              |             |  |
| Lily Suarez, Accounting Technician                                                                                                                                                                                                                                                                                                                                                                                                                             |          |           |      |          |        |          |              |              |              |             |  |
| CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY<br>INVESTMENT AND EARNINGS REPORT<br>MONTH ENDED JUNE 30, 2020                                                                                                                                                                                                                                                                                                                           |          |           |      |          |        |          |              |              |              |             |  |
| INSTITUTION                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |           |      |          |        |          |              |              |              |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |           | Date | Maturity | Coupon | Rate (%) | Face         | Book Value   | Market Value | Gain/(Loss) |  |
| Local Agency Investment Fund (LAIF)                                                                                                                                                                                                                                                                                                                                                                                                                            |          | 65-27-003 | N/A  | N/A      | NA     | 1.22%    | 4,409,768.48 | 4,409,768.48 | 4,409,768.48 | 0.00        |  |
| Chase                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |           |      |          |        |          |              |              |              |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Checking | 273582921 | N/A  | Sweep    | NA     | 0.00%    | 46,327.59    | 46,327.59    | 46,327.59    | 0           |  |
| TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |           |      |          |        |          | 4,456,096.07 | 4,456,096.07 | 4,456,096.07 | 0.00        |  |
| * The Checking and LAIF accounts contain idle funds of the City of Marina and the City of Marina as Successor Agency to the Marina Redevelopment Agency. The checking account allocated to each entity on the basis of the accounting transactions recorded for the pooled checking account. LAIF accounts are registered and accounted for in the separate name of each entity. Revolving Loan, Money Market & Trustee accounts contain City resources, only. |          |           |      |          |        |          |              |              |              |             |  |



**FOR IMMEDIATE RELEASE**

July 27, 2020

Contact: Ikuyo Yoneda-Lopez, Marketing and Customer Service Manager  
(831) 264-5880

**MST REINSTATES FARE COLLECTION AND FRONT DOOR BOARDING  
EFFECTIVE SATURDAY, AUGUST 1ST**

MST will reinstate fare collection systemwide beginning Saturday, August 1, 2020. Passengers should be prepared to board through the front door and pay the appropriate fare at the farebox.

MST joins other central coast transit operators Santa Cruz METRO, San Luis Obispo RTA who have already resumed collection of fares, and Santa Clara VTA who will also resume fare collection on August 1<sup>st</sup>.

On March 18<sup>th</sup>, for the health and safety of drivers and passengers, MST suspended collection of fares and required rear door boarding to reduce interaction between drivers and passengers. With safety equipment installation soon to be completed, drivers equipped with proper personal protective equipment, hand sanitizer dispensers installed on every bus, and face covering and social distancing reminders posted throughout buses and at transit stations, MST is prepared to safely resume front door boarding and collection of fares.

For schedule information, visit [www.mst.org](http://www.mst.org) or call MST toll free at 1-888-MST-BUS1 (1-888-678-2871). For RealTime bus arrival information, text "Next" and your four-digit bus stop ID (ex., "Next 9103") to 25370, call 1-888-MST-BUS1 with your four-digit bus stop ID, download the free Transit App, or use Google Maps. Follow MST on Twitter at [www.twitter.com/mst\\_bus](https://www.twitter.com/mst_bus) for the latest service alerts.

###



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Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 5, 2020

**CITY COUNCIL CONTINUE DISCUSSION FOLLOWING CLOSURE OF THE PUBLIC HEARING AND RECEIPT OF TESTIMONY FROM THE PUBLIC ON JULY 21, 2020, AND CONSIDER ADOPTING RESOLUTION 2020-, SUBMITTING TO THE VOTERS AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION A MEASURE AMENDING PROVISIONS OF THE MUNICIPAL CODE RELATING TO THE REGULATION, PERMITTING AND TAXATION OF COMMERCIAL CANNABIS BUSINESS ACTIVITIES AND LAND USES; AND REQUESTING MONTEREY COUNTY ELECTIONS TO CONDUCT THE ELECTION AND REQUESTING CONSOLIDATION OF THE ELECTION**

**REQUEST:**

It is requested that City Council consider:

1. City Council Continue Discussion following closure of the Public Hearing and receipt of Testimony from the public on July 21, 2020 and consider adopting Resolution 2020-, submitting to the Voters at the November 3, 2020 General Municipal Election a Measure Amending provisions of the Municipal Code relating to the Regulation, Permitting and Taxation of Commercial Cannabis Businesses, Activities and Land Uses; and requesting Monterey County Elections to conduct the Election and requesting Consolidation of the Election.

**BACKGROUND:**

On November 8, 2016, California voters approved the Control, Regulate and Tax Adult Use of Cannabis Act (AUMA), which legalized the possession, use and cultivation of non-medical cannabis for those who are 21 years of age or older and established a state system to regulate commercial cannabis activity. On June 27, 2017, Governor Jerry Brown signed into law Senate Bill 94, the Medical and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which repealed the Medical Cannabis Regulation and Safety Act (MCRSA), incorporated certain licensing provisions from MCRSA, and effectively merged the recreational statutory framework under AUMA and the medical statutory framework under MCRSA and created a single regulatory scheme for both medical and non-medical cannabis administered and enforced by the Bureau of Cannabis Control within the State Department of Consumer Affairs. Pursuant to the new merged framework under MAUCRSA, the State began issuing both commercial medical and commercial recreational licenses on January 1, 2018, unless expressly prohibited by local jurisdictions. MAUCRSA authorizes local jurisdictions to adopt and enforce local ordinances to regulate cannabis businesses licensed pursuant to state law, including local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to second hand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed pursuant to state law.

At the November 6, 2018, General Municipal Election a majority of the voters in the election adopted a voter-proposed initiative ordinance entitled “An Ordinance of the People of the City of Marina allowing Cannabis Business Activity and Establish Taxes and Fees for such Businesses within the City Of Marina, Amending Title and Chapter establishing Cannabis Business Activities as a Use allowed subject to a Use Permit in Specified Zones and Establishing Uses to Protect Public Health, Safety & Welfare.” The final vote was 4,351 votes in favor of the Ordinance and 2,130 votes against the passage of the Ordinance. This ordinance, included as (“**EXHIBIT A**”), took effect on April 1, 2019.

On February 5, 2019, the City Council approved an Agreement with Hinderliter, De Llamas & Associates, Inc. (dba HdL) to assist with implementing the City’s Cannabis Business Activities Program. The first task that staff and HdL took on was to develop the program to implement the ordinance. This required a thorough review and mapping of the process that the ordinance provided. The next step was to create application procedure guidelines and an application package.

As staff, HdL and the City Attorney’s Office worked to develop procedure guidelines and the application package, it was discovered that the voter-approved commercial cannabis ordinance was cumbersome to administer. The ordinance limited the number of retail cannabis permits that could be issued by the City but allowed an unlimited number of applicants for such permits to work their way through the full process of applications and reviews, even though not all would receive permits even if they met all basic qualifications. The scoring criteria written into the ordinance resulted in many applicants having essentially identical scores, and the ordinance required that issues be decided multiple times for each applicant by staff, consultants, the Planning Commission, and the City Council. The ordinance mixed land use issues (“Should \_\_\_\_ be built and operate at this location?”) with licensing issues (“Should this person be permitted to operate a commercial cannabis business?”). The ordinance was duplicative of state rules regarding issues like operating hours, and in some cases state regulations were subsequently amended to be more restrictive than the City ordinance. Because the ordinance was adopted by the voters and could not be amended by the City Council, these problems could not be fully addressed without a new ballot measure.

To address the challenges and inconsistencies within the Commercial Cannabis Activities Ordinance, the City Council directed staff to prepare and submit a revised City of Marina Commercial Cannabis Activities Ordinance that can be considered, and if approved by the City Council, submitted to the County of Monterey Elections Department for inclusion on the November 3, 2020 general election ballot.

#### **ANALYSIS:**

On June 17, 2020 the Planning Commission and City Council held a Joint Study Session meeting to receive a proposed first draft of the Commercial Cannabis Business Ordinance of 2020. At that meeting staff and Special Counsel Mark Mandell presented the proposed first draft of the document and received feedback for incorporation into the second draft document, which was presented to the Planning Commission on July 9, 2020 for its consideration and recommendation to the City Council.

The draft Commercial Cannabis Business Ordinance of 2020 is included as “**Exhibit A**” to the **attached Resolution**. The draft ordinance was drafted to: retain major substantive requirements of existing ordinance; streamline application and licensing processes; and allow future changes and amendments to the ordinance by the City Council. For reference, a full markup version of the draft ordinance with all changes made since the June 17, 2020 Joint Study Session is included as (“**EXHIBIT B**”).

The proposed draft Commercial Cannabis Business Ordinance of 2020 takes a regulatory approach instead of a competitive process. This entails first holding a lottery drawing to select the potential cannabis business permittees that will be allowed to proceed to the full application process. The competitive process works in the opposite and has been demonstrated with the first group of applicants over the last year and a half. In the existing competitive permitting system, twelve applicants spent considerable time and resources and three were ultimately selected to receive a conditional use permit, which is prerequisite to receiving a cannabis business license.

The draft Commercial Cannabis Business Ordinance of 2020 repeals Title 19 (Commercial Cannabis Activities) and Chapter 5.76 (Cannabis Retailer) as they were established in the 2018 voter initiative. These code sections are being replaced by Chapter 5.80 (Commercial Cannabis Business Regulations) and Chapter 17.47 (Commercial Cannabis Uses).

The new proposed regulatory process contained in the draft Commercial Cannabis Business Ordinance of 2020 focuses on licensing through an administrative process and zoning.

#### Proposed Chapter 5.80 (Commercial Cannabis Business Regulations)

The licensing process is included in the new Chapter 5.80 (Commercial Cannabis Business). This proposed Chapter requires that:

- A permit is necessary to operate a cannabis business.
- Where there are a limited number of permits, a pre-application lottery determines who can apply for a permit.
- A permit can only be issued after:
  - All owners and managers have obtained background clearance from the police.
  - The business has obtained a state cannabis license.
  - The business has an approved safety & security plan and has passed an inspection under that plan.
  - The site has complied with all zoning requirements.
- Permits have a one-year term but are renewable upon obtaining new background clearance and safety & security plan approval/inspection.
- Owners and Managers can be added/changed upon obtaining background clearance.
- Permit is tied to a location. A business can be moved if it obtains a new permit at the new location. The permit “slot” transfers to the new permit.
- A single license can authorize more than one type of commercial cannabis activity at the same location. But adding an activity to a license requires new application process.
- Maintains the cannabis business tax rate of 5% of gross receipts, which was established through the 2018 Cannabis Business Activities ordinance and Council Action taken in April 2019.

#### Proposed Chapter 17.47 Commercial Cannabis Uses

The draft Commercial Cannabis Business Ordinance of 2020 includes typical zoning parameters and involves restrictions on what activities are allowed in what zones. The zoning process in the draft ordinance works like the zoning process for any proposed new use of a parcel. It is about what can be done at the location and how the location can be improved, not about who can do it. In the draft ordinance, all cannabis businesses are made a conditional use. As a conditional use, all cannabis uses require approval of the Planning Commission in a public hearing.

Other zoning related items included in the draft Commercial Cannabis Business Ordinance of 2020 include:

- Removing the cannabis use provisions contained in Chapter 17.06.020 that concern alcohol establishments. This will revert this section to read as it did prior the voter approved Commercial Cannabis Business Activities ordinance.
- Chapter 17.47 (Commercial Cannabis Uses) is added to the zoning code to
  - required that a conditional use permit be acquired for cannabis uses consistent with the standards for all conditional use permits in the City (same findings and hearing process);
  - specify that buffer zones between cannabis uses and child day care center and public recreation center or park are 600 feet;
  - require that a condition be imposed that cannabis business will not generate offensive noise or odors;
  - require a 1,000-foot buffer between retail cannabis business uses

#### Proposed Moratorium

The proposed draft Commercial Cannabis Business Ordinance of 2020 also includes a moratorium. This moratorium language states: No application for a Permit for Cultivation, Manufacturing, Testing Laboratory, Nursery or Distribution shall be accepted prior to July 1, 2021. The purpose of this paragraph is to permit the City Council to adopt additional regulations, beyond those existing under state law, on such businesses (Chapter 5.80.090 (h)).

#### Treatment of Applications submitted prior November 3, 2020

Prior Commercial Cannabis Businesses applicants that were reviewed by the City Council on June 10, 2020 will be subject to Section 8 of the draft Commercial Cannabis Business Ordinance of 2020. This section provides that:

- a) Any commercial cannabis permit issued pursuant to Title 19 of the Municipal Code prior to the repeal of that Title by this Ordinance shall be treated as a valid permit issued pursuant to this ordinance and may be renewed pursuant to this ordinance.
- b) Any application for a permit that was submitted prior to the effective date of this ordinance will be processed under the laws existing laws at the time of application.
- c) Notwithstanding subdivision (b), an applicant for a non-retail commercial cannabis permit may request that such permit be processed pursuant to this law instead of pursuant to the prior law.

#### **Planning Commission Recommendation**

At its July 9, 2020 Public Hearing, the Planning Commission received a staff presentation, took public comment and approved a recommendation to the City Council that the 2020 Ordinance, as considered by the Commission, be adopted with the restoration of a 600-foot buffer zone requirement between any commercial cannabis business and certain schools, day care centers and parks (**“EXHIBIT C”**). This 600-foot buffer requirement has been incorporated into Section 17.47.010(a) of the draft ordinance contained in **“Exhibit A to the attached Resolution”**.

In addition to the restoration of a 600-foot buffer zone requirement between any commercial cannabis business and certain schools, day care centers and parks, the Planning Commission also directed that its approving resolution also include a recommendation that the City Council consider funding a youth education program regarding the dangers of using cannabis.

Also discussed extensively, but not documented in the Planning Commission's approving resolution, was the subject of cannabis business signs and whether additional restrictions should be added to protect the health and welfare of the community. Based on this dialogue, staff has also restored the sign provisions below from the existing Cannabis Activities Ordinance, into the draft Commercial Cannabis Business Ordinance of 2020 contained in **"Exhibit A to the attached Resolution"**.

With respect to all cannabis land uses:

- (a) No graphics depicting cannabis or cannabis products shall be painted, attached, or otherwise affixed to the exterior of any building and no such graphic shall be included on any exterior sign.
- (b) No graphics depicting cannabis or cannabis products shall be displayed in a manner than is visible from outside of the property, or is visible from any location, such as a common parking area or walkway, that is shared by multiple businesses.
- (c) No cannabis or cannabis products shall be displayed or handled in a manner than is visible from outside of the property, or is visible from any location, such as a common parking area or walkway, that is shared by multiple businesses.
- (d) *In addition to all other applicable restrictions in this Code, any signs that are visible from outside of the property, or are visible from any location, such as a common parking area or walkway, that is shared by multiple businesses, shall be limited to the name and/or address of the business, and shall contain no other information or graphics aside from information or graphics that are required to be posted in a manner that is visible from outside the business by applicable law (new suggested addition introduced at the July 16, 2020 City Council Public Hearing, further described below).*

### **Youth Education**

As described above, the Planning Commission directed that its approving resolution include a recommendation to the City Council to consider funding for a youth education program regarding the dangers of using cannabis products. At this time, staff has not been able to identify a specific method for implementing youth education programs. Should the City Council desire this effort can be further investigated and implemented at a later date as this action does not require inclusion in the draft Commercial Cannabis Business Ordinance of 2020, which must be submitted shortly to the County of Monterey Elections Department.

### **July 16, 2020 City Council Public Hearing**

At the July 16, 2020 noticed City Council Public Hearing, the City Council was provided a staff presentation, asked questions of staff and took public comment. Many of the concerns and questions from Council and the public concerned signs and creating legal non-conforming status for one of the commercial cannabis businesses that had already been awarded a Cannabis Conditional Use Permit. A motion was then made by Council Member Berkley, and received a second, to approve the resolution as written and staff to add new proposed ordinance language for (1) Signage for 3 business signs; (2) 10% Sales Transfer Tax if business transfer ownership, with 1-year review; and (3) direct staff to come back at the August 5th council meeting. This motion failed. The Council unfortunately did not have further time to discuss additional motions and the item was left to be further deliberated at the August 5, 2020 City Council meeting.

To further address concerns about the creation of legal non-conforming status for previously approved commercial cannabis businesses, and signs, staff is providing the following additional information and optional code language for the Council's consideration in making a motion of approval of the attached Resolution.

### Creation of Legal Non-Conforming Uses

Of the three commercial cannabis businesses that was approved by the City Council on June 17, 2020 to receive a Cannabis Conditional Use Permit was Stiiizy, located at 3170 Del Monte. This site is within 600-feet of both Vince DiMaggio Park and Locke Paddon Park. The business representative and Council Members expressed concerns about creating a legal non-conforming status for this business when it hasn't had the opportunity to open its doors yet. To mitigate these concerns, staff has the below suggested language that the City Council can opt to approve in its motion. This language would exempt the commercial cannabis business approved at 3170 Del Monte from having a legal non-conforming status.

#### 17.47.050 Existing Retail Sites

Notwithstanding the provisions of chapter 17.52 of this code and Section 17.47.010 of this chapter, a site shall be treated for all purposes of this division as if no part of the site were within 600 feet of any public park when both of the following are true: (i) a use permit has been properly issued for a retail commercial cannabis use on the site and (ii) as a result of the adoption of this chapter (and but for the existence of this section), the commercial cannabis use would be a legal nonconforming use because a building on the site is within 600 feet of a public park.

The intent of this section is to both (i) permit a retail commercial cannabis use that is allowed under a conditional use permit that was issued for that use prior to the adoption of this chapter to expand, or add additional commercial cannabis uses on its site as if the site were not located within 600 feet of a public park and (ii) not classify any such use as a nonconforming use solely because of the on proximity to a public park of an existing or new structure on that site.

### Sign Regulations

Commercial signs are governed by MMC Chapter 17.59. Current commercial sign regulations allow for one and one-half square feet of sign area for every linear foot of primary business frontage to a maximum of two hundred square feet per business. One-half square foot of sign area is permitted for every foot of secondary business frontage to a maximum of twenty-five square feet for each secondary business frontage. No more than four signs may be permitted per business. If the City Council opts to approve the sign restrictions contain in full in the proposed Section 17.47.030 above, commercial cannabis business signage will be subject to both MMC Chapter 17.59 and the proposed Section 17.47.030, if the ordinance is approved by the voters in November 2020.

During the July 16, 2020 Public Hearing, Special Counsel Mark Mandell provided an additional section to the proposed 17.47.030. This new section (d) includes:

- (d) In addition to all other applicable restrictions in this Code, any signs that are visible from outside of the property, or are visible from any location, such as a common parking area or walkway, that is shared by multiple businesses, shall be limited to the name and/or address of the business, and shall contain no other information or graphics aside from information or graphics that are required to be posted in a manner that is visible from outside the business by applicable law (new suggested addition further described below).

This section (d), in combination with sections (a) – (c) described above, will require that no graphics of cannabis productions be used in business signage or any signage visible from the exterior of the business. Also, signs visible from outside shall only contain the business name.

**ENVIRONMENTAL REVIEW:**

Approval of the Commercial Cannabis Business Ordinance of 2020 amending provisions of the Municipal Code relating to the regulation, permitting and taxation of commercial cannabis businesses, activities and land uses can be determined exempt from environmental review under the California Environmental Quality Act (“CEQA”), Public Resources Code section 21000 et seq. and 14 Cal. Code Reg. §§ 15000 et seq., “CEQA Guidelines”) as the Ordinance is not a commitment to any particular action nor does it authorize any private activity and does not involve the commitment to any specific project that may result in a potentially significant physical impact on the environment. For any project undertaken pursuant to the Commercial Cannabis Business Ordinance of 2020 that would have either such effect the City will undertake the required CEQA review for that project. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required at this time.

MAUCRSA (Business and Professions Code Section 26055(h), also provides an exemption until July 1, 2021, for the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity provided that the project-level discretionary review includes applicable environmental review pursuant to CEQA.

The City can also find, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) and 15378(a), that this Resolution is exempt from the requirements of CEQA in that it is not a project which has the potential for causing a significant effect on the environment. This Resolution is further exempt under the definition of “Project” in Section 15378(b)(2) in that it concerns general policy and procedure making.

**FISCAL IMPACT:**

There will be no additional cost to the General Fund as a result of this action. The draft Commercial Cannabis Business Ordinance of 2020 will be submitted in a consolidated general election and the City’s election costs will not increase as a result. Should the voters approve the ordinance, the streamlined regulatory process will result in less staff and City Attorney’s Office time in reviewing and processing applications. Additionally, City cost recovery will still be captured through fees paid by cannabis applicants and businesses.

**CONCLUSION:**

The City Council has directed staff to prepare and submit a revised City of Marina Commercial Cannabis Activities Ordinance that can be considered and, if recommended by the Planning Commission and approved by the City Council, submitted to the County of Monterey Elections Department for inclusion on the November 3, 2020 general election ballot. Adopting the attached Resolution will submit the draft Commercial Cannabis Business Ordinance of 2020 to the Monterey County Elections Department and fulfill this Council direction.

Respectfully submitted,

---

Matt Mogensen  
Assistant City Manager  
City of Marina

**REVIEWED AND CONCURRED:**

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Layne Long  
City Manager  
City of Marina

**Attachments:**

1. Exhibit A: Ordinance No. 2018-09 An Ordinance of the People of the City of Marina allowing Cannabis Business Activity and Establish Taxes and Fees for such Businesses within the City Of Marina, Amending Title and Chapter establishing Cannabis Business Activities as a Use allowed subject to a Use Permit in Specified Zones and Establishing Uses to Protect Public Health, Safety & Welfare.
2. Exhibit B: Full markup version of draft Ordinance with all changes made since the June 17, 2020 Joint Study Session
3. Exhibit C: Planning Commission Resolution No. 20-

**RESOLUTION NO. 2020-\_\_**

**A RESOLUTION OF THE CITY COUNCIL SUBMITTING TO THE VOTERS AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION A MEASURE AMENDING PROVISIONS OF THE MUNICIPAL CODE RELATING TO THE REGULATION, PERMITTING AND TAXATION OF COMMERCIAL CANNABIS BUSINESSES, ACTIVITIES AND LAND USES; AND REQUESTING MONTEREY COUNTY ELECTIONS TO CONDUCT THE ELECTION AND REQUESTING CONSOLIDATION OF THE ELECTION**

**WHEREAS**, the Medical and Adult-Use Cannabis Regulation and Safety Act (Section 26000 et seq. of the California Business & Professions Code) (“MAUCRSA”) establishes a comprehensive system of regulation and taxation for commercial cannabis activities in California; and

**WHEREAS**, MAUCRSA reserves to local jurisdictions substantial powers to tax, regulate and prohibit commercial cannabis activities; and

**WHEREAS**, on November 6, 2018, the City’s voters adopted Measure V, which permitted certain commercial cannabis activities in the City of Marina and established local regulations and permitting requirements for commercial cannabis businesses; and

**WHEREAS**, the City recently conducted its first permit issuance proceedings under the system established by Measure V; and

**WHEREAS**, it has become apparent that it would be advisable to streamline, clarify and revise the requirements of Measure V; and

**WHEREAS**, the City Council directed staff to prepare an ordinance to revise the requirements of Measure V; and

**WHEREAS**, such ordinance is known as the “Commercial Cannabis Business Ordinance of 2020;” (the “2020 Ordinance”); and

**WHEREAS**, on June 17, 2020, the Planning Commission and the City Council of the City of Marina held a Joint Study Session meeting to receive and review a draft of the 2020 Ordinance; and

**WHEREAS**, on July 9, 2020, the City of Marina Planning Commission held a noticed public hearing and unanimously recommended to the City Council that the 2020 Ordinance, as considered by the Commission, be adopted with the restoration of a 600-foot buffer zone requirement between any commercial cannabis business and certain schools, day care centers and parks; and

**WHEREAS**, adoption of the 2020 Ordinance requires voter approval; and

**WHEREAS**, Elections Code Section 9222 authorizes the Council to submit ordinances to the voters for adoption; and

**WHEREAS**, by its Resolution No. 2020-44, adopted on May 5, 2020, the City Council called a General Municipal Election for November 3, 2020, and requested that such election be conducted by Monterey County election officials and consolidated with the statewide general election to be held on that date; and

**WHEREAS**, pursuant to Elections Code 10002, the City Council may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

**WHEREAS**, the City must reimburse the county in full for the services performed upon presentation of a bill to the City; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting consolidation, and setting forth the exact form of any questions, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon request, the Board of Supervisors may order the consolidation. The resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, on July 21, 2020, the City Council of the City of Marina held a noticed public hearing to consider the 2020 Ordinance and took no action; and

**WHEREAS**, on August 5, 2020, the City Council of the City of Marina held a second noticed public hearing to consider the 2020 Ordinance; and

**WHEREAS**, the City Council desires to submit the 2020 Ordinance to the voters at the November 3, 2020, election; and

**NOW THEREFORE BE IT RESOLVED AND ORDERED** by the City Council of the City of Marina as follows:

1. The foregoing recitals are true and correct and are hereby adopted by the City Council; and
2. That pursuant to Elections Code Section 10400 and 10403, the City Council of the City of Marina hereby orders an election be called and consolidated with any and all elections also called to be held on November 3, 2020, within the same territory.
3. Pursuant to Elections Code Section 9222 the City Council of the City of Marina hereby calls an election for the purpose of submitting the 2020 Ordinance to the qualified voters of the City. This proposition shall be designated by letter by the Monterey County Elections Department.

4. Pursuant to Elections Code Section 10002 said City Council hereby requests the Board of Supervisors of the County of Monterey to permit the Monterey County Election Department to provide any and all services necessary for conducting an election and agrees to pay for said services in full.

5. The Monterey County Elections Department shall conduct the election to be held on November 3, 2020, and submit to the electorate the following question:

**“COMMERCIAL CANNABIS BUSINESSES.** Shall the ordinance revising the City of Marina’s regulations and permit process for commercial cannabis businesses and land uses, while restricting the proximity of such businesses to public parks and recreation centers and retaining the existing 5% gross receipts tax on cannabis businesses, the existing cap on retail businesses at 3 adult-use retailers and 3 medical dispensaries, and the existing prohibition against recreational sales to persons under 21 years old be adopted?

YES

NO”

6. The full text of the 2020 Ordinance to be submitted to the voters is set forth in **Exhibit A** attached hereto. The City Council hereby approves the form thereof, and its submission to the voters of the City at the November 3, 2020, election.

7. The Monterey County Elections Department is requested to print the entire text of the measure attached hereto in the voter information guide for the November 3, 2020, election, and a copy of the entire text of the measure will be mailed at the City’s cost to any voter upon request. In addition, the entire text of the measure will be available on the City’s website at the following website address: <https://cityofmarina.org>.

8. The voter approval requirement is the approval of a majority of qualified electors casting votes.

9. Arguments for and against the ballot measure may be filed consistent with Elections Code Section 9282 *et seq.* The last day for submission of direct arguments for or against the ballot measure shall be by 5:00 P.M. on August 13, 2020. Direct arguments shall not exceed three hundred words and shall be signed by not more than five persons.

10. Rebuttals to arguments for and against the ballot measure may be filed. The last day for submission of rebuttal arguments for or against the ballot measure shall be 5:00 P.M. on August 20, 2020. Rebuttal arguments shall not exceed two hundred-fifty words and shall be signed by not more than five persons, those persons may be different persons than the persons who signed direct arguments.

11. Pursuant to Election Code Section 9280, the City Council hereby directs the City Attorney to prepare by August 13, 2020, an impartial analysis of the ballot measure.

12. The Deputy City Clerk is hereby designated as the City's Election Official and is instructed, directed and authorized to do all things required by law to effectuate the November 3, 2020, General Municipal Election and to present the ballot measure submitted herewith to the electorate, including but not limited to working with the Monterey County Elections Department as needed in order to properly and lawfully conduct the election, posting, noticing and filing required publication postings. The ballots to be used in the election shall be in form and content as required by law. The Deputy City Clerk is hereby directed to forward a copy of this resolution to the City Attorney for preparation of the impartial analysis of the ballot measure submitted. Pursuant to Election Code section 9285, when the Deputy City Clerk has selected the arguments for and against the ballot measure, which will be printed and distributed to voters, the Deputy City Clerk shall send copies of the arguments in favor of the ballot measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut. The County Elections Department is authorized to canvass the returns of the general municipal election and certify the results to the City Council. Thereafter, in accordance with the time prescribed by the Elections Code, the City Council shall declare and cause to be entered in its minutes a statement of the results of the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

13. The Deputy City Clerk is directed to file forthwith a certified copies of this Resolution with the Board of Supervisors, the County Clerk, and the Registrar of Voters of the County of Monterey, together with the attached ballot measure; and certify as to the passage and adoption of this resolution and enter it into the book of original resolutions.

14. Based on all the information presented at the July 21, 2020 City Council meeting, both written and oral, including without limitation the staff reports, minutes and other relevant materials the City Council finds that the submission to the voters of the attached ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq. and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines") as the Ordinance is not a commitment to any particular action nor does it authorize any private activity and does not involve the commitment to any specific project that may result in a potentially significant physical impact on the environment. For any project undertaken pursuant to the Commercial Cannabis Business Ordinance of 2020 that would have either such effect the City will undertake the required CEQA review for that project. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required at this time.

Business and Professions Code Section 26055(h), also provides an exemption until July 1, 2021, for the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity provided that the project-level discretionary review includes applicable environmental review pursuant to CEQA.

15. The City Council further finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) and 15378(a), that this Resolution is exempt from the requirements of CEQA in that it is not a project which has the potential for causing a significant effect on the environment. This Resolution is further exempt under the definition of “Project” in Section 15378(b)(2) in that it concerns general policy and procedure making.

16. The City Council directs that Notices of CEQA exemptions be filed.

17. This resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Council of the City of Marina at a regular meeting duly held on this 5<sup>th</sup> day of August 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**EXHIBIT A**  
**The 2020 Ordinance**

## ORDINANCE NO. 2020-

### AN ORDINANCE OF THE CITY OF MARINA AMENDING PROVISIONS OF THE MUNICIPAL CODE RELATING TO THE REGULATION, PERMITTING AND TAXATION OF COMMERCIAL CANNABIS BUSINESSES, ACTIVITIES AND LAND USES

THE PEOPLE OF THE CITY OF MARINA DO ORDAIN AS FOLLOWS:

SECTION 1. Title 19 (Commercial Cannabis Activities) of the Marina Municipal Code is hereby repealed.

SECTION 2. Chapter 5.76 (Cannabis Retailer) of Title 5 (Business Taxes, Licenses and Regulation) of the Marina Municipal Code is hereby repealed.

SECTION 3. Chapter 5.80 (Commercial Cannabis Business Regulation) is hereby added to Title 5 (Business Taxes, Licenses and Regulation) of the Marina Municipal Code, to read as follows:

#### **Chapter 5.80: Commercial Cannabis Business Regulation.**

##### **5.80.010 Short Title**

This Chapter may be referenced as the “City of Marina Commercial Cannabis Business Ordinance of 2020.”

##### **5.80.020 Authority**

This Chapter is adopted pursuant to the authority granted to the City of Marina by its Charter and by Sections 5 and 7 of Article XI of the California Constitution.

##### **5.80.030 Interaction with State Law**

Nothing in this Chapter is intended to permit any activity that would otherwise be prohibited by state law, to excuse any Person from obtaining any license or permit that would otherwise be required by state law, or to override any requirement of state law that is stricter than a requirement contained herein. Any business that is regulated under this Chapter must fully comply with all requirements of both state law and this Chapter.

##### **5.80.040 Defined Terms**

All terms used in this Chapter shall have the same meanings as set forth in Medicinal and Adult Use Cannabis Regulation and Safety Act (Section 26000 *et seq.* of the California Business & Professions Code) except where explicitly defined in this Chapter to have some other meaning, or where some other meaning is manifestly clear from the context of the use of the term.

## **5.80.050 Definitions**

For purposes of this Chapter, the following terms shall have the following meanings:

- (a) "Adult Cannabis Dispensary" means a Commercial Cannabis Business engaged in the retail sale of cannabis or cannabis products to customers who are 21 years of age and older.
- (b) "Background Clearance" means a certificate issued by the Public Safety administrator, or his or her designee, indicating that a Person has satisfied a background investigation conducted pursuant to Section 5.80.210 of this Chapter.
- (c) "Commercial Cannabis Business" means any Person who engages in a Commercial Cannabis Activity, but does not include any natural person who both: (i) engages in such activity solely as the employee or agent of a Commercial Cannabis Business that is has been issued a permit pursuant to this Chapter and (ii) only engages in Commercial Cannabis Activities that are allowed under such permit and at locations that are allowed under such permit.
- (d) "Director of Community Development" means the Director of Community Development or his or her designee.
- (e) "Medical Cannabis Dispensary" means a Commercial Cannabis Business engaged in the retail sale of Medicinal Cannabis and Medicinal Cannabis Products solely for use pursuant to the Compassionate Use Act of 1996 (Section 11362.5 of the California Health and Safety Code) by a medicinal cannabis patient in California who possesses a physician's recommendation.
- (f) "Owner," with respect to a Commercial Cannabis Business means any Person who is the Commercial Cannabis Business or is a shareholder, partner, member, officer, or Person with an investment interest in the Commercial Cannabis Business. Where an Owner of a Commercial Cannabis Business is not a natural person, a licensed financial institution, or a publicly traded company, each shareholder, partner, member, officer, or Person with an investment interest in that Owner shall also be considered an Owner. Any Person who does not meet the above criteria may also be classified as an Owner of a Commercial Cannabis Business upon the request of the Commercial Cannabis Business and that Person.
- (g) "Permit" means the permit required by Section 5.80.080 of this Chapter, which is in addition to and separate from any conditional use permit or other permit that is also required by this Code.
- (h) "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- (i) "Principal Owner" means a natural person who is an Owner of a Cannabis Business and who agrees to serve as the Principal Owner of the Cannabis Business for purposes of this Chapter.
- (j) "Public Safety Administrator" means the Chief of Police or his or her designee.
- (k) "Regulatory Administrator" means the City Manager or his or her designee.

#### **5.80.060 Commercial Cannabis Activities Prohibited**

Except as specifically authorized by this Chapter, all Commercial Cannabis Activities are prohibited in the City of Marina.

#### **5.80.070 Personal Cannabis Activities Unaffected**

This Chapter does not regulate activities that are permitted pursuant to Section 11362.1 of the California Health & Safety Code.

#### **5.80.080 Commercial Cannabis Business Permit Required**

No Person may engage in any Commercial Cannabis Activity within the City of Marina except as part of a Commercial Cannabis Business for which a Permit has been obtained from the Regulatory Administrator pursuant to this Chapter.

#### **5.80.090 Number and Types of Permits**

- (a) A Permit shall specify the Commercial Cannabis Activities that may be conducted by the Commercial Cannabis Business. Only the following types of Commercial Cannabis Businesses may be authorized: Medical Cannabis Dispensary, Adult Cannabis Dispensary, Delivery, Cultivation, Manufacturing, Testing Laboratory, Nursery, and Distribution.
- (b) There may be no more than three valid Permits for the operation of Medical Cannabis Dispensaries in the City of Marina at any one time.
- (c) There may be no more than three valid permits for the operation of Adult Cannabis Dispensaries in the City of Marina at any one time.
- (d) There shall be no limit on the number of permits that may be issued for Cultivation, Manufacturing, Testing Laboratories, Nurseries or Distribution.
- (e) A Permit for Delivery may be issued only to the holder of a Permit for a Medical Cannabis Dispensary or an Adult Cannabis Dispensary and only for deliveries initiated from the Medical Cannabis Dispensary or Adult Cannabis Dispensary
- (f) A Permit shall only authorize the operation of a Commercial Cannabis Business at the specific location stated on the Permit.
- (g) A single Permit may authorize a single Commercial Cannabis Business to conduct multiple types of Commercial Cannabis Activities at a single location.
- (h) No application for a Permit for Cultivation, Manufacturing, Testing Laboratory, Nursery or Distribution shall be accepted prior to July 1, 2021. The purpose of this paragraph is to permit the City Council to adopt additional regulations, beyond those existing under state law, on such businesses.

#### **5.80.100 Permit**

The Permit shall list the following information:

- (a) The name of the Commercial Cannabis Business.
- (b) The location (including unit number for a business located in a multi-unit complex) at which the Commercial Cannabis Business may be conducted.

- (c) The type(s) of Commercial Cannabis Activity that may be conducted.
- (d) The name of each Owner of the Commercial Cannabis Business.
- (e) The name of the Principal Owner of the Commercial Cannabis Business.
- (f) The name of the Operating Manager of the Commercial Cannabis Business.
- (g) The name of each Assistant Operating Manager (if any) of the Commercial Cannabis Business.
- (h) The expiration date for the Permit.
- (i) Such other information as the Regulatory Administrator considers necessary or useful.

#### **5.80.110 Separate from Business License**

Nothing in this Chapter shall excuse any Person from obtaining a business license pursuant to Section 5.08.010 of this Code or complying with any otherwise applicable provision of this Code.

#### **5.80.120 Conditions for Issuance**

No Permit shall be issued until each of the following conditions have been met:

- (a) The Public Safety Administrator has (i) approved a Safety and Security Plan for the Commercial Cannabis Business, (ii) conducted such inspections as he or she deems necessary prior to the commencement of business by the Commercial Cannabis Business, and (iii) certified to the Regulatory Administrator that the Commercial Cannabis Business has implemented all elements of the Safety and Security Plan.
- (b) The Director of Community Development has certified to the Regulatory Administrator that the Commercial Cannabis Business has passed all inspections and obtained all necessary permits and certificates from the planning and building departments (including any use permit necessary pursuant to Title 17 of this Code) for the immediate commencement of the Commercial Cannabis Business at its location.
- (c) The Public Safety Administrator has issued a Background Clearance within the prior ninety days for each Owner of the Commercial Cannabis Business.
- (d) The Public Safety Administrator has issued a Background Clearance within the prior ninety days for each Operating Manager and Assistant Operating Manager of the Commercial Cannabis Business.
- (e) The Fire Chief has certified to the Regulatory Administrator that (i) the Commercial Cannabis Business has passed an inspection for compliance with the requirements of the City of Marina Fire Code or (ii) no such inspection is necessary.
- (f) The Commercial Cannabis Business has obtained a business license as required by this Code and paid any applicable business license tax.
- (g) The Commercial Cannabis Business has obtained a seller's permit issued by the California Department of Tax & Fee Administration.
- (h) The Commercial Cannabis Business has obtained permits from the Bureau of Cannabis Control for each Commercial Cannabis Activity listed on the Permit.
- (i) The Commercial Cannabis Business has paid all fees and taxes due to the City in connection with the Commercial Cannabis Business.

#### **5.80.130 Term and Renewal**

The term of the Permit shall be one year. The Regulatory Administrator shall not renew a Permit until each of the following conditions have been met:

- (a) The Public Safety Administrator has issued a Background Clearance for each Owner of the Commercial Cannabis Business no earlier than ninety days prior to the renewal date.
- (b) The Public Safety Administrator has issued a Background Clearance for each Operating Manager and Assistant Operating Manager of the Commercial Cannabis Business no earlier than ninety days prior to the renewal date.
- (c) The Public Safety Administrator has approved a Safety and Security Plan for the Commercial Cannabis Business and has, no earlier than ninety days prior to the renewal, certified to the Regulatory Administrator that the Commercial Cannabis Business has implemented all elements of the Safety and Security Plan
- (d) The Commercial Cannabis Business has paid all fees and taxes due to the City in connection with the Commercial Cannabis Business.
- (e) If the Commercial Cannabis Business is a Medical Cannabis Dispensary or an Adult Cannabis Dispensary, the Commercial Cannabis Business has established, to the satisfaction of the Regulatory Administrator, that the business has been open to customers for at least six hours per day on no less than 80 of the 180 days prior to the renewal date. The Regulatory Administrator may waive this requirement in the event that extenuating circumstances, such as a public health emergency, the destruction of the business premises, or enforcement or administrative proceedings by the City under this Code, made it impracticable for the Commercial Cannabis Business to be open to customers as would otherwise be required by this paragraph.
- (f) The Commercial Cannabis Business has a valid business license as required by this Code and has paid any applicable business license tax.
- (g) The Commercial Cannabis Business has a valid seller's permit issued by the California Department of Tax & Fee Administration.
- (j) The Commercial Cannabis Business has a valid permit from the Bureau of Cannabis Control for each Commercial Cannabis Activity for each Commercial Cannabis Activity listed on the Permit.

#### **5.80.140 Change of Owner or Operating Manager**

The Regulatory Administrator may add or remove an Owner, Operating Manager, or Assistant Operating Manager to or from a Permit upon application of the Commercial Cannabis Business, but shall not add a Person to the Permit unless the Public Safety Administrator has issued a Background Clearance for that Person within the prior ninety days.

#### **5.80.150 Resignation of Operating Manager**

Upon being notified by an Operating Manager or Assistant Operating Manager that he or she no longer serves in that capacity with respect to a Commercial Cannabis Business, the Regulatory Administrator shall remove that Person's name from the Permit for the Commercial Cannabis Business.

#### **5.80.160      Addition of Commercial Cannabis Activity**

Upon application of a Commercial Cannabis Business, the Regulatory Administrator may add a Commercial Cannabis Activity to the Permit for the Commercial Cannabis Business. However, he or she shall not do so unless all of the criteria set forth in Section 5.80.120 of this Code have been met. If a Commercial Cannabis Activity is added to a Permit, the expiration date for that Permit (and all Commercial Cannabis Activities listed on the Permit) shall be one year from the date the activity is added. This Section should not be interpreted to excusing a Commercial Cannabis Business seeking to add a Commercial Cannabis Activity to its Permit from obtaining any use permit that would otherwise be required pursuant to Title 17 of this Code for any new or expanded use.

#### **5.80.170      Change of Location**

- (a) A Permit issued to a Commercial Cannabis Business for operation at a location cannot be transferred to a new location. Operation at a new location requires an entirely new Permit.
- (b) As part of an application to operate at a new location, a Medical Cannabis Dispensary or an Adult Cannabis Dispensary may commit to ceasing operations at the original location upon the issuance of a Permit for the new location.

#### **5.80.180      Availability of Permits**

Solely for the purpose of any limits set forth in Section 5.80.090 of this Code upon the number of Permits that may be valid at any one time:

- (a) A Permit that has been voluntarily relinquished by a Commercial Cannabis Business shall be considered no longer valid as of the date of relinquishment.
- (b) A Permit that has been revoked by the City or for which renewal has been denied by the City shall be considered no longer valid as of the date upon which the revocation or non-renewal became final and all avenues of appeal pursuant to this Code were exhausted.
- (c) A Permit that has expired shall be considered no longer valid as of sixty days after its expiration unless an application for renewal has been submitted
- (d) Where a Commercial Cannabis Business has applied for a Permit for a new location and made a commitment to cease operations at its existing location pursuant to Section 5.80.170(b) of this Chapter, the Permit for operations at a new location shall be considered a continuation of the Permit for operations at the existing location so long as:
  - (1) the Commercial Cannabis Business ceases all operations at its existing location within thirty days of the commencement of operations at the new location; and
  - (2) the Commercial Cannabis Business has established, to the satisfaction of the Regulatory Administrator, that the existing location had been open to customers for at least six hours per day on no less than 80 of the 180 days prior to the renewal date. The Regulatory Administrator may waive this requirement in the event that extenuating circumstances, such as a public health emergency, the destruction of

the business premises, or enforcement or administrative proceedings by the City under this Code, made it impracticable for the Commercial Cannabis Business to be open to customers at the existing location for the requisite number of days.

#### **5.80.190 Pre-Applications**

With respect to any class of Commercial Cannabis Business for which Section 5.80.090 sets forth a limit on the number of valid permits that may be issued pursuant to this Section:

- (a) Any time the number of valid permits (counted as set forth in Section 5.80.180 of this Chapter) is less than the maximum number allowed, the Regulatory Administrator may designate a “lottery window” which shall be no less than one month in duration.
- (b) Prior to the commencement of the “lottery window” the Regulatory Administrator shall cause an announcement of the “lottery window” to be published in a newspaper of general circulation that is circulated in Marina and to be mailed to any Person who has, during the two years prior to the date on which such notification is published, filed with the Regulatory Administrator a request for mailed notification pursuant to this paragraph.
- (c) The Regulatory Administrator shall accept pre-applications only during the “lottery window”. Each pre-application must be submitted on behalf of a specific Person who wishes to receive a Permit to conduct a Commercial Cannabis Business in the City, and must designate a natural person who will serve as the Principal Owner of the Commercial Cannabis Business.
- (d) No Person may submit more than one pre-application during a lottery window for each type of Permit, nor can an individual be listed as Principal Owner on more than one pre-application submitted during a lottery window for each type of Permit.
- (e) Pre-applications shall be submitted on a form designed by the Regulatory Administrator. The Regulatory Administrator shall reject any pre-application that is not complete or does not comply with regulations issued by the Regulatory Administrator prior to the commencement of the “Lottery Window.”
- (f) Following the close of the “lottery window”, the Regulatory Administrator shall select at random one pre-application for each Permit announced pursuant to paragraph (b) of this Section.
- (g) Before conducting the selection pursuant to paragraph (e) of this Section, the Regulatory Administrator may require that each Person applying for a Permit and each Person listed as a Principal Owner obtain a Background Clearance or some other, less comprehensive, background investigation as the Regulatory Administrator may instead require.
- (h) The Regulatory Administrator may invalidate a selection conducted pursuant to paragraph (e) of this section and call for a new lottery window requiring new applications, if he or she reasonably determines that the selected pre-application was submitted fraudulently or that the selected pre-applicant or Principal Owner appears is a “straw man” for a Person submitting a non-selected Pre-Application.

- (i) The Regulatory Administrator shall accept an application for a new Permit pursuant to Section 5.80.200 (other than an application that includes a commitment to cease existing operations pursuant to 5.80.170) only from a Person who submitted a selected pre-application. Once a pre-application has been selected, that pre-application shall count as a “valid permit” for purposes of any limitation on the number of permits that may be issued pursuant to Section 5.80.090. The pre-application shall expire six months from its selection. The expiration date may be extended by the Regulatory Administrator for two months, if (at the time of expiration or the expiration of an extension) the Regulatory Administrator determines that an application has been submitted and is being processed by the City.
- (j) The City Council may, by resolution, establish an pre-application fee which must be paid at the time a pre-application is submitted to the Regulatory Administrator and may require that each pre-application be accompanied by a deposit against fees that can be expected to be incurred by the pre-applicant in connection with the application process if the pre-applicant is selected.

### **5.80.200      Application**

An application for a new Permit, for the renewal of a Permit, for a change of Owner, Principal Owner, Operating Manager or Assistant Operating Manager, for the addition of a Commercial Cannabis Activity to a Permit, or for the relinquishment of a Permit shall be submitted on the form provided for such purpose by the Regulatory Administrator and shall include such information as may be reasonably requested by the Regulatory Administrator. The City Council may, by resolution, establish an application fee which must be paid at the time such application is submitted to the Regulatory Administrator.

### **5.80.210      Background Clearance**

The Public Safety Administrator shall cause a background investigation of any Person upon the request of such Person. Such investigation shall include, a LiveScan background check and such other investigations as the Public Safety Administrator deems necessary. The Public Safety Administrator may establish a procedure for conducting such investigation and may establish criteria for issuing a Background Clearance for purposes of this Chapter. A request for a background investigation shall be made on the form designed by the Public Safety Administrator. The Person making such request shall provide the Public Safety Administrator with any information or documents that he or she may reasonably request. The City Council may, by Resolution, establish a fee for a background investigation or clearance.

In addition to any criteria he or she may establish, the Public Safety Administrator shall not issue a background clearance to any Person who the Public Safety Administrator determines:

- (a) Has ever been convicted of (i) a violent felony as defined by California Penal Code 667.5, (ii) any violation of California Penal Code Sections 243 through 247, except for subdivision (a) of Section 243, or (iii) an equivalent offense in another state;

- (b) Has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, and embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or
- (c) Has ever been convicted of the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, other than cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996; or
- (d) Has, unless for a reason deemed by the Public Safety Administrator to be immaterial, ever had any permit to operate a cannabis business revoked by any jurisdiction or had any professional or business license revoked by any jurisdiction; or
- (e) Has failed, if not a natural person, to fully disclose the identities of all of its owners in any application to the City or upon request of the Public Safety Administrator or the Regulatory Administrator.
- (f) Has made a material misstatement of fact, other than a misstatement that the Public Safety Administrator determines was a reasonable and inadvertent error, on any application to the City, in any proceeding before the City Council or Planning Commission, or to the Public Safety Administrator or the Regulatory Administrator or their staffs.

#### **5.80.220 Safety and Security Plan**

No Commercial Cannabis Business may be issued a Permit, or have a Permit renewed, without a Safety and Security Plan that has been approved by the Public Safety Administrator. The Public Safety Administrator may establish elements that must be included in the Safety and Security Plan, and may require that such Plan include business procedures, employee screening procedures, inventory and recordkeeping procedures, cameras and physical security improvements, floorplans, security system schematics, and limitations on operations, that, in his or her reasonable opinion, are necessary to (i) deter and prevent unauthorized entrance into areas containing cannabis or cannabis products, (ii) deter and prevent the theft of cannabis or cannabis products and (iii) ensure compliance with applicable law and legal conditions imposed by the City. The City Council may establish fees for the submission or approval of a public safety plan, for the certification by the Public Safety Administrator of compliance with a Safety and Security Plan, or for compliance inspections conducted in connection with applications or renewals for permits issued pursuant to this Section. It shall be a violation of this Code for any Commercial Cannabis Business or person employed by a Commercial Cannabis Business to fail to comply with a provision of the approved Safety and Security Plan.

Except as may be reasonably waived by the Public Safety Administrator, the Safety and Security Plan shall require, at a minimum, all of the following:

- (1) Alarm systems (perimeter, fire, and panic buttons) that are professionally installed, maintained, and remotely monitored at all times by a security company licensed by the State of California Bureau of Security and Investigative Services.

- (2) Perimeter lighting systems (including motion sensors) for after-hours security.
- (3) A requirement that individuals leave the premises if they are not engaging in an activity directly related to the permitted operations of the business.
- (6) The creation of one or more limited access areas accessible only to individuals specifically authorized by the business to handle cannabis and cannabis products.
- (7) The storage of all cannabis and cannabis products, except for live plants at a cultivation or nursery operation, in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.
- (8) 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. Remote live access to the video footage from the cameras shall be available to the Public Safety Administrator. Video recordings shall be maintained for a minimum of 90 days and shall be made available to the Public Safety Administrator upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business and shall be capable of enlargement via projection or other means.
- (9) Sensors that detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (10) Panic buttons with direct notification to the Marina Police Department dispatch and shall be configured to immediately alert dispatch for the Marina Police Department.
- (13) A requirement that licensed security personnel shall be on-site during any hours when any person is allowed on-premises.

- (14) Security equipment that remains operative during a power outage and ensures that access doors are not released during a power outage.
- (15) A requirement that entrance areas be locked at all times and under the control of a designated responsible party that is either; (a) an owner, agent or employee of the business or (b) a licensed security professional.
- (16) An accounting software system to provide point of sale data as well as audit trails or both product and cash, where applicable.
- (19) A plan for compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.
- (20) Network security protocols that are certified by Underwriters Laboratories.
- (21) A requirement that exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- (22) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

#### **5.80.230 Finances**

- (a) A Commercial Cannabis Business may only operate at a location, occupy a structure, or use personal or real property of any kind, if that location, structure, or property is owned by the Commercial Cannabis Business or an Owner of the Commercial Cannabis Business.
- (b) Notwithstanding paragraph (a) of this Section, a Commercial Cannabis Business (or Owner thereof) may lease property of any kind in from a third party in connection with the Commercial Cannabis Business, so long as (i) the lease does not exceed fair market value for a lease to a Commercial Cannabis Business and (ii) the payments due to under the lease are stated as a fixed monthly or annual amount or are based on a formula that does not take into account the sales or profits of the Commercial Cannabis Business.
- (c) No Commercial Cannabis Business, or Owner thereof, shall enter into any contract with any party other than an Owner, employee or agent of the Commercial Cannabis Business that in any way varies the obligations under the contract based on the gross receipts or profits of the Commercial Cannabis Business.
- (d) A Commercial Cannabis Business (or Owner thereof) may enter into a lease or agreement that would otherwise be prohibited by paragraphs (b) or (c) of this Section if both (i) all counterparties to the lease or agreement are treated as Owners of the Commercial Cannabis Business on the Permit for the Commercial Cannabis Business and (ii) a copy of the lease or agreement is provided to the Public Safety Administrator.

#### **5.80.240 Compensation**

No employee or agent of a Commercial Cannabis Business may be compensated based on the gross receipts or profits of the Commercial Cannabis Business, and no employee or agent may be compensated on any basis other than an hourly wage or fixed monthly salary, unless that employee or agent has obtained Background Clearance pursuant to this Chapter. For purposes of this Section, a Background Clearance shall be good for two years from the date of its issuance.

#### **5.80.250 Employee LiveScan Checks**

- (a) No Commercial Cannabis Business shall use the services of an employee or agent unless that employee or agent has, within the prior 365 days, either (i) obtained a Background Clearance or (ii) obtained LiveScan clearance from the Public Safety Administrator.
- (b) The Public Safety Administrator shall not grant LiveScan clearance to any individual if a LiveScan background check indicates that the individual has been convicted of a crime that would preclude the issuance of a Background Clearance pursuant to this Chapter.
- (c) No Person who has applied for and been denied Background Clearance may serve as an employee or agent of a Commercial Cannabis Business unless Background Clearance is subsequently issued.
- (d) The Public Safety Administrator may revoke a LiveScan clearance if he or she at any time determines that the subject of the clearance has been convicted of a crime that would preclude the issuance of Background Clearance pursuant to this Chapter.
- (e) The City Council may, by Resolution, establish a fee for LiveScan clearance.

#### **5.80.260 Restriction On-Premises Consumption and Sale of Alcohol and Tobacco.**

No Person shall sell or dispense or consume alcoholic beverages or tobacco products on the premises of a Commercial Cannabis Business. No Person shall consume cannabis or cannabis products on the premises of any Commercial Cannabis Business.

#### **5.80.270 Minors**

- (a) Persons under the age of 21 years shall not be allowed on the premises of a Commercial Cannabis Business
- (b) Notwithstanding Paragraph (a) of this Section, a person aged 18 to 20 years may enter the premises of a Medical Cannabis Dispensary solely for the purpose of obtaining cannabis or cannabis products pursuant to a physician's recommendation.
- (c) A sign at the entrance to the Commercial Cannabis Business shall clearly state, in a form and font acceptable to the Public Safety Administrator, the rule set forth in this Section as applicable to the Commercial Cannabis Business.

#### **5.80.280      Operating Manager**

- (a) The Operating Manager of a Commercial Cannabis Business must be an owner or full-time employee of the Commercial Cannabis Business.
- (b) No Commercial Cannabis Business may operate at any time unless an Operating Manager or Assistant Operating Manager or Owner who has been listed on the Permit is on the premises.
- (c) The Commercial Cannabis Business must provide the Public Safety Administrator and the Fire Department with a 24-hour contact number for the Operating Manager and at least one Assistant Operating Manager.
- (d) If the Operating Manager of a Commercial Cannabis Business ceases employment or takes a vacation or leave of absence of more than 10 consecutive days, the Commercial Cannabis Business must designate an Assistant Operating Manager or Owner to serve as Operating Manager during this period and must notify the Public Safety Administrator and the Fire Department of such designation and of the 24-hour contact number for the designated individual.
- (e) All Operating Managers and Assistant Operating Managers must be authorized by the Commercial Cannabis Business to report any violation of law to the Marina Police Department, to call the Marina Police Department for assistance, and to close the business to customers during any period when the Commercial Cannabis Business cannot operate in compliance with law or with the Safety and Security Plan.

#### **5.80.290      Reporting**

A Commercial Cannabis Business shall notify the Marina Police Department within twenty-four hours after discovering any of the following:

- (a) Significant discrepancies in inventory;
- (b) Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary;
- (c) The loss or unauthorized alteration of records; or
- (d) Any breach in security.

#### **5.80.300      Violation**

Violations of (i) the requirements of the Chapter or of any Permit, or (ii) any requirement of the Medicinal and Adult Use Cannabis Regulation and Safety Act or any regulation issued thereunder, constitute violation of this Code that are subject to the provisions of Chapter 1.08 of this Code. Additionally, any such violations may constitute a public nuisance that may be remedied pursuant to Chapter 17.60 of this Code.

#### **5.80.310      State License**

Any Commercial Cannabis Business that forfeits a permit issued to it pursuant to the Medicinal and Adult Use Cannabis Regulation and Safety Act or has such permit revoked must immediately cease all activities in the City of Marina for which that permit is required and must report such forfeiture or revocation to the Regulatory Administrator and the Public Safety Administrator. The Regulatory Administrator may revoke any Permit issued pursuant to this Chapter for a Commercial Cannabis Activity that the Commercial Cannabis Business is no longer entitled to engage in pursuant to the Medicinal and Adult Use Cannabis Regulation and Safety Act.

#### **5.80.320 Appeal**

Any applicant or Commercial Cannabis Business may, within 10 days of the date of a decision, appeal to the City Manager any final decision of the Public Safety Administrator or the Regulatory Administrator pursuant to this Chapter with regard to the final denial or revocation of any permit, renewal, certification, clearance or approval applied for or held by the applicant or business. The City Manager may promulgate procedures for the consideration of any such appeal. Any decision of the City Manager shall be final.

#### **5.80.330 Administrative Interpretations**

The Public Safety Administrator and the Regulatory Administrator may issue such administrative interpretations of this Chapter as they find appropriate.

#### **5.80.340 Fees**

The City Council may, by resolution, adopt a fee for any application, permit, certificate, clearance, investigation, inspection, audit, appeal or other staff action or service provided pursuant to this Chapter.

#### **5.80.350 Tax**

- (a) Each Commercial Cannabis Business shall pay a tax of 5% of gross receipts in addition to the tax that would normally be required by Section 5.08.010 of this Code. For purposes of this Section, taxable gross receipts shall include gross receipts attributable to any business conducted by the Commercial Cannabis Business or on its premises.
- (b) Except where clearly inapplicable, such tax shall be administered in the same manner (and subject to the same provisions of this Code) as the business license tax required by Section 5.08.010, except that the tax shall be collected and administered by the Regulatory Administrator.
- (c) The tax shall be collected quarterly and due and payable on the first day of each calendar quarter.
- (d) The Regulatory Administrator may issue administrative interpretations of this requirement, may require that tax payments be made on a more frequent schedule than quarterly or on a different schedule than set forth in this Section, may set the may require that a deposit be made against any taxes that will be due in arrears, and may delegate his or duties under this Section to an employee of another City department with the consent of the City Manager.
- (e) All taxes collected pursuant to this Section shall be deposited in the general fund of the City and available for any lawful municipal purpose

- (f) The City Council may, by resolution, establish fees for audits of tax returns submitted pursuant to this Section.

#### **5.80.360 Inspection of Records and Premises**

Any Commercial Cannabis Business must allow the inspection of its records and premises at any time as requested by the Public Safety Administrator or the Regulatory Administrator.

SECTION 4. Chapter 17.47 (Commercial Cannabis Uses) is added to Title 17 (Zoning) of the Marina Municipal Code, to read as follows:

#### **Chapter 17.47: Commercial Cannabis Uses.**

##### **17.47.010 Criteria Applicable to All Commercial Cannabis Uses.**

In addition to any other requirement of this Chapter, and to the generally applicable standards of this Title for the issuance of conditional use permits and for development in the zone in which the use will be located, no use permit for a commercial cannabis land use shall be issued unless:

- (a) The site is no closer than 600 feet to any child day care center (as defined by Section 17.04.211 of this Code), school serving students in grades K-12, public recreation center or public park. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure (or portion of building or structure) occupied or to be occupied by the Commercial Cannabis Business to the nearest property line of those uses described in this Subsection.
- (b) The use, as conditioned, will not generate offensive noise or odors.

##### **17.47.020 Criteria Applicable to Retail Commercial Cannabis Uses**

In addition to any other requirement of this Chapter, and to the generally applicable standards of this Title for the issuance of conditional use permits and for development in the zone in which the use will be located, no use permit for a retail commercial cannabis land use shall be issued unless:

- (a) The site is no closer than 1,000 feet to any other retail commercial cannabis land use. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure (or portion of building or structure) occupied or to be occupied by each Commercial Cannabis Business.
- (b) If the use, as conditioned, allows a delivery component, adequate off-street loading areas are provided for all loading and standing of delivery vehicles.

##### **17.47.030 Signage and Display of Cannabis Products**

With respect to all cannabis land uses:

- (a) No graphics depicting cannabis or cannabis products shall be painted, attached, or otherwise affixed to the the exterior of any building and no such graphic shall be included on any exterior sign.
- (b) No graphics depicting cannabis or cannabis products shall be displayed in a manner than is visible from outside of the property, or is visible from any location, such as a common parking area or walkway, that is shared by multiple businesses.
- (c) No cannabis or cannabis products shall be displayed or handled in a manner than is visible from outside of the property, or is visible from any location, such as a common parking area or walkway, that is shared by multiple businesses.

#### **17.47.040 Interaction with Chapter 5.80**

No application shall be accepted:

- (a) For a use permit that includes one or more types of commercial cannabis activities to which Section 5.80.190 of this Code applies, unless the use that is proposed to be operated by a person who is either (i) the holder of an unexpired cannabis business permit preapplication that has been selected pursuant to Section 5.80.190(i) for each such activity or (ii) the holder of an existing cannabis business permit for each such activity who has made a commitment to cease operations at their existing site pursuant to Section 5.80.170. Each such person may have only one active use permit application for each qualifying cannabis business permit preapplication or qualifying cannabis business permit.
- (b) While such prohibition is in effect, for a use permit that includes any commercial cannabis activity for which the City is prohibited from issuing a commercial cannabis permit by Section 5.80.090(h) of this Code.

SECTION 5. Section 17.06.020 of the Marina Municipal Code is hereby amended so that Subdivisions A and B of that Section read as follows, and all other subdivisions remain unchanged:

A. No dancehall, roadhouse, nightclub, commercial club, establishment or business where alcoholic beverages are served or sold for off-sale consumption, commercial place of amusement or recreation, including but not limited to an amusement center or arcade, or place where entertainers are provided whether as social companions or otherwise, shall be established in any zoning district in the city unless a use permit is first secured in each case.

B. A finding of public convenience or necessity is required for an establishment or business where alcoholic beverages are served or sold for on- and/or off-sale consumption within an area of undue concentration. Such finding shall require that selling of alcohol for on- and/or off-sale consumption at the subject establishment of business:

1. Will not constitute a public nuisance;
2. Will not occur within five hundred feet of a park or school or place of public assembly;
3. Will not contribute to law enforcement problems associated with an undue concentration of on- and/or off-sale licenses in the vicinity of the subject business or establishment.

SECTION 6. Any provision of this Ordinance or of the ordinance adopted by the voters of the City of Marina at the November 6, 2018 election as Measure V may be amended by Ordinance of the City Council, except that the rate of the tax imposed by Section 5.80.350 may not be increased without voter approval.

SECTION 7. It is the intent of the People of the City of Marina that the City Council shall set fees pursuant to the authority of the Ordinance in an amount that will fully fund all costs associated with the regulation of Commercial Cannabis Businesses. The City Council is authorized to set, by resolution, any such fee. Any fee set by initiative or by Council action prior to the effective date of this Ordinance shall continue in effect until specifically repealed, increased, or decreased by resolution of the City Council.

SECTION 8. It is the intent of the People of the City of Marina that the provisions of Section 17.47.010(a) of the Municipal Code shall apply within the City in lieu of the requirements of Section 26054 of the California Business & Professions Code.

SECTION 9.

- (a) Any commercial cannabis permit issued pursuant to Title 19 of the Municipal Code prior to the repeal of that Title by this Ordinance shall be treated as a valid permit issued pursuant to this Ordinance and may be renewed pursuant to this Ordinance. Any conditions, requirements and limitations set forth on such permit shall remain in effect during the term of the permit and during any renewal term.
- (b) Any application for a permit that was submitted prior to the effective date of this Ordinance will be processed under the laws existing laws at the time of application.
- (c) Notwithstanding subdivision (b), an applicant for a non-retail commercial cannabis permit may request that such permit be processed pursuant to this Ordinance instead of pursuant to the prior law.

SECTION 10. It is the intent of the People of the City of Marina that the tax imposed by this ordinance shall be considered a continuation of the existing tax on cannabis businesses, and that the prior tax shall cease application only upon the effectiveness of the tax imposed by this Section. The People would not have repealed the existing tax with respect to any person if the tax adopted pursuant to this Ordinance were invalid with respect to that person.

It is not the intent of this Ordinance to cause the tax against any person to increase above the rates that were authorized for City Council adoption in the the ordinance adopted by the voters of the City of Marina at the November 6, 2018 election as Measure V. In the event that any person would be charged under this Ordinance a tax in excess of such authorized rate, the tax applied to that person will be reduced to the maximum amount that could be levied without additional voter approval.

SECTION 11. If any word, phrase, sentence, part, section, subsection, or other portion of this Ordinance, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this title, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect.

The People hereby declares that they would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

Certified as adopted by the People of the City of Marina at the Municipal General Election held on November 3, 2020.

\_\_\_\_\_  
Bruce C. Delgado, Mayor

ATTEST:

\_\_\_\_\_  
Anita Shepherd-Sharp, Deputy City Clerk

Date:

## ORDINANCE NO. 2018-09

## Initiative Measure to be Submitted Directly to the Voters

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF MARINA  
ALLOW CANNABIS BUSINESS ACTIVITY AND ESTABLISH TAXES AND FEES  
FOR SUCH BUSINESSES WITHIN THE CITY OF MARINA, AMENDING TITLE AND  
CHAPTER ESTABLISHING CANNABIS BUSINESS ACTIVITIES AS A USE  
ALLOWED SUBJECT TO A USE PERMIT IN SPECIFIED ZONES AND  
ESTABLISHING USES TO PROTECT PUBLIC HEALTH, SAFETY & WELFARE.**

THE PEOPLE OF THE CITY OF MARINA DO HEREBY ORDAIN AS FOLLOWS:

**Section 1. Establish.** Chapter 19 of the City of Marina’s Municipal Code is hereby established to read as follows:

19.01.010 Title.

This chapter shall be known as the city of Marina Commercial Cannabis Activities ordinance. The city of Marina hereinafter shall be called “city”. This chapter shall be applicable in the incorporated territory of the City. (Ord.2010-03 &1 (part), 2010)

19.01.020 Operative Date

“Operative date” means the first day of the first calendar quarter commencing more than one hundred days after the adoption of the ordinance codified in this chapter by a majority of the voters of the city voting thereon at the election to be held on November 6, 2018.

19.01.030 Purpose

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. Regulate Commercial Cannabis Activity (as defined below) if a majority of the qualified electors voting on the measure voted to approve the imposition of the tax at an election called for that purpose.
- B. To promote the health, safety, morals, and general welfare of the residents and businesses within the City. The City is authorized to regulate this activity pursuant to the MAUCRSA. The goals of this regulation for Commercial Cannabis Activity include:
  - A. To minimize the size of the illegal market for Cannabis in the City and the surrounding regions.
  - B. To create jobs, tax revenue and economic growth for the City and its residents.
  - C. To enable law enforcement and regulators to have sufficient rights to inspect and audit Commercial Cannabis Activity and take expeditious action against Persons who violate the requirements of this Chapter.
  - D. To minimize social harms which may arise from Cannabis including youth consumption or intoxicated driving.

C. To regulate the operation and location of Commercial Cannabis Activity such that public nuisance is minimized.

#### 19.01.040 Definitions

The following words or phrases, whenever used in this Chapter, shall be given the following definitions:

A. "Adult cannabis" or "Adult cannabis product" " means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by adults in California pursuant to the Adult Use of Marijuana Act of 2016 (Proposition 64), found at Section 11362.1 of the Health and Safety Code. For the purposes of this Title, "medical cannabis" does not include "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

B. "Adult Use Cannabis" means the non-medical use of cannabis by adults of age 21 and over as permitted by MAUCRSA and other applicable State and City laws.

C. "A-License" means a State License issued under Division 10, commencing with Section 26000 of the Business and Professions Code, for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations or an interim license issued by the State for the same.

D. "A-Licensee" means any Person holding a State License under Division 10, commencing with Section 26000, of the Business and Professions Code for cannabis or cannabis products that are of age and over and who do not possess physician's recommendations or an interim license issued by the State for the same.[sic] (duplicate definition)

D. "A-Licensee" means any Person holding a State License under Division 10, commencing with Section 26000, of the Business and Professions Code for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations or an interim license issued by the State for the same.

E. "A-Permit" means a City Permit issued under this chapter for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations.

F. "A-Permittee" means any Person holding a City Permit issued under this chapter for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician's recommendations.

G. "Bureau" means the Bureau of Medical Marijuana Regulation within the California Department of Consumer Affairs.

H. "Business and Professions Code" means the California Business and Professions code, as amended from time to time.

I. "Cannabinoid" or "phytocannabinoid" means a chemical compound that is unique to and derived from cannabis.

J. "Medical cannabis" or "Medical cannabis product" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical Cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362. 5 of the Health and Safety Code. For the purposes of this Title, "medical cannabis" does not include "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 1 1018.5 of the Health and Safety Code.

K. "Commercial medical cannabis activity" means the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, on-site consumption or sale of medical cannabis or a medical cannabis product.

L. "Cannabis" shall have the same meaning as in Section 26000 of the Business and Professions Code.

M. "Cannabis Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or City Permittee where the Commercial Cannabis Activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one City Permittee.

N. "Cannabis Permit" means a permit issued by a city in the State (as defined below), including the City, and a license issued by the State, in each case, in accordance with, and to the extent required by, applicable State Law, in order to participate in a Commercial Cannabis Activity, such as Cultivation, Manufacturing, Distribution, Transportation, Testing, retail sale, or Delivery.

O. "Cannabis Permittee" means a Person who holds a Cannabis Permit.

P. "Cannabis Product" shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

Q. "Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product's potency.

R. "Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site.

S. "Certificate of accreditation" means a certificate issued by an accrediting body to a licensed testing laboratory, entity, or site to be registered in the state.

T. "City" shall have the meaning assigned to such term in the Preamble of this Ordinance.

U. "City Code" means the City of Marina Municipal Code.

V. "City Council" means the current members of the City Council of the City.

X. "City Manager" means the individual duly appointed by a majority of the City Council to serve in the capacity as executive officer of the City on a permanent or interim basis or such other official as designated by the City to fulfill such duties.

Y. "City Permit" means a permit issued by the City, in accordance with this Chapter and State Law, authorizing participation in a Commercial Cannabis Activity, such as Cultivation, Manufacturing, Distribution, Testing, retail sale, or Delivery.

Z. "City Permittee" means a Person that has been issued a City Permit.

AA. "Commercial Cannabis Activity" includes the Cultivation, possession, Manufacture, Distribution, processing, storing, testing, packaging, labeling, Transportation, Delivery or sale of Cannabis and Cannabis Products as provided for in this chapter and Division 10, commencing with Section 26000, of the Business and Professions Code.

BB. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of medical or Adult cannabis. Within the definition of cultivation, the following specific License Types, corresponding to state cultivator license types set forth in California Business and Professions Code section 19332(g).

BB1. "CUP" means a Conditional Use Permit issued by the City in accordance with City Code.

CC. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Cannabis.

DD. "Cultivation Permit" means a City Permit for the Cultivation of Cannabis in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the particular Cultivation Permittee. Such Permits shall be associated with State License types 1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5A or 5B or such other Cultivation license types created by the State.

EE. "Cultivation Permittee" means an applicant who has applied for and has been issued a Cultivation Permit by the City pursuant to the terms and conditions of this Chapter.

FF. "Deliver" or "Delivery" means the commercial transfer of medical or Adult cannabis, or medical or Adult cannabis products from a Permittee, up to an amount allowed by the Bureau, to a primary caregiver, customer, qualified patient or adult as defined in Section 11362.7 of the California Health and Safety Code, or a testing laboratory.

GG. "Dispensary" means a facility where medical Cannabis, medical cannabis products. Adult cannabis. Adult cannabis products or devices for the use of medical or Adult cannabis or medical or Adult cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers medical Cannabis and medical Cannabis products as part of a retail sale.

HH. "Distribution" means the procurement, sale, and transport of Cannabis and Cannabis Products between State Licensees, including any City Permittees who are State Licensees.

II. "Distribution Permit" means a City Permit for Distribution in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to such Distribution Permittee. Such Permits shall be associated with State License Type 11 or such other Distribution license types created by the State.

JJ. "Distribution Permittee" means a Person that has been issued a Distribution Permit by the City pursuant to the terms and conditions of this Chapter.

KK. "Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum. An edible Cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code.

LL. "Fully Enclosed and Secure Structure" means (i) [sic] a space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is reasonably secure against unauthorized entry and provides complete visual screening or is behind fencing or other features providing complete visual screening, and which is accessible only through one or more lockable doors and is inaccessible to minors

MM. "Greenhouse" means a fully enclosed permanent structure with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental artificial lighting for cultivation.

NN. "Gross Receipts" means the total amount of the sales of a City Permittee, valued in money, whether paid in money or otherwise, without any deduction for the cost of materials used, any costs of transportation of the City Permittee, or any other expenses.

OO. "Health and Safety Code" means the California Health and Safety Code, as amended from time to time.

PP. "Identification card" has the same definition as in Section 11362.7 of the California Health and Safety Code, as it may be amended.

QQ. "Indoor Cultivation" means a Cultivation using exclusively artificial lighting.

RR. "Licensee" means a person issued a state license under Chapter 3.5 (commencing with Section 19300) of the California Business and Professions Code, to engage m [sic] a commercial medical or Adult cannabis activity. (in)

SS. "Licensing authority" means the state agency responsible for the issuance, renewal, or reinstatement of a license for commercial medical or Adult cannabis activities, or the state agency authorized to take disciplinary action against the license.

TT. "Nursery" means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of medical or Adult cannabis.

UU. "One ownership" and "owner" have the same definition as set forth in Chapter 21.06 [sic] of this Title. (Section 17.04.510)

WW. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a Cannabis Product from such blends, extractions or infusions.

XX. "Manufactured cannabis" or "cannabis product" means raw Cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.

YY. "Manufacturing Permit" means a City Permit to Manufacture in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the applicable Manufacturing Permittee. Such Permits shall be associated with State License types 6 or 7 or such other Manufacturing license types created by the State.

ZZ. "Manufacturing Permittee" means a Person that has been issued a Manufacturing Permit by the City.

AAA. "Manufacturing site" means a location that produces, prepares, propagates, or compounds manufactured medical or Adult cannabis or medical or Adult cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.

BBB. "Medicinal Cannabis" or "Medicinal Cannabis Product" means Cannabis or a Cannabis Product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a Medicinal Cannabis patient in California who possesses a physician's recommendation.

CCC. "M-License" means a State License issued for Commercial Cannabis Activity involving Medicinal Cannabis.

DDD. "M-Licensee" means any Person holding a State License under Division 10, commencing with Section 26000, of the Business and Professions Code for Commercial Cannabis Activity involving Medicinal Cannabis or an interim license issued by the State for the same.

EEE. "M-Permit" means a City Permit issued under this chapter for Commercial Cannabis Activity involving Medicinal Cannabis.

FFF. "M-Permittee" means any Person holding a City Permit issued under this chapter for Commercial Cannabis Activity involving Medicinal Cannabis.

GGG. "Mixed Light Cultivation" means a Cultivation facility using a combination of natural and supplemental artificial lighting.

HHH. “Modular Building” means a structure that is transportable in one or more sections and is designed or equipped for the Manufacturing of Cannabis Products, including the compliance with all safety requirements set forth by the City.

III. “Ordinance” shall have the meaning assigned to such term in the Preamble of this Ordinance.

JJJ. “Outdoor Cultivation” means any Cultivation conducted without the use of artificial lighting.

KKK. “Permit Zone” means, with respect to a Person holding a City Permit, the zones or portions of the City where such City Permit type is permitted to operate. Such Permit Zones may be amended from time-to-time by a majority vote of the City Council. To the extent not otherwise specified in this definition, a City Permittee shall be able to operate in any portion of the City which complies with the zoning, radius and other requirements of Section 17.06.

The initial Permit Zones shall be as follows:

- (1) With respect to Retail Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5).
- (2) With respect to Cultivation Permits for Indoor Cultivation, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P) and Transitional Zoning District (T-B-5).
- (3) With respect to Cultivation Permits for Outdoor Cultivation, no zones will permit outdoor cultivation.
- (4) With respect to Cultivation Permits for Mixed Light Cultivation, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P) and Transitional Zoning District (T-B-5).
- (5) With respect to Distribution Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5) or, if such Distribution Permit is held by a Permittee who also holds another City Permit type, the location where the operations of such City Permit type are conducted (e.g. the site of a Cultivation Permit).
- (6) With respect to Manufacturing Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5).
- (7) With respect to Testing Permits, Airport District (AP-2/3), Business Park (BP), Business Park Small Lot Combining District (BP/P), Retail Business District (C-1), General Commercial District (C-2), Planned Commercial District (PC) and Transitional Zoning District (T-B-5).

LLL. "Permittee" means a person issued a commercial cannabis permit under Chapter 7.90 [sic] (5.76).

MMM. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

NNN. “Physician Services” means the consultation by a State-licensed physician of a patient with the possible recommendation by such physician of Medicinal Cannabis for such patient.

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OOO. "Primary caregiver" has the same definition as in Section 11362. 7 of the California Health and Safety Code, as it may be amended.

PPP. "Public park" means an area created, established, designated, or maintained by the special district, a County, the State, or the Federal government for public play, recreation, or enjoyment or for the protection of natural resources and features at the site.

QQQ. "Qualified patient" has the same definition as in Section 11362. 7 of the California Health and Safety Code, as it may be amended.

RRR. "Retail Establishment" means a premises where Cannabis or Cannabis Products are offered, either individually or in any combination, for retail sale or Delivery to customers, patients or primary caregivers pursuant to State Law.

SSS. "Retail Permit" means a City Permit to sell and Deliver Cannabis and Cannabis Products to customers, patients and primary caregivers in accordance with the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the particular Retail Permittee. Such Permits shall be associated with State License type 10 or such other Retail license types created by the State.

TTT. "Retail Permittee" means a Person that has been issued a Retail Permit by the City pursuant to the terms and conditions of this Chapter.

UUU. "State" means the State of California.

VVV. "State license", "license, " or "registration" means a state license issued pursuant to California Business & Professions Code Sections 19300, et seq.

WWW. "State Law" means all laws of the State, including all rules and regulations adopted by State agencies and State regulatory entities.

XXX. "State License" means a State License issued under Division 10, commencing with Section 26000, of the Business and Professions Code, and includes both an A-License and M-Licenses as well as a testing License.

YYY. "State License Deadline" means [the later of (i) the first anniversary of the date on which the Bureau of Cannabis Control posts a notice on its website or otherwise publicly announces that state licensing authorities have commenced issuing State Licenses, or (ii) the applicable date upon which a Person with a City License must obtain a State License to comply with State Law.

ZZZ. "State Licensee" means a Person that has been issued a State License.

AAAA. "Testing" means the testing of the quality, makeup or purity of Cannabis and Cannabis Products as required by applicable State Law.

BBBB. "Testing Permit" means a City Permit for Testing pursuant to the terms and conditions of this Chapter and the conditions of approval for the applicable City Permit issued to the particular Testing Permittee. Such Permits shall be associated with State License 8 or such other Testing license types created by the State

CCCC. "Testing Permittee" means a Person who has been issued a Testing Permit by the City pursuant to the terms and conditions of this Chapter.

DDDD. "Testing laboratory" means a facility, entity, or site in the state that offers or performs test of medical cannabis or medical cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in the medical cannabis industry in the state; and
2. Registered with the California State Department of Public Health.

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EEEE. "Transport" means the transfer of medical cannabis or medical cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial medical Cannabis activity authorized pursuant to the California Business & Professions Code Sections 19300, et seq.

## 19-02 Cannabis Dispensaries and Operating Standard

### 19.02.010 Cannabis Dispensaries

Pursuant to Chapter and Section 5.08 [\[sic\]](#), it is unlawful for any owner, operator, or association to own, conduct, operate or maintain, or to participate therein, or to cause or to allow to be conducted, operated, or maintained, any dispensary, delivery or delivery only dispensary in or into the City unless there exists a valid business permit in compliance with the provisions of Chapter 15.08 [\[sic\]](#) and a permit issued under this Chapter. [\(Section 5.76.010\)](#) However, entities authorized under Marina Municipal Section 19.02.010 must abide by the same requirements imposed herein on dispensaries.

This Chapter, and the requirement to obtain a business and/or use permit, does not apply to the individual possession or cultivation of medical or Adult Cannabis for personal use, nor does this Chapter apply to the usage, distribution, cultivation or processing of medical or Adult cannabis by qualified patients or primary caregivers or qualified adults when such group is of three or less individuals, and distributing, cultivating or processing the cannabis from a residential unit or a single non-residential parcel of land. Associations of three or less qualified patients or primary caregivers shall not be required to obtain a permit under Chapter 17.48, but must comply with applicable State law.

The City Manager shall issue no more than three (3) valid permits for the operation of Medical Cannabis dispensaries in the City of Marina at any one time.

The City Manager shall issue no more than three (3) valid permits for the operation of Adult Cannabis dispensaries in the City of Marina at any one time.

No new Cannabis Premise shall be located within 600 feet of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure in which the Cannabis Premise is, or will be, located to the nearest property line of those uses describe in this Subsection.

Dispensaries shall not be located within one thousand hundred (1,000) feet of another dispensary, unless the adjacent dispensary is a medical dispensary locating next to an adult dispensary or the opposite.

### 19.02.020 ELIGIBILITY REQUIREMENT

A. No person may be allowed to have any position with a Dispensary other than that of Member if she or he has been convicted of:

1. Homicide;
2. Within the preceding 10 years, any serious or violent felony listed in Penal Code Section 1192.7(c) or Section 667^(c);

3. Within the preceding 10 years, any violation of Penal Code Sections 243 through 247, except for subdivision (a) of Section 243;  
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4. Within the preceding 10 years, any offense under subdivisions (d) or (e) of Section 11357 or Section 11361, or Articles 1, 3, 5, 6, or 7 of Chapter 6 of Division 10 of the Health and Safety Code; or

5. Within the preceding 3 years any felony violation of Health and Safety Code Section 11358. Section 11359 or Section 11360.

B. Such other information deemed necessary to conduct any investigation or LiveScan Background check of the applicant, and for the City Manager to determine compliance with this Chapter, the City's Municipal Code and Zoning Code.

C. All applicants shall pay an application fee, a permit fee, and all inspection fees that may be required as part of the application process, as specified in the City's Master Fee Schedule.

D. At the time of submission of dispensary permit application, the applicant shall pay a dispensary permit application fee not to exceed \$8,000. The fee amount shall be set by City Council resolution per the City's Master Fee Schedule.

E. Notarized, written authorization from the property owners) that a Commercial Cannabis Business may be operated at the site.

F. The name and address of Managers or responsible agents of the Commercial Cannabis Business, which shall be updated not less frequently than annually.

#### 19.02.030 OPERATION PLAN

All applicants must provide a plan of operations that will describe how the dispensary will operate consistent with State Law and the provisions of this Chapter including but not limited controls to ensure medical or Adult cannabis will be dispensed only to qualified adults, qualified patients and primary caregivers. Dispensaries shall comply with Health and Safety Code Sections 11362. 7 et seq. and any other state laws that may be adopted concerning Medical or Adult Cannabis, California's Medical Marijuana Regulation and Safety Act, the Adult Use of Marijuana Act, the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, and any other applicable City laws or regulations, and shall pay all applicable state or local taxes. Dispensaries shall also comply with the operating standards set forth in this Section.

#### 19.02.030 [sic] MEMBERSHIP. (19.02.035)

A. Medical Dispensaries may consist only of Members.

B. Medical Dispensaries may only obtain Medical Cannabis from, and supply Medical Cannabis to, their Members.

C. Dispensaries may not admit any person as a Member without first verifying her or his status as a qualified patient or primary caregiver as defined by state law, and shall immediately cancel the membership of any person who diverts Medical Cannabis for non-medical use or in any minor not permitted by this Chapter or State law.

D. Physicians' recommendations shall be verified prior to granting membership and at least every twelve (12) months thereafter, and a physical or digital record shall be kept of such verification. No Medical Cannabis may be dispensed except to a Member and pursuant to a recommendation

that is no more than twelve (12) months old, unless the recommendation expressly states that it has a longer term or does not expire.

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E. Adult Dispensaries must comply with all aspects of the Adult Use of Marijuana Act and must receive a license from the State prior to start of operations, and shall maintain license throughout operations.

F. Non-Diversion. Medical dispensaries shall take all practicable steps necessary to prevent and deter diversion of Medical Cannabis to non-Members. Dispensaries must limit access to Medical Cannabis, Medical Cannabis Products and Edibles to authorized personnel only, and must maintain an inventory management system that accounts for all Medical Cannabis, Medical Cannabis Products and Edibles.

#### 19.02.040 DISPENSING.

A. Medical Dispensary may not dispense to any person who is not a Member and may not dispense without first verifying membership.

B. Medical Dispensary may not provide more Medical Cannabis to an Individual than is necessary for that person's personal medical use.

C. Dispensary may not distribute free samples for promotional purposes outside of the Dispensary premises.

D. No dispensary shall dispense Medical Marijuana from more than one (1) location in the City of Marina.

E. No owner of dispensary in the City shall open a second dispensary in the City; except that medical dispensaries and co-located or adjacent Adult dispensaries may have the same ownership.

#### 19.02.050 MEMBERS AND EMPLOYEES.

A. All employees and volunteers must be Members who are at least 21 years of age.

B. Medical Dispensaries may not admit any person under 18 years of age to membership without written authorization of a parent or legal guardian. Any Member under 18 years of age shall be accompanied by a parent or legal guardian at all times that such person is at the Dispensary.

#### 19.02.060 ADULT DISPENSARIES

All Adult Dispensaries must comply with all state law and shall comply with the following conditions:

A. Dispensary may not dispense to any person who is not 21 years of age or older.

B. Dispensary may not distribute free samples for promotional purposes outside of the Dispensary premises.

C. No dispensary shall dispense Adult Marijuana from more than one (1) location in the City of Marina, however, subject to State requirements, may have a co-located or adjacent Medical and Adult location.

D. No owner of dispensary in the City shall open a second dispensary in the City; except that medical dispensaries and co-located or adjacent Adult dispensaries may have the same ownership.

E. All adult dispensaries must hold a valid and current Use Permit from the City of Marina pursuant section 19.08.010 (d) of this chapter.

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19.02.070 SECURITY.

A security plan, as a separate document, outlining the proposed security arrangements to deter and prevent unauthorized entrance into areas containing medical or Adult Cannabis or medical or Adult cannabis products and theft of medical or Adult cannabis or medical or Adult cannabis products at the dispensary, in accordance with minimum security measures required by State law and the requirements herein. The security plan shall be reviewed and approved by the Police Department and the Office of the City Manager and shall be exempt from disclosure as a public record pursuant to Government Code Section 6255(a).

A. Dispensaries shall provide adequate security and lighting on-site to ensure the safety of persons and protect the premises from theft at all times. Lighting shall be of sufficient intensity to illuminate all areas of the parking lot, if any. Lighting shall comply with Marina Municipal Code 15.34.080.

B. Dispensaries must maintain security guards and camera coverage of their entire grounds to an extent sufficient to ensure the safety of persons and deter crime. Cameras must be maintained in good condition, and use a format approved by the City Manager or his/her designee, which is of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime. The cameras shall be in use 24 hours per day, seven (7) days per week. The areas to be covered by the security cameras include, but are not limited to, dispensing areas, storage areas, cultivation areas, all doors, parking lots, anyplace where new product is delivered and any other area determined by the City Manager or her/his designee. Surveillance footage must be retained for a period of 90 days and made available to the Marina Police Department for purposes of investigation of alleged crimes, promptly upon request without the necessity of a warrant or subpoena.

C. Dispensaries must be equipped with an alarm system that is operated and monitored by a security company licensed by and in good standing with the California Department of Consumer Affairs. Alarms shall be maintained and in good working condition at all times.

D. In order to prevent unauthorized entry during non-business hours, a Dispensary shall either secure all points of entry with bars, retractable, folding or sliding metal gates, or metal rollup or accordion doors, none of which may be visible from the exterior, or provide at least one security guard during those hours.

E. Any security guards employed by Dispensaries shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel may not be armed.

F. All Medical or Adult Cannabis, Medical or Adult Cannabis Products and Edibles, except for limited amounts used for display purposes, samples or immediate sale, shall be securely stored at all times, and the entrance to all storage areas shall be locked and under the control of staff.

G. Dispensaries shall make transactions with payment methods other than cash when feasible. All cash received, except that needed for retail customer transactions shall be kept in a secure receptacle such as a drop safe or other type of safe.

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H. Dispensaries shall notify the Marina Police Department and the licensing authority within 24 hours after discovering any of the following:

1. Significant discrepancies identified during inventory;
2. Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary;
3. The loss or unauthorized alteration of records related to medical or Adult Cannabis, registered qualifying patients, primary caregivers, or dispensary employees or agents; or
4. Any other breach of security.

#### 19.02.080 SIGNAGE

A. Sign shall be posted at the entrance to any Dispensary that includes the following language. The required text shall be of sufficient size to be easily read from a distance of five feet.

FOR MEDICAL: This Dispensary only provides medical cannabis to Us [sic] members, who must have legally recognized California Medical Cannabis Identification Cards or a verifiable, -written recommendation from a physician for medical cannabis. (its)

FOR ADULT:

This Dispensary only provides cannabis to adults who qualify under the Adult Use of Marijuana Act and applicable state law. No person under the age of 21 may enter this facility. Providing cannabis products to those under 21 is illegal and shall be prosecuted to the fullest extent of the law.

B. A sign shall be posted in a conspicuous location inside the structure at the location advising:

FOR MEDICAL: This Dispensary is registered in accordance with the laws of the City of Marina. The sale of marijuana and the diversion of marijuana for non-medical purposes are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

FOR ADULT: This Dispensary is registered in accordance with the laws of the City of Marina. The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

C. No Cannabis products or graphics describing Cannabis shall be visible from the exterior of the property.

D. Signage for a dispensary shall comply with Marina Municipal Code 17.40 [sic]. (Section 17.59)

#### 19.02.090 DELIVERY

If the dispensary operations are proposed to include delivery, all employees of a dispensary delivering medical or Adult Cannabis or medical or Adult cannabis products shall carry a copy of the documentation listed below when making deliveries. This information shall be provided upon request to law enforcement officers and to employees of state and local agencies enforcing this Chapter.

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A. A copy of the dispensary's current permits, licenses, and entitlements authorizing them to provide delivery services;

B. The employee's government-issued identification;

[sic] (C.) A copy of the delivery request; and

C [sic]. (D.) Chain of custody records for all goods being delivered.

D [sic]. (E.) All onsite consumption permits shall be special business permits and shall be issued for a term of one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with or without cause by the City Manager subject to Section 19.09.

#### 19.02.100 NEIGHBORHOOD COMPATIBILITY.

A. Dispensaries shall be operated to ensure neighborhood compatibility, and shall take all steps necessary to ensure that customers do not create neighborhood disturbances.

B. Dispensaries shall provide the Police Department and all residents and property owners within 100 feet with the current name, phone number, secondary phone number, and e-mail address of an on-site community relations staff person to whom notice of any operating problems associated with the establishment may be reported. This information shall be updated as necessary to keep it current. Dispensaries shall encourage neighbors to call this person to try to solve any operating problems.

C. All Dispensaries shall have an on-site manager responsible for overall operation at all times they are open, and shall provide the Police Department with contact information for all such persons, including telephone number, street address and e-mail address. Dispensaries shall also provide the Police Department with the current name and phone numbers of at least one 24-hour on-call manager. This information shall be updated as necessary to keep it current.

D. Dispensaries shall take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties. Such conditions include, but are not limited to: smoking; creating a noise disturbance; drinking; loitering; littering; and graffiti.

E. Dispensary will be of an architectural and visual quality and character which harmonizes with, and enhances, the surrounding area and that the design will avoid unduly large or obtrusive signs, un-landscaped parking areas, unduly bright or garish lighting, or design features which encourage loitering as determined by the Zoning Administrator.

F. That adequate litter receptacles will be provided where appropriate:

G. Where the dispensary or delivery only dispensary is in proximity to residential uses, it will be limited in hours of operation, and designed and operated, so as to avoid disruption of residents' sleep.

H. No cannabis or cannabis odors shall be detectable by sight or smell outside of a permitted facility.

I. Dispensaries shall ensure all graffiti is removed from property and parking lots under their control within 24 hours of its appearance.

J. Dispensaries shall operate only between the hours of 9:00 a.m. and 11:59 p.m.

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#### 19.02.110 CONSUMPTION OF MEDICAL CANNABIS, TOBACCO AND ALCOHOL.

- A. Smoking of Medical Cannabis is prohibited at Dispensaries.
- B. Sale or consumption of tobacco is prohibited at Dispensaries.
- C. Sale, service and consumption of alcoholic beverages at Dispensaries is prohibited, and Dispensaries shall prohibit any person in possession of an alcoholic beverage from entering or remaining on the premises.
- D. This subdivision does not prohibit the testing of Medical or Adult Cannabis Products by staff of a Dispensary or the use of tinctures or topical Medical Cannabis Products that do not have intoxicating effects.

#### 19.02.120 REGULATORY FEES; SELLER'S PERMIT

In addition to any other required conditions and mitigation measures approved by the Appropriate Authority, all of the following conditions shall apply to all permits for a medical or Adult cannabis dispensary:

- A. The Cannabis dispensary shall allow access to dispensary facilities and records if requested by the City, its officers, or agents, and shall pay for an annual inspection and submit to inspections from the City or its officers to verify compliance with all relevant rules, regulations, and conditions.
- B. The applicant, owner, and all permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this Chapter from any enforcement officer of the City or their designee.
- C. Any person operating a medical or Adult Cannabis dispensary shall obtain a valid and fully executed commercial medical or Adult cannabis permit pursuant to 19.02 of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations.
- D. Upon implementation of state regulations pursuant to California Business and Professions Code Section 19320, a valid license from the State shall be required to operate any commercial medical cannabis activity.
- E. The owner shall post or cause to be posted on site the Use Permit and all required City, County and state permits and licenses required to operate. Such posting shall be in a central location, visible to the patrons, at the operating site, and in all vehicles that deliver or transport marijuana.
- F. The owner shall be responsible for ensuring that all commercial medical cannabis activities at the site operate in good standing with all permits and licenses required by the Marina Municipal Code and State law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial medical Cannabis activities at the site who do not maintain permits or licenses in good standing with the City or State shall be grounds for the suspension or

revocation of a Use Permit pursuant to Section 17.80 [sic] of the Marina Municipal Code.  
(Section 17.48.060)

G. Dispensaries shall comply with all physical accessibility requirements pursuant to American Disability Act.

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## 19.03 COMMERCIAL CANNABIS CULTIVATION AND OPERATING STANDARD

It is hereby declared to be unlawful and a public nuisance for any person or persons owning, leasing, occupying, or having charge of possession of any legal parcel or premises within any zoning district m [sic] the City of Marina to cultivate marijuana except as provided for in this chapter. (in)

No cultivation of Medical or Adult Marijuana at the premises or location shall be visible with the naked eye from any public or other private property, nor shall medical marijuana or any product containing medical marijuana be visible from the exterior of any premises.

No Medical or Adult Marijuana shall be dispensed from a cultivation site and shall not be open to the public.

In no case shall a building intended for residential use be used for the cultivation of cannabis.

The maximum size of any areas of cultivation shall not exceed any restrictions outlined in State law.

Security measures sufficient to restrict access to only those intended and to deter trespass and theft of medical or Adult cannabis or medical or Adult Cannabis products shall be provided and maintained. If on-site security is utilized, Security shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife.

Water conservation measures, water capture systems, or grey water systems shall be incorporated in medical Cannabis cultivation operations in order to minimize use of water where feasible.

A. An Administrative Use Permit [sic] for medical Cannabis cultivation shall not be granted by the Appropriate Authority unless all of the following findings are made based on substantial evidence: (Use Permit)

1. The cultivation, as proposed, will comply with all of the requirements of the State and City, and any additional conditions of license for the cultivation of medical or Adult cannabis.
2. The cultivation, as approved and conditioned, will not result in significant unavoidable impacts on the environment.
3. The cultivation includes adequate measures that minimize use of water for cannabis cultivation at the site.
4. The cultivation includes adequate measures to address the projected energy demand for Cannabis cultivation at the site.
5. The cultivation includes adequate quality control measures to ensure Cannabis cultivated at the site meets industry standards.

6. The cultivation includes adequate measures that address the federal enforcement priorities for Cannabis activities including restricting access to minors, and ensuring that cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the State and not distributed out of state.

7. The applicant, property owner, and permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this Chapter from any enforcement officer of the City of Marina or their designee.

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8. Any person cultivating cannabis shall obtain a valid and fully executed commercial Cannabis Permit pursuant to Chapter 5.04 [sic] of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations. (Section 5.76)

9. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by State law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial Cannabis activities at the site who do not maintain permits or licenses in good standing with the City, County or State shall be grounds for the suspension or revocation of a Use Permit pursuant to Section 19.09 [sic] of the City Code. (17.48.060)

#### 19.04 COMMERCIAL CANNABIS TESTING, and MANUFACTURING, OPERATING STANDARD

It is hereby declared to be unlawful and a public nuisance for any person or persons owning, leasing, occupying, or having charge of possession of any legal parcel or premises within any zoning district in the City of Marina to test, manufacture Cannabis products, or to engage in research and development of cannabis except as provided for in this chapter.

No cannabis or Cannabis products at the premises or location shall be visible with the naked eye from any public or other private property, nor shall medical marijuana or any product containing medical marijuana be visible from the exterior of any premises.

No Medical or Adult Marijuana shall be dispensed from a testing, or manufacturing site and shall not be open to the public.

Security measures sufficient to restrict access to only those intended and to deter trespass and theft of medical or Adult Cannabis or medical or Adult Cannabis products shall be provided and maintained. If on-site security is utilized, Security shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

Hazardous materials shall be properly labeled and stored to avoid contamination through erosion, leakage, or inadvertent damage from rodents, pests, or wildlife.

[sic] (A.) A Use Permit for testing, and manufacturing of Cannabis and cannabis products shall not be granted by the Appropriate Authority or City unless all of the following findings are made based on substantial evidence:

1. The activity, as proposed, will comply with all of the requirements of the State and City, and any additional conditions of license for the testing, manufacturing, or research and development of Cannabis or cannabis products.

2. The use, as approved and conditioned, will not result in significant unavoidable impacts on the environment.

3. The use includes adequate measures that minimize use of water at the site.
4. The cultivation includes adequate quality control measures to ensure cannabis cultivated at the site meets industry standards.

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5. The use shall include adequate measures that address the federal enforcement priorities for cannabis activities including restricting access to minors, and ensuring that Cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the State and not distributed out of state.

6. The applicant, owner, and permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this Chapter from any enforcement officer of the City of Marina or their designee.

7. Any person testing, manufacturing or performing research and development operations using cannabis shall obtain a valid and fully executed commercial cannabis business license pursuant to Chapter 5.04 [sic] of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations. (5.76)

8. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by State law.

Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial cannabis activities at the site who do not maintain permits or licenses in good standing with the City, County or State shall be grounds for the suspension or revocation of a Use Permit pursuant to Section 19.09 [sic] of the City Code. (17.48.060)

#### 19.05 CANNABIS DISTRIBUTION

Cannabis distribution facilities shall comply with all of the following requirements.

- A. Cannabis distribution facilities shall be located only in zoning districts that specifically provide for this use.
- B. Cannabis and cannabis products shall only be transported between permitted and licensed commercial cannabis operations.
- C. Prior to transporting cannabis or cannabis products, the transporter shall complete an electronic shipping manifest. The shipping manifest shall include the unique identifier information from the cultivation source.

D. A physical copy of the shipping manifest shall be maintained during transportation and shall be made available upon request to law enforcement or any agents of the State or County charged with enforcement of this Chapter.

E. All cannabis uses that require transport licenses under SB94 but that are not Transport and Distribution Only Businesses shall receive a license for transport.

F. Distribution facilities shall maintain appropriate records of transactions and shipping manifests. An organized and clean method of storing and transporting cannabis and cannabis products shall be provided to maintain a clear chain of custody.

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G. Security measures sufficient to restrict access to only those intended and to deter trespass and theft of cannabis or Cannabis products shall be provided and maintained. Security measures at distribution facilities shall include, but are not limited to, the following:

1. Prevent individuals from loitering on the premises of the distribution facility if they are not engaging in activity expressly related to the operations of the distribution facility;

2. Store all cannabis and Cannabis products in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss;

3. Install security cameras on site; and

4. Provide for on-site security personnel meeting the requirements and standards contained

within Chapter 19.02.070 of the Marina Municipal Code and approval by the Chief of Police.

H. The owner shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with permits and licenses required by the Marina Municipal Code and State law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial medical cannabis activities at the site who do not maintain permits or licenses in good standing with the City, County or State shall be grounds for the modification or revocation of a Use Permit pursuant to Section 19.09 [sic] of The City of Marina Code.

(17.48.060)

I. The transportation and distribution facilities and activities shall be maintained in accordance with the operating plans approved by the City.

## 19.06 PUBLIC HEARING

Applications for dispensaries shall be subject to a hearing and must provide Public notice of the hearing in accordance with on [sic] the application shall be given as provided in Section 17.

78.020 [sic]. (17.48.030) The City Manager or designee [sic] shall be the investigating official [sic] referred to in Section 17.78.020 to whom the application shall be referred. (Planning Commission) (authority) In recommending the granting or denying of such permit and in granting or denying the same, the City Manager shall give particular consideration to the

capacity, capitalization, and complaint history of the applicant and any other factors that m [sic] the City Manager's discretion he/she deems necessary to the peace, order and welfare of the public. (in)

19.07 RANKING AND ALLOCATION PROCEDURE AND CRITERIA In the event that multiple applications are submitted for any Cannabis use that is restricted in number, the City Manager or designee shall use the following criteria for recommending to the City Council what applicant shall receive approval to operate.

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[sic] (A.) Businesses seeking a license to operate a dispensary or cultivation operation must submit the following for evaluation:

1. Business Plan: Applicants shall submit a Business Plan to the City that outlines an operational and financial plan. The Business Plan should include the names and resumes of key staff, operations plan, financial plan, sales projections and market study. Applicants are encouraged to provide a specific, written plan for how their operation will benefit the community.

2. Security Plan: All applicants shall submit a Security Plan outlining how the business expects to address security issues at their location.

3. Property Owner Approval: Applicants shall submit proof of approval of the owner of the real property where the proposed dispensary will be located if approved. Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

a. The property owner is aware of and approves the use being proposed.

b. The property owner will lease the property to the cannabis related use upon approval of application.

c. The property owner understands that licenses for cannabis related uses are for one year and can be revoked at the City's sole discretion with or without reason.

4. Live Scan: All principle employees of any cannabis related use must obtain a Live Scan and submit the results with their application.

#### 19.08.010 SELECTION CRITERIA:

A. General Eligibility Review: In the event that an applicant is unable to meet the minimum eligibility criteria, their application shall be denied. Applicants will be evaluated on the following:

1. Live Scan Results: Applicant must not have any criminal convictions that would result in ineligibility as defined in section 19.02.020.

2. Application must be complete to be evaluated. Incomplete applications will be denied and must be resubmitted. Application fees must be paid for resubmittal.

3. Proposed location of business and proof of property owner's approval of use.

4. Indemnification agreement with the City.

B. Initial Ranking - The City shall open an application period of not less than 30 days to allow prospective Permittees to submit applications.

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1. Applicants will be evaluated on the following criteria:

a. Business Plan

i. A business plan that demonstrates prior successful business operations (which need not be Cannabis business related) at a similar scale of annual revenue for at least two years and / or capitalization sufficient to insure at least one year of operation will receive five points. A business plan without such demonstration will receive 0 points.

b. Local Enterprise & Community Benefits

i. Community benefits may include commitment to employ persons who are City of Marina residents. Other community benefits could include a commitment to working with Marina-located businesses (including capital), a commitment to sponsoring nonprofits and / or other similar specific commitments within the Marina community. A maximum of eight points will be awarded, with one point for every City of Marina resident that a business commits to employ, and one point for every specified annual substantial commitment to of the applicant's choice to any non-profit or business within the community.

c. Neighborhood Compatibility

i. Applicants which demonstrate neighborhood support with a majority of property owners within 250 feet will receive five points. Applicants who do not demonstrate neighborhood support with a majority of property owners within 250 feet will receive zero points.

d. Safety and Security Plan

i. The Marina Police Department will review the Safety and Security Plan and classify the Plan as inadequate, adequate or exemplary. Plans classified as inadequate will not be permitted to proceed. Plans classified as adequate will receive ten points. Plans classified as exemplary will receive twenty points.

e. From the initial ranking, up to twice as many qualified applicants as there are available licenses will be eligible for final ranking, as determined by the aggregate scores of the initial ranking.

C. Final Ranking

1. The top applicants equal to the number of licenses available will be eligible to apply for a Conditional Use Permit and license to engage in a commercial cannabis business. Qualified applicants from the initial ranking may amend and combine their applications

to optimize their scores. If following the opportunity to optimize scores, two or more applicants are tied, both applicants will proceed to the next step.

D. Use Permit:

1. Applicants shall complete phases 1-3 prior to applying for a Conditional Use Permit and license.
2. At the next available Planning Commission meeting, allowing time for Staff review, a public hearing for each top application shall be held.
3. Members of the public, adjacent property owners and other interested parties will be given the opportunity to present concerns or support, and provide additional consideration for potential permit conditions.

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4. Planning Commission will make a recommendation to City Council, including any conditions requested for final decision on awarding Use Permits and License.
5. At the next available City Council meeting, Planning Commission and Staff recommendations will be presented to City Council for final decision.
6. If an available license is not filled for any reason and a business that qualified under phases 1- -3 but was not selected to move forward in the process requests consideration for phase 4, consideration shall be granted in order of ranking.

E. Use Permits for Cannabis Uses are for one year and do not run with land. No vesting of any land use rights are conveyed with any use permit for a Cannabis related use. Holders of use permits shall have the opportunity administratively renew as long as the business has complied with all state and local ordinances and with Conditions of Approval, including the timely payment of all fees and taxes.

F. Cannabis Licenses are for one year and may be revoked at any time for failure to comply with all state and local ordinances, or for failure to comply with Conditions of Approval. Licenses shall have the opportunity to automatically renew as long as the business has complied with all state and local ordinances and with Conditions of Approval, including the timely payment of all fees and taxes.

## 19.09 ENFORCEMENT

Violations of this Chapter shall constitute a public nuisance and may be enforced pursuant to the provisions of Chapter 17.80 [sic] of the Municipal Code any other law or ordinances it deems appropriate. (17.60)

A. It shall be unlawful for any person to violate any provision, or to fail to comply with any of the requirements, of this Chapter. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter shall be guilty of a misdemeanor. No proof of knowledge, intent, or other mental state is required to establish a violation.

B. Any condition caused or allowed to exist in violation of any of the provisions of this Chapter shall be deemed a public nuisance and shall, at the discretion of City, create a cause of action for penalty pursuant to Chapters 17.80 [sic] of this Code, and any other action authorized by law. (17.60)

C. Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Marina or otherwise authorized by law. Additionally, as a public nuisance, any violation of this Chapter shall be subject to injunctive relief, disgorgement of any payment to the City of Marina of any and all monies unlawfully obtained, costs of abatement, costs of restoration, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Marina may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial medical or Adult cannabis activity or persons related thereto, or associated with, the commercial medical or Adult cannabis activity.

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#### 19.10 APPEALS PROCESS

A. If the City Manager or his / her designee determines that grounds for suspension or revocation of the Use Permit exist pursuant to section 19.09, the City Manager or his / her designee shall issue a written Notice of Intention to revoke or suspend the Use Permit, as the case may be. The Notice of Intention shall be served on the property owner, as reported on the latest equalized assessment roll, and shall also be served on permittees on the property, as reported on the commercial medical cannabis permits issued pursuant to Chapter 19.02. The Notice of Intention shall be served by either personal delivery or by certified U.S. Mail, postage prepaid, return receipt requested. The Notice of Intention shall describe the property, the intention to revoke or suspend the Use Permit, the grounds for revocation or suspension, the action necessary to abate the violation, the time limit for compliance, and the right to a hearing. The Notice of Intention shall notify the owner and permittees of the opportunity to request a hearing before a Hearing Officer [sic] to present evidence as to why the Use Permit should not be suspended or revoked and shall notify them of the 10-day deadline to submit a written request for a hearing. (City Council)

B. The owner and permittees shall have ten (10) calendar days from the service of the Notice of Intention to submit a written request for a hearing before the Hearing Officer [sic]. (City Council) Failure to submit the written request for a hearing shall be deemed a waiver of the right to challenge the suspension or revocation of the Use Permit and a failure to exhaust administrative remedies. If the hearing is not timely requested, the City Manager or his / her designee may suspend or revoke the Use Permit in accordance with the Notice of Intention.

C. Upon receipt of a timely written request for a hearing, the City Manager or his / her designee shall appoint a hearing officer [sic] and set a date for a hearing to be held within 60 days of receipt of the request, unless an immediate threat to the public health, safety and welfare necessitates an earlier hearing date. Notice of the hearing, including the time, date, and location of the hearing, shall be served on the owner and permittees, such service to be accomplished by either personal delivery or by certified U. S. Mail, postage prepaid, return receipt requested.

D. Hearing by the Hearing Officer [sic]: (City Council

1. The Hearing Officer is authorized to conduct hearings, issue subpoenas, receive evidence, administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and render decisions on the suspension or revocation of the Use Permit.

2. In any proceeding before a Hearing Officer, oral testimony offered as evidence shall be taken only on oath or affirmation, and the Hearing Officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts.

3. All parties to the hearing shall have the opportunity to testify, introduce exhibits, call and examine witnesses, and cross examine opposing witnesses on any matter relevant to the issues.

4. Within thirty (30) calendar days after the close of the hearing, the Hearing Officer shall issue a written decision, including a statement of the basis for the decision. The Hearing Officer's written decision shall constitute the final administrative decision of the City of Marina. Ordinance No. 2018-09

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5. In the event a civil action is initiated to obtain enforcement of the decision of the Hearing Officer, and judgment is entered to enforce the decision, the person against whom the order of enforcement has been entered shall be liable to pay the City's total costs of enforcement, including reasonable attorney fees.

6. If neither owner nor any permittee nor their authorized representatives appear at the noticed hearing, such failure to appear shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies.

## 19.11 SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

**Section 2. Zoning.** The following changes shall be made to Chapter 17 of the Marina Municipal Code including sections 17.22.030 [sic], 17.24.030, 17.28.020, 17.29.030, 17.31, 17.42.030, 17.06.020, 17.20.30 and 17.06.010.O, 17.06.010.P, and 17.06.010.Q.

1. The following sections of Chapter 17. shall have Cannabis Retailer added as land uses with a requirement of a Conditional Use Permit:

- a. 17.28 Airport District (AP-2/3)
- b. 17.29 Business Park (BP)
- c. 17.31 Business Park Small Lot Combining District (BP/P)
- d. 17.22 Retail Business District (C-1)
- e. 17.24 General Commercial District (C-2)
- f. 17.31 [sic] Planned Commercial District (PC) (17.26)
- g. 17.42 Transitional Zoning District (T-B-5)

2. The following sections of Chapter 17 shall have Cannabis Cultivation added as land uses with a requirement of a Conditional Use Permit:

- a. 17.28 Airport District (AP-2/3)
- b. 17.29 Business Park (BP)
- c. 17.31 Business Park Small Lot Combining District (BP/P)
- d. 17.42 Transitional Zoning District (T-B-5)

3. The following sections of Chapter 17 shall have shall have cannabis manufacturing, cannabis distribution and cannabis testing labs added as land uses with a requirement of a Conditional Use Permit:

- a. 17.28 Airport District (AP-2/3)
- b. 17.29 Business Park (BP)
- c. 17.31 Business Park Small Lot Combining District (BP/P)
- d. 17.22 Retail Business District (C-1)
- e. 17.24 General Commercial District (C-2)
- f. 17.31 [sic] Planned Commercial District (PC) (17.26)
- g. 17.42 Transitional Zoning District (T-B-5)

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4. Sections 17.06..010.O and 17.06.010.P[sic] - These sections of Marina Municipal Code Chapter 17 the code shall be deleted. (17.06.020.O and 1706.020.P)

5. Section 17.06.010.Q [sic] of will be deleted except for the following: (17.06.020 O)

“A qualified patient, with an identification card, as defined in California Health and Safety Code Section 11362.7, may cultivate cannabis for noncommercial, personal purposes as set forth in Health and Safety Code Section 11362.77 per each qualified patient with an identification card, upon property she or he rents or owns and inhabits, either inside the dwelling or on land included in such rented or owned property or as permitted by the Adult Use of Marijuana Act, which provides that not more than six living marijuana plants may be planted, cultivated, harvested, dried, or processed by a person over the age of twenty-one inside a private residence, or inside an accessory building to a private residence that is fully enclosed and secure and located upon the grounds of the private residence, as an incidental use to the primary private residential use. Nothing in this chapter is intended to, nor shall it be construed to, preclude any landlord from limiting or prohibiting marijuana cultivation by its tenants. The cultivation shall be at a location on the property that is secluded so that it cannot be observed by a member of the public who passes by the property. This chapter shall be administratively enforced. (Ord. 2017-07 (Exh. A (part)), 2017; Ord. 2016-01 §§ 3, 4, 2016; Ord. 2007-03 § 2 (Exh. B), 2007; Ord. 2007-02 § 1, 2007; Ord. 2003-01 § 1 (part), 2003; Ord. 2002-03 § 1 (part), 2002; zoning ordinance dated 7/94 (part), 1994)”

6. Section 17.06.020(A and B) Use regulations shall be as follows:

A. No dancehall,, nightclub, commercial club, establishment or business where cannabis products or alcoholic beverages are served or sold for off-sale consumption, commercial place of amusement or recreation, including but not limited to an amusement center or arcade, or place where entertainers are provided whether as social companions

or otherwise, shall be established in any zoning district in the city unless a use permit is first secured in each case.

B. A finding of public convenience or necessity is required for an establishment or business where cannabis products or alcoholic beverages are served or sold for on- and/or off-sale consumption within an area of undue concentration. Such finding shall require that selling of alcohol for on and/or off-sale consumption at the subject establishment of business:

1. Will not constitute a public nuisance;
2. Will not occur within six hundred feet of a park, youth center, or school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued.
3. Will not contribute to law enforcement problems associated with an undue concentration of on and/or off-sale licenses in the vicinity of the subject business or establishment.

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**Section 4 [sic]: (3) Use Permit.** Use permits for cannabis and cannabis related uses are for one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with or without cause by the City Manager or designee subject to Section 19.09 of Marina Municipal Code shall include the following: All Use Permit holders shall also execute a Development/Operating Agreement annually agreeing to abide to all conditions of approval at all times. The City Manager or designee can terminate a Development/Operating Agreement at any time with or without reason.

**Section 5 [sic]: (4) Business License.**

1. Section 5.20.020 shall be added to the Marina Municipal Code and state the following: 5.04.401 [sic] Cannabis Retailer [sic]: All establishments selling Cannabis or Cannabis Related Products for medicinal and adult use shall pay a business operations tax equal to a minimum of 2.5% of annual gross receipts prior to January 1, 2022, and no more than 5% (at the discretion of City Council) beginning January 1, 2022. (5.76) (Dispensary) Payments are due quarterly on July 1, October 1, January 1, and April 1 each year.

2. Section 5.20.030 shall be added to the Marina Municipal Code and state the following: Non-Retail Cannabis Uses: All establishments manufacturing Cannabis related products or processing Cannabis related products, shall pay a business operations tax equal to a minimum of 2% of annual gross receipts prior to January 1, 2022, and no more than 5% (at the discretion of City Council) beginning January 1, 2022. Payments are due quarterly on July 1, October 1, January 1, and April 1 each year.

**Section 6 [sic]: (5) Development/Operating Agreement.** Section 5.04.403 [sic] shall be added to the Marina Municipal Code and state the following: Prior to operating in the City and as a condition of issuance of a Use Permit each Cannabis facility shall enter into an annual development/operating agreement with the City setting forth the terms and conditions under which the Cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to payment of fees and other charges as mutually agreed, and such

other terms and conditions that will protect and promote the public health, safety and welfare.  
(5.76.020)

**Section 7 [sic]: (6) Fees.** Section 5.04.403 [sic] shall be added to the Marina Municipal Code and state the following: (÷)

5.76.030 1. Amend the City Fee Schedule to include "Cannabis Dispensary Application Use Permit Fee" of \$7,000.

2. Amend the City Fee Schedule to include "Non-Dispensary Cannabis Application Use Permit Fee" of \$3,000.

**Section 8 [sic]. (7) Approval by the Voters.** This Ordinance shall be submitted to the voters at an election to be held November 6, 2018 and shall not be effective until so approved.

**Section 9 [sic]. (8) Severability.**

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

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B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

**Section 10 [sic]. (9) Certification.** Upon the approval by the voters, the Deputy City Clerk shall certify the passage of this Ordinance; and within fifteen days the Deputy City Clerk shall cause it to be posted in the three (3) public places designated by 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 3<sup>rd</sup> day of July 2018 and was passed and adopted by the vote of the people of the City of Marina on November 6, 2018.

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**APPROVED BY THE FOLLOWING VOTE** of the people of the City of Marina on  
November 6, 2018.

**YES: 4,351**

**No: 2,130**

**AN ORDINANCE OF THE CITY OF MARINA ~~REPEALING TITLE 19~~  
~~(COMMERCIAL CANNABIS ACTIVITIES) AND CHAPTER 5.76 (CANNABUS~~  
~~RETAILER) OF TITLE 5~~ AMENDING PROVISIONS OF THE MARINA  
MUNICIPAL CODE ~~AND ADDING A NEW CHAPTER 5.80~~ RELATING TO TITLE  
~~5 OF THE MUNICIPAL CODE REGARDING REGULATION, PERMITTING AND~~  
TAXATION OF COMMERCIAL CANNABIS BUSINESS  
REGULATIONS BUSINESSES, ACTIVITIES AND LAND USES**

THE PEOPLE OF THE CITY OF MARINA DO ORDAIN AS FOLLOWS:

SECTION 1. Title 19 (Commercial Cannabis Activities) of the Marina Municipal Code is hereby repealed.

SECTION 2. Chapter 5.76 (Cannabis Retailer) of Title 5 (Business Taxes, Licenses and Regulation) of the Marina Municipal Code is hereby repealed.

SECTION 3. Chapter 5.80 (Commercial Cannabis Business Regulation) is hereby added to Title 5 (Business Taxes, Licenses and Regulation) of the Marina Municipal Code, to read as follows:

**Chapter 5.80: Commercial Cannabis Business Regulation.**

**5.80.010 Short Title**

This Chapter may be referenced as the “City of Marina Commercial Cannabis Business Ordinance of 2020.”

**5.80.020 Authority**

This Chapter is adopted pursuant to the authority granted to the City of Marina by its Charter and by Sections 5 and 7 of Article XI of the California Constitution.

**5.80.030 Interaction with State Law**

Nothing in this Chapter is intended to permit any activity that would otherwise be prohibited by state law, to excuse any ~~person~~Person from obtaining any license or permit that would otherwise be required by state law, or to override any requirement of state law that is stricter than a requirement contained herein. Any business that is regulated under this Chapter must fully comply with all requirements of both state law and this Chapter.

**5.80.040 Defined Terms**

All terms used in this Chapter shall have the same meanings as set forth in Medicinal and Adult Use Cannabis Regulation and Safety Act (Section 26000 *et seq.* of the California Business & Professions Code) except where explicitly defined in this Chapter to have

some other meaning, or where some other meaning is manifestly clear from the context of the use of the term.

## 5.80.050 Definitions

For purposes of this Chapter, the following terms shall have the following meanings:

- (a) "Adult Cannabis Dispensary" means a Commercial Cannabis Business engaged in the retail sale of cannabis or cannabis products to customers who are 21 years of age and older.
- (b) "Background Clearance" means a certificate issued by the Public Safety administrator, or his or her designee, indicating that a Person has satisfied a background investigation conducted pursuant to Section 5.80.210 of this Chapter.
- ~~(b)~~(c) "Commercial Cannabis Business" means any ~~person~~Person who engages in a Commercial Cannabis Activity, but does not include any natural person who both: (i) engages in such activity solely as the employee or agent of a Commercial Cannabis Business that is has been issued a permit pursuant to this Chapter and (ii) only engages in Commercial Cannabis Activities that are allowed under such permit and at locations that are allowed under such permit.
- (d) "Director of Community Development" means the Director of Community Development or his or her designee.
- ~~(e)~~(e) "Medical Cannabis Dispensary" means a Commercial Cannabis Business engaged in the retail sale of Medicinal Cannabis and Medicinal Cannabis Products solely for use pursuant to the Compassionate Use Act of 1996 (Section 11362.5 of the California Health and Safety Code) by a medicinal cannabis patient in California who possesses a physician's recommendation.
- ~~(d)~~(f) "Owner," with respect to a Commercial Cannabis Business means any Person who is the Commercial Cannabis Business or is a shareholder, partner, member, officer, or ~~person~~Person with an investment interest in the Commercial Cannabis Business. Where an Owner of a Commercial Cannabis Business is not a natural person, a licensed financial institution, or a publicly traded company, each shareholder, partner, member, officer, or ~~person~~Person with an investment interest in that Owner shall also be considered an Owner. Any Person who does not meet the above criteria may also be classified as an Owner of a Commercial Cannabis Business upon the request of the Commercial Cannabis Business and that Person.
- (g) "Permit" means the permit required by Section 5.80.080 of this Chapter, which is in addition to and separate from any conditional use permit or other permit that is also required by this Code.
- ~~(e)~~(h) "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

~~(f)~~(i) "Principal Owner" means a natural person who is an Owner of a Cannabis Business and who agrees to serve as the Principal Owner of the Cannabis Business for purposes of this Chapter.

~~(g)~~(j) "Public Safety Administrator" means the Chief of Police or his or her designee.

~~(h)~~(k) "Regulatory Administrator" means the City Manager or his or her designee.

#### **5.80.060 Commercial Cannabis Activities Prohibited**

Except as specifically authorized by this Chapter, all Commercial Cannabis Activities are prohibited in the City of Marina.

#### **5.80.070 Personal Cannabis Activities Unaffected**

This Chapter does not regulate activities that are permitted pursuant to Section 11362.1 of the California Health & Safety Code.

#### **5.80.080 Commercial Cannabis Business Permit Required**

No ~~person~~Person may engage in any Commercial Cannabis Activity within the City of Marina except as part of a Commercial Cannabis Business for which a ~~permit~~Permit has been obtained from the Regulatory Administrator pursuant to this Chapter.

#### **5.80.090 Number and Types of Permits**

- (a) ~~A permit issued under this chapter~~A Permit shall specify the Commercial Cannabis Activities that may be conducted by the Commercial Cannabis Business. Only the following types of Commercial Cannabis Businesses may be authorized: Medical Cannabis Dispensary, Adult Cannabis Dispensary, Delivery, Cultivation, Manufacturing, Testing Laboratory, Nursery, and Distribution.
- (b) There may be no more than three valid ~~permits~~Permits for the operation of Medical Cannabis Dispensaries in the City of Marina at any one time.
- (c) There may be no more than three valid permits for the operation of Adult Cannabis Dispensaries in the City of Marina at any one time.
- (d) There shall be no limit on the number of permits that may be issued for Cultivation, Manufacturing, Testing Laboratories, Nurseries or Distribution.
- (e) A ~~permit~~Permit for Delivery may be issued only to the holder of a ~~permit~~Permit for a Medical Cannabis Dispensary or an Adult Cannabis Dispensary and only for deliveries initiated from the Medical Cannabis Dispensary or Adult Cannabis Dispensary.
- (f) A ~~permit~~Permit shall only authorize the operation of a Commercial Cannabis Business at the specific location stated on the ~~permit~~Permit.
- (g) A single ~~permit~~Permit may authorize a single Commercial Cannabis Business to conduct multiple types of Commercial Cannabis Activities at a single location.
- (h) No application for a ~~permit~~Permit for Cultivation, Manufacturing, Testing Laboratory, Nursery or Distribution shall be accepted prior to July 1, 2021. The

purpose of this paragraph is to permit the City Council to adopt additional regulations, beyond those existing under state law, on such businesses.

#### **5.80.100 Permit**

The ~~permit issued pursuant to this Chapter~~Permit shall list the following information:

- (a) The name of the Commercial Cannabis Business.
- (b) The location (including unit number for a business located in a multi-unit complex) at which the Commercial Cannabis Business may be conducted.
- (c) The type(s) of ~~business-Commercial Cannabis Activity~~ that may be conducted.
- (d) The name of each Owner of the Commercial Cannabis Business.
- (e) The name of the Principal Owner of the Commercial Cannabis Business.
- (f) The name of the Operating Manager of the Commercial Cannabis Business.
- (g) The name of each Assistant Operating Manager (if any) of the Commercial Cannabis Business.
- (h) The expiration date for the ~~permit~~Permit.
- (i) Such other information as the Regulatory Administrator considers necessary or useful.

#### **5.80.110 Separate from Business License**

Nothing in this Chapter shall excuse any ~~person~~Person from obtaining a business license pursuant to Section 5.08.010 of this Code or complying with any otherwise applicable provision of this Code.

#### **5.80.120 Conditions for Issuance**

No ~~permit~~Permit shall be issued ~~pursuant to this Chapter~~ until each of the following conditions have been met:

- ~~(a) The Fire Chief and Director of Community Development (or their designees) have each~~The Public Safety Administrator has (i) approved a Safety and Security Plan for the Commercial Cannabis Business, (ii) conducted such inspections as he or she deems necessary prior to the commencement of business by the Commercial Cannabis Business, and (iii) certified to the Regulatory Administrator that the Commercial Cannabis Business has implemented all elements of the Safety and Security Plan.
- ~~(a)(b)~~(b) The Director of Community Development has certified to the Regulatory Administrator that the Commercial Cannabis Business has passed all inspections and obtained all necessary permits and certificates from ~~their respective departments~~the planning and building departments (including any use permit necessary pursuant to Title 17 of this Code) for the immediate commencement of the Commercial Cannabis Business at its location.

- ~~(b)(c)~~ The Public Safety Administrator has issued a ~~background clearance~~Background Clearance within the prior ninety days for each Owner of the Commercial Cannabis Business.
- ~~(c)~~ The Public Safety Administrator has issued a ~~background clearance~~Background Clearance within the prior ninety days for each Operating Manager and Assistant Operating Manager.
- ~~(d)~~ ~~The Public Safety Administrator has approved a Safety and Security Plan for the of the~~ Commercial Cannabis Business ~~and.~~
- ~~(d)(e)~~ The Fire Chief has certified to the Regulatory Administrator that ~~(i) the Commercial Cannabis Business has implemented all elements of the Safety and Security Plan~~passed an inspection for compliance with the requirements of the City of Marina Fire Code or (ii) no such inspection is necessary.
- ~~(e)(f)~~ The Commercial Cannabis Business has obtained a business license as required by this Code and paid any applicable business license tax.
- ~~(f)(g)~~ The Commercial Cannabis Business has obtained a seller's permit issued by the California Department of Tax & Fee Administration.
- ~~(g)(h)~~ The Commercial Cannabis Business has obtained permits from the Bureau of Cannabis Control for each Commercial Cannabis Activity ~~to be included~~listed on the license issued by the City Permit.
- ~~(h)(i)~~ The Commercial Cannabis Business has paid all fees and taxes due to the City in connection with the Commercial Cannabis Business.

#### **5.80.130 Term and Renewal**

The term of the ~~permit issued pursuant to this Chapter~~Permit shall be one year. The Regulatory Administrator shall not renew a ~~permit~~Permit until each of the following conditions have been met:

- (a) The Public Safety Administrator has issued a ~~background clearance~~Background Clearance for each Owner of the Commercial Cannabis Business no earlier than ninety days prior to the renewal date.
- (b) The Public Safety Administrator has issued a ~~background clearance~~Background Clearance for each Operating Manager and Assistant Operating Manager of the Commercial Cannabis Business no earlier than ninety days prior to the renewal date.
- (c) The Public Safety Administrator has approved a Safety and Security Plan for the Commercial Cannabis Business and has, no earlier than ninety days prior to the renewal, certified to the Regulatory Administrator that the Commercial Cannabis Business has implemented all elements of the Safety and Security Plan
- (d) The Commercial Cannabis Business has paid all fees and taxes due to the City in connection with the Commercial Cannabis Business.
- (e) If the Commercial Cannabis Business is a Medical Cannabis Dispensary or an Adult Cannabis Dispensary, the Commercial Cannabis Business has established, to the satisfaction of the Regulatory Administrator, that the business has been open to customers for at least six hours per day on no less than 80 of the 180 days prior to the renewal date. The Regulatory Administrator may waive this

requirement in the event that extenuating circumstances, such as a public health emergency, the destruction of the business premises, or enforcement or administrative proceedings by the City under this Code, made it impracticable for the Commercial Cannabis Business to be open to customers as would otherwise be required by this ~~Section~~paragraph.

(f) The Commercial Cannabis Business has a valid business license as required by this Code and has paid any applicable business license tax.

(g) The Commercial Cannabis Business has a valid seller's permit issued by the California Department of Tax & Fee Administration.

~~(h)~~(i) The Commercial Cannabis Business has a valid permit from the Bureau of Cannabis Control for each Commercial Cannabis Activity included for each Commercial Cannabis Activity listed on the ~~license issued by the City~~Permit.

#### **5.80.140 Change of Owner or Operating Manager**

The Regulatory Administrator may add or remove an Owner, Operating Manager, or Assistant Operating Manager to or from a ~~permit (or change the order of Assistant Operating Managers) issued pursuant to this Chapter~~Permit upon application of the Commercial Cannabis Business, but shall not add a ~~person~~Person to the ~~permit~~Permit unless the Public Safety Administrator has issued a ~~background clearance~~Background Clearance for that ~~person~~Person within the prior ninety days.

#### **5.80.150 Resignation of Operating Manager**

Upon being notified by an Operating Manager or Assistant Operating Manager that he or she no longer serves in that capacity with respect to a Commercial Cannabis Business, the Regulatory Administrator shall remove that ~~person's~~Person's name from the ~~permit issued pursuant to this Chapter to that~~Permit for the Commercial Cannabis Business.

#### **5.80.160 Addition of Commercial Cannabis Activity**

Upon application of a Commercial Cannabis Business, the Regulatory Administrator may add a Commercial Cannabis Activity to the ~~permit issued pursuant to this Chapter~~Permit for the Commercial Cannabis Business. However, he or she shall not do so unless all of the criteria set forth in Section 5.80.~~110~~120 of this Code have been met. If a Commercial Cannabis Activity is added to a ~~permit~~Permit, the expiration date for that ~~permit~~Permit (and all Commercial Cannabis Activities listed on the Permit) shall be one year from the date the activity is added. This Section should not be interpreted to excusing a Commercial Cannabis Business seeking to add a Commercial Cannabis Activity to its Permit from obtaining any use permit that would otherwise be required pursuant to Title 17 of this Code for any new or expanded use.

#### **5.80.170 Change of Location**

- (a) A ~~permit~~Permit issued to a Commercial Cannabis Business for operation at a location cannot be transferred to a new location. Operation at a new location requires an entirely new ~~permit~~Permit.
- (b) As part of an application to operate at a new location, a Medical Cannabis Dispensary or an Adult Cannabis Dispensary may commit to ceasing operations at ~~their~~the original location upon the issuance of a ~~permit~~Permit for the new location.

#### **5.80.180 Availability of Permits**

Solely for the purpose of any limits set forth in Section 5.80.090 of this Code upon the number of ~~permits~~Permits that may be valid at any one time:

- (a) A ~~permit~~Permit that has been voluntarily relinquished by a Commercial Cannabis Business shall be considered no longer valid as of the date of relinquishment.
- (b) A ~~permit~~Permit that has been revoked by the City or for which renewal has been denied by the City shall be considered no longer valid as of the date upon which the revocation or non-renewal became final and all avenues of appeal pursuant to this Code were exhausted.
- (c) A ~~permit~~Permit that has expired ~~and not been renewed~~ shall be considered no longer valid as of sixty days after its expiration- unless an application for renewal has been submitted
- (d) Where a Commercial Cannabis Business has applied for a ~~permit~~Permit for a new location and made a commitment to cease operations at its existing location pursuant to Section 5.80.170**(b)** of this ~~Code~~Chapter, the ~~permit~~Permit for operations at a new location shall be considered a continuation of the ~~permit~~Permit for operations at the existing location so long as:
  - (1) the Commercial Cannabis Business ceases all operations at its existing location within thirty days of the commencement of operations at the new location; and
  - (2) the Commercial Cannabis Business has established, to the satisfaction of the Regulatory Administrator, that the existing location had been open to customers for at least six hours per day on no less than 80 of the 180 days prior to the renewal date. The Regulatory Administrator may waive this requirement in the event that extenuating circumstances, such as a public health emergency, the destruction of the business premises, or enforcement or administrative proceedings by the City under this Code, made it impracticable for the Commercial Cannabis Business to be open to customers at the existing location for the requisite number of days.

#### **5.80.190 Pre-Applications**

With respect to any class of Commercial Cannabis Business for which Section 5.80.090 sets forth a limit on the number of valid permits that may be issued pursuant to this Section:

- (a) Any time the number of valid permits (counted as set forth in Section 5.80.180 of this Chapter) is less than the maximum number allowed, the Regulatory Administrator may designate a “lottery window” which shall be no less than one month in duration.
- (b) Prior to the commencement of the “lottery window” the Regulatory Administrator shall cause an announcement of the “lottery window” to be published in a newspaper of general circulation that is circulated in Marina and to be mailed to any ~~person~~Person who has, during the two years prior to the date on which such notification is published, filed with the Regulatory Administrator a request for mailed notification pursuant to this paragraph.
- (c) The Regulatory Administrator shall accept pre-applications only during the “lottery window”. Each pre-application must be submitted on behalf of a specific Person who wishes to receive a Permit to conduct a Commercial Cannabis Business in the City, and must designate a natural person who will serve as the Principal Owner of the Commercial Cannabis Business.
- (d) No Person may submit more than one pre-application during a lottery window for each type of Permit, nor can an individual be listed as Principal Owner on more than one pre-application submitted during a lottery window for each type of Permit.
- ~~(d)~~(e) Pre-applications shall be submitted on a form designed by the Regulatory Administrator. The Regulatory Administrator shall reject any pre-application that is not complete or does not comply with regulations issued by the Regulatory Administrator prior to the commencement of the “Lottery Window.”
- ~~(e)~~(f) Following the close of the “lottery window”, the Regulatory Administrator shall select at random one pre-application for each ~~permit~~Permit announced pursuant to paragraph (b) of this Section.
- (g) Before conducting the selection pursuant to paragraph (e) of this Section, the Regulatory Administrator may require that each Person applying for a Permit and each Person listed as a Principal Owner obtain a Background Clearance or some other, less comprehensive, background investigation as the Regulatory Administrator may instead require.
- (h) The Regulatory Administrator may invalidate a selection conducted pursuant to paragraph (e) of this section and call for a new lottery window requiring new applications, if he or she reasonably determines that the selected pre-application was submitted fraudulently or that the selected pre-applicant or Principal Owner appears is a “straw man” for a Person submitting a non-selected Pre-Application.
- ~~(f)~~(i) The Regulatory Administrator shall accept an application for a new ~~permit~~Permit pursuant to Section 5.80.200 (other than an application that includes a commitment to cease existing operations pursuant to 5.80.170) only from a ~~person~~Person who submitted a selected pre-application. Once a pre-application has been selected, that pre-application shall count as a “valid permit” for purposes of any limitation on the number of permits that may be issued pursuant to Section 5.80.090. The pre-application shall expire six months from its ~~extension~~selection. The expiration date may be extended by

the Regulatory Administrator for two- months, if (at the time of expiration or the expiration of an extension) the Regulatory Administrator determines that an application has been submitted and is being processed by the City.

- (j) The City Council may, by resolution, establish an pre-application fee which must be paid at the time a pre-application is submitted to the Regulatory Administrator and may require that each pre-application be accompanied by a deposit against fees that can be expected to be incurred by the pre-applicant in connection with the application process if the pre-applicant is selected.

### **5.80.200 Application**

An application for a new ~~permit pursuant to this Chapter~~Permit, for the renewal of a ~~permit~~Permit, for a change of Owner, Principal Owner, Operating Manager or Assistant Operating Manager, for the addition of a Commercial Cannabis Activity to a ~~permit~~Permit, or for the relinquishment of a ~~permit~~Permit shall be submitted on the form provided for such purpose by the Regulatory Administrator and shall include such information as may be reasonably requested by the Regulatory Administrator. The City Council may, by resolution, establish an application fee which must be paid at the time such application is submitted to the Regulatory Administrator.

### **5.80.210 Background Clearance**

The Public Safety Administrator shall cause a background investigation of any Person upon the request of such Person. Such investigation shall include, a LiveScan background check and such other investigations as the Public Safety Administrator deems necessary. The Public Safety Administrator may establish a procedure for conducting such investigation and may establish criteria for issuing a ~~background clearance~~Background Clearance for purposes of this Chapter. A request for a background investigation shall be made on the form designed by the Public Safety Administrator. The ~~person~~Person making such request shall provide the Public Safety Administrator with any information or documents that he or she may reasonably request. The City Council may, by Resolution, establish a fee for a background investigation or clearance.

In addition to any criteria he or she may establish, the Public Safety Administrator shall not issue a background clearance to any Person who the Public Safety Administrator determines:

- (a) Has ever been convicted of (i) a violent felony as defined by California Penal Code 667.5, (ii) any violation of California Penal Code Sections 243 through 247, except for subdivision (a) of Section 243, or (iii) an equivalent offense in another state;
- (b) Has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, and embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or

- (c) Has ever been convicted of the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, other than cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996; or
- (d) Has, unless for a reason deemed by the Public Safety Administrator to be immaterial, ever had any permit to operate a cannabis business revoked by any jurisdiction or had any professional or business license revoked by any jurisdiction; or
- (e) Has failed, if not a natural person, to fully disclose the identities of all of its owners in any application to the City or upon request of the Public Safety Administrator or the Regulatory Administrator.
- (f) Has made a material misstatement of fact, other than a misstatement that the Public Safety Administrator determines was a reasonable and inadvertent error, on any application to the City, in any proceeding before the City Council or Planning Commission, or to the Public Safety Administrator or the Regulatory Administrator or their staffs.

#### **5.80.220 Safety and Security Plan**

No Commercial Cannabis Business may be issued a ~~permit pursuant to this Chapter~~Permit, or have a ~~permit~~Permit renewed, without a Safety and Security Plan that has been approved by the Public Safety Administrator. The Public Safety Administrator may establish elements that must be included in the Safety and Security Plan, and may require that such Plan include business procedures, employee screening procedures, inventory and recordkeeping procedures, cameras and physical security improvements, floorplans, security system schematics, and limitations on operations, that, in his or her reasonable opinion, are necessary to (i) deter and prevent unauthorized entrance into areas containing cannabis or cannabis products, (ii) deter and prevent the theft of cannabis or cannabis products and (iii) ensure compliance with applicable law and legal conditions imposed by the City. The City Council may establish fees for the submission or approval of a public safety plan, for the certification by the Public Safety Administrator of compliance with a Safety and Security Plan, or for compliance inspections conducted in connection with applications or renewals for permits issued pursuant to this Section. It shall be a violation of this Code for any Commercial Cannabis Business or person employed by a Commercial Cannabis Business to fail to comply with a provision of the approved Safety and Security Plan.

Except as may be reasonably waived by the Public Safety Administrator, the Safety and Security Plan shall require, at a minimum, all of the following:

- (1) Alarm systems (perimeter, fire, and panic buttons) that are professionally installed, maintained, and remotely monitored at all times by a security company licensed by the State of California Bureau of Security and Investigative Services.

- (2) Perimeter lighting systems (including motion sensors) for after-hours security.
- (3) A requirement that individuals leave the premises if they are not engaging in an activity directly related to the permitted operations of the business.
- (6) The creation of one or more limited access areas accessible only to individuals specifically authorized by the business to handle cannabis and cannabis products.
- (7) The storage of all cannabis and cannabis products, except for live plants at a cultivation or nursery operation, in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.
- (8) 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. Remote live access to the video footage from the cameras shall be available to the Public Safety Administrator. Video recordings shall be maintained for a minimum of 90 days and shall be made available to the Public Safety Administrator upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business and shall be capable of enlargement via projection or other means.
- (9) Sensors that detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (10) Panic buttons with direct notification to the Marina Police Department dispatch and shall be configured to immediately alert dispatch for the Marina Police Department.

- (13) A requirement that licensed security personnel shall be on-site during any hours when any person is allowed on-premises.
- (14) Security equipment that remains operative during a power outage and ensures that access doors are not released during a power outage.
- (15) A requirement that entrance areas be locked at all times and under the control of a designated responsible party that is either; (a) an owner, agent or employee of the business or (b) a licensed security professional.
- (16) An accounting software system to provide point of sale data as well as audit trails or both product and cash, where applicable.
- (19) A plan for compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.
- (20) Network security protocols that are certified by Underwriters Laboratories.
- (21) A requirement that exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- (22) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

#### 5.80.230 Finances

- (a) A Commercial Cannabis Business may only operate at a location, occupy a structure, or use personal or real property of any kind, if that location, structure, or property is owned by the Commercial Cannabis Business or an Owner of the Commercial Cannabis Business.
- (b) Notwithstanding ~~the foregoing paragraph (a) of this Section~~, a Commercial Cannabis Business (or Owner thereof) may lease property of any kind in from a third party in connection with the Commercial Cannabis Business, so long as (i) the lease does not exceed fair market value and for a lease to a Commercial Cannabis Business and (ii) the payments due to under the lease are stated as a fixed monthly or annual amount or are based on a formula that does not take into account the sales or profits of the Commercial Cannabis Business.
- (c) No Commercial Cannabis Business, or Owner thereof, shall enter into any contract with any ~~unrelated party~~ party other than an Owner, employee or agent of the Commercial Cannabis Business that in any way varies the obligations under the

contract based on the gross receipts or profits of the Commercial Cannabis Business.

- (d) A Commercial Cannabis Business (or Owner thereof) may enter into a lease or agreement that would otherwise be prohibited by paragraphs (b) or (c) of this Section if both (i) all counterparties to the lease or agreement are treated as Owners of the Commercial Cannabis Business ~~and (ii) on the Permit for the Commercial Cannabis Business and (ii) a copy of~~ the lease or agreement is provided to the Public Safety Administrator.

#### 5.80.240 Compensation

No employee or agent of a Commercial Cannabis Business may be compensated based on the gross receipts or profits of the Commercial Cannabis Business, and no employee or agent may be compensated on any basis other than an hourly wage or fixed monthly salary, unless that employee or agent has obtained ~~background clearance~~ Background Clearance pursuant to this Chapter. For purposes of this Section, a ~~background clearance~~ Background Clearance shall be good for two years from the date of its issuance.

#### 5.80.250 Employee ~~Background~~ LiveScan Checks

- (a) No Commercial Cannabis Business shall use the services of an employee or agent ~~without conducting a criminal background check on the unless that~~ employee or agent has, within the prior to the use of their services and at least annually thereafter. No Commercial Cannabis Business 365 days, either (i) obtained a Background Clearance or (ii) obtained LiveScan clearance from the Public Safety Administrator.
- (b) The Public Safety Administrator shall ~~use the service of not grant LiveScan clearance to any employee or agent individual if the a LiveScan background check discloses indicates~~ that the individual has been convicted of a crime that would preclude the issuance of a ~~background clearance~~ Background Clearance pursuant to this Chapter. ~~The Commercial Cannabis Business shall retain copies of each criminal background check for at least five years. A Commercial Cannabis Business must immediately provide the Public Safety Administrator with a list of all employees and agents (including employees and agents who have ceased their relationship with the Commercial Cannabis Business within the prior two years) within 48 hours of a request from the Public Safety Administrator. Such list must include the name, home address, contact information, and driver's license or state issued id number for the employee or agent. The Public Safety Administrator may establish reasonable standards for criminal background checks conducted pursuant to this Section. The Public Safety Administrator may require that a employee or agent of a Commercial Cannabis Business apply for a background clearance pursuant to this Chapter. No person~~
- (c) No Person who has applied for and been denied ~~background clearance may continue to~~ Background Clearance may serve as an employee or agent of a Commercial Cannabis Business unless ~~background clearance~~ Background Clearance is subsequently issued.

(d) The Public Safety Administrator may revoke a LiveScan clearance if he or she at any time determines that the subject of the clearance has been convicted of a crime that would preclude the issuance of Background Clearance pursuant to this Chapter.

(e) The City Council may, by Resolution, establish a fee for LiveScan clearance.

#### **5.80.260      Restriction On-Premises Consumption and Sale of Alcohol and Tobacco.**

No ~~person~~Person shall sell or dispense or consume alcoholic beverages or tobacco products on the premises of a Commercial Cannabis Business. No ~~person~~Person shall consume cannabis or cannabis products on the premises of any ~~commercial cannabis business~~Commercial Cannabis Business.

#### **5.80.270      Minors**

- (a) Persons under the age of 21 years shall not be allowed on the premises of a Commercial Cannabis Business
- (b) Notwithstanding Paragraph (a) of this Section, a person aged 18 to 20 years may enter the premises of a Medical Cannabis Dispensary solely for the purpose of obtaining cannabis or cannabis products pursuant to a physician's recommendation.
- (c) A sign at the entrance to the Commercial Cannabis Business shall clearly state, in a form and font acceptable to the Public Safety Administrator, the rule set forth in this Section as applicable to the Commercial Cannabis Business.

#### **5.80.280      Operating Manager**

- (a) The Operating Manager of a Commercial Cannabis Business must be an owner or full-time employee of the Commercial Cannabis Business ~~and must be on-site at least 40 hours a week, excluding reasonable vacations and leaves not to exceed 7 consecutive days.~~
- ~~(b) An Assistant Operating Manager may serve as Operating Manager when the position of Operating Manager is vacant or when the Operating Manager is on leave. The Commercial Cannabis Business must notify the Public Safety Administrator when an Assistant Operating Manager is serving as Operating Manager, and during such period that Assistant Operating Manager must be on-site at least 32 hours each week.~~
- ~~(c) The Commercial Cannabis Business must provide the Public Safety Administrator with a 24-hour contact number for the Operating Manager or any Assistant Operating Manager who is serving as Operating Manager.~~

~~(d)~~(b) No Commercial Cannabis Business may operate at any time unless an Operating Manager or Assistant Operating Manager or Owner who has been listed on the ~~permit~~Permit is on the premises.

~~(c) No~~The Commercial Cannabis Business ~~may operate at any time unless it has~~must provide the Public Safety Administrator and the Fire Department with a designated 24-hour contact number for the Operating Manager and at least one Assistant Operating Manager.

~~(e)~~(d) If the Operating Manager of a Commercial Cannabis Business ceases employment or has~~takes~~a vacation or leave of absence of more than 10 consecutive days, the Commercial Cannabis Business must designate an Assistant Operating Manager who is serving~~or Owner to serve~~as Operating Manager pursuant to Paragraph (b) of during this Section~~period and must notify the Public Safety Administrator and the Fire Department of such designation and of the 24-hour contact number for the designated individual.~~

~~(f)~~(e) All Operating Managers and Assistant Operating Managers must be authorized by the Commercial Cannabis Business to report any violation of law to the Marina Police Department, to call the Marina Police Department for assistance, and to close the business to customers during any period when the Commercial Cannabis Business cannot operate in compliance with law or with the Safety and Security Plan.

#### **5.80.290 Reporting**

A Commercial Cannabis Business shall notify the Marina Police Department within twenty-four hours after discovering any of the following:

- ~~1.—(a)~~ Significant discrepancies in inventory;
- ~~2.—(b)~~ Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary;
- ~~3.—(c)~~ The loss or unauthorized alteration of records; or
- ~~4.—(d)~~ Any breach in security.

#### **5.80.300 Violation**

Violations of ~~(i)~~ the requirements of the Chapter or of any ~~permit issued pursuant to this Chapter~~Permit, or ~~of (ii)~~ any requirement of the Medicinal and Adult Use Cannabis Regulation and Safety Act or any regulation issued thereunder, constitute violation of this Code that are subject to the provisions of Chapter 1.08 of this Code. Additionally, any such violations may constitute a public nuisance that may be remedied pursuant to Chapter 17.60 of this Code.

#### **5.80.310 State License**

Any Commercial Cannabis Business that forfeits a permit issued to it pursuant to the Medicinal and Adult Use Cannabis Regulation and Safety Act or has such permit revoked must immediately cease all activities in the City of Marina for which that permit is required and must report such forfeiture or revocation to the Regulatory Administrator and the Public Safety Administrator. The Regulatory Administrator may revoke any ~~license~~Permit issued pursuant to this Chapter for a Commercial Cannabis Activity that the Commercial Cannabis Business is no longer entitled to engage in pursuant to the Medicinal and Adult Use Cannabis Regulation and Safety Act.

#### **5.80.320      Appeal**

Any applicant or Commercial Cannabis Business may, within 10 days of the date of a decision, appeal to the City Manager any final decision of the Public Safety Administrator or the Regulatory Administrator pursuant to this Chapter with regard to the final denial or revocation of any permit, renewal, certification, clearance or approval applied for or held by the applicant or business. The City Manager may promulgate procedures for the consideration of any such appeal. Any decision of the City Manager shall be final.

#### **5.80.330      Administrative Interpretations**

The Public Safety Administrator and the Regulatory Administrator may issue such administrative interpretations of this Chapter as they find appropriate.

#### **5.80.340      TaxFees**

~~Any~~The City Council may, by resolution, adopt a fee for any application, permit, certificate, clearance, investigation, inspection, audit, appeal or other staff action or service provided pursuant to this Chapter.

#### **5.80.350      Tax**

- (a) Each Commercial Cannabis Business shall pay a tax of ~~5%~~5% of gross receipts ~~in lieu of~~in addition to the tax that would normally be required by Section 5.08.010 of this Code. For purposes of this Section, taxable gross receipts shall include gross receipts attributable to any business conducted by the Commercial Cannabis Business or on ~~the~~its premises.
- (b) Except where clearly inapplicable, such tax shall be administered in the same manner (and subject to the same provisions of this Code) as the business license tax ~~that would normally be~~ required by Section 5.08.010, except that ~~it~~the tax shall be collected and administered by the Regulatory Administrator.
- (c) The tax shall be collected quarterly and due and payable on the first day of each calendar quarter.
- ~~(b)~~(d) The Regulatory Administrator may issue administrative interpretations of this requirement, may require that tax payments be made on a more frequent schedule than would be required of the business license tax, quarterly or on a different schedule than set forth in this Section, may set the may require that a deposit be made against any taxes that will be due in arrears, and may delegate

his or duties under this Section to an employee of another City department with the consent of the City Manager.

~~(e)~~(e) All taxes collected pursuant to this Section shall be deposited in the general fund of the City and available for any lawful municipal purpose

~~(f) The City Council may, by resolution, establish fees for audits of tax returns submitted pursuant to this Section.~~

## **5.80.350360 Inspection of Records and Premises**

Any Commercial Cannabis Business must allow the inspection of its records and premises at any time as requested by the Public Safety Administrator and/or the Regulatory Administrator.

### **5.80.360 Zoning**

Each of the

~~(a) SECTION 4. Chapter 17.47 (Commercial Cannabis Activities set forth in Section 5.80.090(a) of this Code shall be treated as a separate use for purposes of Title 17 of this Code.~~

~~(b) Medical Cannabis Dispensaries and Adult Cannabis Dispensaries shall be permitted uses in the following zones and shall otherwise be prohibited:~~

~~(c) [REDACTED] shall be conditional uses in the following zones and shall otherwise be prohibited:~~

~~(d) All other Commercial Cannabis Activities that are permitted under this Chapter shall be conditional uses in the following zones and shall otherwise be prohibited:~~

~~(e) Except as otherwise set forth in this Chapter or where a requirement of Uses) is added to Title 17 of this Code would be clearly incompatible with specific state or local restrictions applicable to a Commercial Cannabis Activity, Medical Cannabis Dispensaries and Adult Cannabis Dispensaries shall be subject (Zoning) of the Marina Municipal Code, to the provisions of Title 17 applicable to retail uses of similar square footage and all other Commercial Cannabis Activities shall be subject to the provisions of Title 17 applicable to the most similar non-cannabis use described in Title 17."read as follows:~~

### **Chapter 17.47: Commercial Cannabis Uses.**

#### **17.47.010 Criteria Applicable to All Commercial Cannabis Uses.**

In addition to any other requirement of this Chapter, and to the generally applicable standards of this Title for the issuance of conditional use permits and for development in the zone in which the use will be located, no use permit for a commercial cannabis land use shall be issued unless:

(a) The site is no closer than 600 feet to any child day care center (as defined by Section 17.04.211 of this Code), school serving students in grades K-12, public recreation center or public park. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure (or portion of building or structure) occupied or to be occupied by the Commercial Cannabis Business to the nearest property line of those uses described in this Subsection.

(b) The use, as conditioned, will not generate offensive noise or odors.

#### **17.47.020 Criteria Applicable to Retail Commercial Cannabis Uses**

In addition to any other requirement of this Chapter, and to the generally applicable standards of this Title for the issuance of conditional use permits and for development in the zone in which the use will be located, no use permit for a retail commercial cannabis land use shall be issued unless:

(a) The site is no closer than 1,000 feet to any other retail commercial cannabis land use. All distances shall be measured in a straight line, without regard to intervening structures, from the nearest point of the building or structure (or portion of building or structure) occupied or to be occupied by each Commercial Cannabis Business.

(b) If the use, as conditioned, allows a delivery component, adequate off-street loading areas are provided for all loading and standing of delivery vehicles.

#### **17.47.030 Signage and Display of Cannabis Products**

With respect to all cannabis land uses:

(a) No graphics depicting cannabis or cannabis products shall be painted, attached, or otherwise affixed to the exterior of any building and no such graphic shall be included on any exterior sign.

(b) No graphics depicting cannabis or cannabis products shall be displayed in a manner than is visible from outside of the property, or is visible from any location, such as a common parking area or walkway, that is shared by multiple businesses.

(c) No cannabis or cannabis products shall be displayed or handled in a manner than is visible from outside of the property, or is visible from any location, such as a common parking area or walkway, that is shared by multiple businesses.

#### **17.47.040 Interaction with Chapter 5.80**

No application shall be accepted:

(a) For a use permit that includes one or more types of commercial cannabis activities to which Section 5.80.190 of this Code applies, unless the use that is proposed to be operated by a person who is either (i) the holder of an unexpired cannabis business permit preapplication that has been selected pursuant to Section 5.80.190(i) for each such activity or (ii) the holder of an existing cannabis

business permit for each such activity who has made a commitment to cease operations at their existing site pursuant to Section 5.80.170. Each such person may have only one active use permit application for each qualifying cannabis business permit preapplication or qualifying cannabis business permit.

(b) While such prohibition is in effect, for a use permit that includes any commercial cannabis activity for which the City is prohibited from issuing a commercial cannabis permit by Section 5.80.090(h) of this Code.

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SECTION 5. Section 17.06.020 of the Marina Municipal Code is hereby amended so that Subdivisions A and B of that Section read as follows, and all other subdivisions remain unchanged:

A. No dancehall, roadhouse, nightclub, commercial club, establishment or business where alcoholic beverages are served or sold for off-sale consumption, commercial place of amusement or recreation, including but not limited to an amusement center or arcade, or place where entertainers are provided whether as social companions or otherwise, shall be established in any zoning district in the city unless a use permit is first secured in each case.

B. A finding of public convenience or necessity is required for an establishment or business where alcoholic beverages are served or sold for on- and/or off-sale consumption within an area of undue concentration. Such finding shall require that selling of alcohol for on- and/or off-sale consumption at the subject establishment of business:  
1. Will not constitute a public nuisance; 2. Will not occur within five hundred feet of a park or school or place of public assembly; 3. Will not contribute to law enforcement problems associated with an undue concentration of on- and/or off-sale licenses in the vicinity of the subject business or establishment.

SECTION 6.

~~SECTION 4.~~ Any provision of Chapter 5.80 Any provision of this Ordinance or of the ordinance adopted by the voters of the City of Marina at the November 6, 2018 election as Measure V may be amended by Ordinance of the City Council, except that the rate of the tax imposed by Section 5.80.340350 may not be increased above        % of gross receipts without a vote of the electorate/voter approval.

SECTION 57. It is the intent of the People of the City of Marina that the City Council shall set fees pursuant to the authority of the Ordinance in an amount that will fully fund all costs associated with the regulation of Commercial Cannabis Businesses. The City Council is authorized to set, by resolution, any such fee. Any fee set by initiative or by Council action prior to the effective date of this Ordinance shall continue in effect until specifically repealed, increased, or decreased by resolution of the City Council.

SECTION 6-8. It is the intent of the People of the City of Marina that the provisions of Section 17.47.010(a) of the Municipal Code shall apply within the City in lieu of the requirements of Section 26054 of the California Business & Professions Code.

## SECTION 9.

- (a) Any commercial cannabis permit issued pursuant to any code section repealed Title 19 of the Municipal Code prior to the repeal of that Title by this Ordinance shall be treated as a valid permit issued pursuant to this Ordinance and may be renewed pursuant to this Ordinance. Any conditions, requirements and limitations set forth on such permit shall remain in effect during the term of the permit and during any renewal term.
- (b) Any application for a permit that was submitted prior to the effective date of this Ordinance will be processed under the laws existing laws at the time of application.
- (c) Notwithstanding subdivision (b), an applicant for a non-retail commercial cannabis permit may request that such permit be processed pursuant to this Ordinance instead of pursuant to the prior law.

SECTION 10. It is the intent of the People of the City of Marina that the tax imposed by this ordinance shall be considered a continuation of the existing tax on cannabis businesses, and that the prior tax shall cease application only upon the effectiveness of the tax imposed by this Section. The People would not have repealed the existing tax with respect to any person if the tax adopted pursuant to this Ordinance were invalid with respect to that person.

It is not the intent of this Ordinance to cause the tax against any person to increase above the rates that were authorized for City Council adoption in the the ordinance adopted by the voters of the City of Marina at the November 6, 2018 election as Measure V. In the event that any person would be charged under this Ordinance a tax in excess of such authorized rate, the tax applied to that person will be reduced to the maximum amount that could be levied without additional voter approval.

## SECTION 11

~~SECTION 7.~~ If any word, phrase, sentence, part, section, subsection, or other portion of this Ordinance, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this title, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The People hereby declares that they would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

Certified as adopted by the People of the City of Marina at the Municipal General Election held on November 3, 2020.

Bruce C. Delgado, Mayor

ATTEST:

Anita Shepherd-Sharp, Deputy City Clerk

Date:

DRAFT

**RESOLUTION NO. 2020-**

**A RESOLUTION FROM THE MARINA PLANNING COMMISSION  
RECOMMENDING THE CITY COUNCIL CONSIDER AN ORDINANCE  
AMENDING PROVISIONS OF THE MUNICIPAL CODE RELATING TO  
THE REGULATION, PERMITTING AND TAXATION OF COMMERCIAL  
CANNABIS BUSINESSES, ACTIVITIES AND LAND USES FOR  
SUBMISSION TO THE ELECTORATE AT THE NOVEMBER 3, 2020,  
GENERAL MUNICIPAL ELECTION, WHICH WOULD REPEAL TITLE 19  
COMMERCIAL CANNABIS ACTIVITIES, REPEAL CHAPTER 5.76  
CANNABIS RETAILER, ADD CHAPTER 5.80 COMMERCIAL CANNABIS  
BUSINESS REGULATIONS AND ADD CHAPTER 17.47 COMMERCIAL  
CANNABIS USES**

WHEREAS, on November 6, 2018, with 4,351 votes in favor of the Ordinance and 2,130 votes against, the voters in the City of Marina's General Municipal Election approved an Ordinance of The People of the City of Marina allowing Cannabis Business Activity and Establish Taxes and Fees for such Businesses within the City Of Marina, Amending Title and Chapter establishing Cannabis Business Activities as a Use allowed subject to a Use Permit in Specified Zones and Establishing Uses to Protect Public Health, Safety & Welfare; and,

WHEREAS, the ordinance took effect on April 1, 2019, following which the City opened an application process and accepted twelve (12) Cannabis Dispensary applications; and,

WHEREAS, once implemented, it was discovered that the voter-approved commercial cannabis ordinance was cumbersome to administer. The ordinance limited the number of retail cannabis permits that could be issued by the City but allowed an unlimited number of applicants for such permits to work their way through the full process of applications and reviews, even though not all would receive permits even if they met all basic qualifications. The scoring criteria written into the ordinance resulted in many applicants having essentially identical scores, and the ordinance required that issues be decided multiple times for each applicant by staff, consultants, the Planning Commission, and the City Council. The ordinance was duplicative of state rules regarding issues like operating hours, and in some cases state regulations were subsequently amended to be more restrictive than the City ordinance. Because the ordinance was adopted by the voters and could not be amended by the City Council, these problems could not be fully addressed without a new ballot measure; and,

WHEREAS, the City Council has directed staff to prepare and submit a revised City of Marina Commercial Cannabis Activities Ordinance that can be considered and, if recommended by the Planning Commission and approved by the City Council, submitted to the County of Monterey Elections Department for inclusion on the November 3, 2020 general election ballot; and,

WHEREAS, at a regular meeting on July 9, 2020 the Planning Commission opened a public hearing, took testimony from the public and considered an ordinance amending provisions of the municipal code relating to the regulation, permitting and taxation of commercial cannabis businesses; and,

WHEREAS, The City of Marina Planning Division determined that the submission to the voters of a Council-sponsored initiative at the November 3, 2020, General Municipal Election to an ordinance amending provisions of the municipal code relating to the regulation, permitting and taxation of commercial cannabis businesses, activities and land uses is exempt from the California Environmental

Quality Act (CEQA) Guidelines (Article 19, §15060 and §15378) as this action is not considered a “project” under CEQA Guidelines.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that the City Council adopt an ordinance amending provisions of the municipal code relating to the regulation, permitting and taxation of commercial cannabis businesses, activities and land uses, subject to amending Section 17.47.010 (a), to restore the 600-foot buffer to any child day care center, school serving students in grades K-12, public recreation center or public park. Said amendment of the Municipal Code is specifically conditioned upon the City Council, placing the matter on the ballot for the November 3, 2020 General Municipal Election as a Council-sponsored initiative and approval of the ballot measure by the voters; and,

BE IT FURTHER RESOLVED by the Planning Commission of the City of Marina that it hereby recommends that the City Council consider funding a youth education program to educate the youth of the community as to the dangers of using cannabis products.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 9th day of July 2020, by the following vote:

AYES, COMMISSIONERS:

NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS:

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David Burnett, Chair

ATTEST:

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Christy Hopper  
Planning Services Manager  
City of Marina

## *Continued from July 21, 2020*

Date: July 17, 2020

Item No: **11a**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 5, 2020

### **CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-, SUPPORT PROPOSITION 15, SCHOOLS AND LOCAL COMMUNITIES FUNDING ACT OF 2020**

**REQUEST:** That the City Council consider:

1. Adopting Resolution No. 2020-, supporting Proposition 15, Schools and Local Communities Funding Act of 2020.

### **BACKGROUND:**

At the July 7, 2020 City Council meeting, Councilmember Urrutia asked the City Council to support Proposition 15, Schools and Local Communities Funding Act of 2020. The act would remove the current assessment process for certain large commercial and industrial properties and begin assessing the properties for tax purposes at full cash value beginning in FY 22/23. If passed, Marina is expected to receive an additional \$2 million a year in tax revenues.

The other Councilmembers asked to receive more information about the measure. After reviewing the information, they would then like to consider supporting the measure.

### **ANALYSIS:**

The proposition has now been numbered by the Secretary of State which provides the following information on their website:

#### **Proposition 15**

**1870. (19-0008A1)**

**INCREASES FUNDING FOR PUBLIC SCHOOLS, COMMUNITY COLLEGES, AND LOCAL GOVERNMENT SERVICES BY CHANGING TAX ASSESSMENT OF COMMERCIAL AND INDUSTRIAL PROPERTY. INITIATIVE CONSTITUTIONAL AMENDMENT.**

Increases funding for K-12 public schools, community colleges, and local governments by requiring that commercial and industrial real property be taxed based on current market value. Exempts from this change: residential properties; agricultural properties; and owners of commercial and industrial properties with combined value of \$3 million or less. Increased education funding will supplement existing school funding guarantees. Exempts small businesses from personal property tax; for other businesses, exempts \$500,000 worth of personal property. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Net increase in annual property tax revenues of \$7.5 billion to \$12 billion in most years, depending on the strength of real estate markets. After backfilling state income tax losses related to the measure and paying for county administrative costs, the remaining \$6.5 billion to \$11.5 billion would be allocated to schools (40 percent) and other local governments (60 percent).** ([19-0008](#).)

Source: <https://www.sos.ca.gov/elections/ballot-measures/qualified-ballot-measures/>  
Ballotpedia provides the following information about the measure:

### **What would this initiative change about how properties are taxed in California?**

The ballot initiative would amend the [California State Constitution](#) to require commercial and industrial properties, except those zoned as commercial agriculture, to be taxed based on their market value. In California, the proposal to assess taxes on commercial and industrial properties at market value, while continuing to assess taxes on residential properties based on the purchase price, is known as *split roll*. The change from the purchase price to market value would be phased-in beginning in fiscal year 2022-2023. Properties, such as retail centers, whose occupants are 50 percent or more [small businesses](#) would be taxed based on market value beginning in fiscal year 2025-2026 (or at a later date that the legislature decides on).

The ballot initiative would make an exception for properties whose business owners have \$3.00 million or less in holdings in California; these properties would continue to be taxed based on their purchase price. The ballot initiative would exempt a small business's [tangible personal property](#) from taxes and \$500,000 in value for a non-small business's tangible personal property.<sup>[1]</sup>

The state fiscal analyst estimated that, upon full implementation, the ballot initiative would generate between \$8 billion and \$12.5 billion in revenue per year.<sup>[2]</sup>

### **Where did the current tax assessment formula, based on purchase price, come from?**

In 1978, Californians approved [Proposition 13](#), which required that residential, commercial, and industrial properties are taxed based on their purchase price. The tax is limited to no more than 1 percent of the purchase price (at the time of purchase), with an annual adjustment equal to the rate of inflation or 2 percent, whichever is lower. According to the state Legislative Analyst's Office, market values in California tend to increase faster than 2 percent per year, meaning the taxable value of commercial and industrial properties is often lower than the market value.<sup>[2]</sup>

### **How would revenue from the change in taxation be distributed?**

The ballot initiative would create a process in the state constitution for distributing revenue from the revised tax on commercial and industrial properties. The ballot initiative would distribute the revenue to specific areas, rather than the General Fund. First, the revenue would be distributed to (a) the state to supplement decreases in revenue from the state's personal income tax and corporation tax due to increased tax deductions and (b) counties to cover the costs of implementing the measure. Second, 60 percent of the remaining funds would be distributed to local governments and special districts, and 40 percent would be distributed to school districts and community colleges (via a new Local School and Community College Property Tax Fund). Revenue appropriated for education would be divided as follows: 11% for community colleges and 89% for public schools, charter schools, and county education offices. There would also be a requirement that schools and colleges receive an annual minimum of \$100 (adjusted each year) per full-time student.

### **Ballot title**

The official ballot title is as follows:<sup>[3]</sup>

“ Increases Funding for Public Schools, Community Colleges, and Local Government Services by Changing Tax Assessment of Commercial and Industrial Property. Initiative Constitutional Amendment.<sup>[4]</sup> ”

### **Petition summary**

The summary provided for inclusion on signature petition sheets is as follows:<sup>[3]</sup>

“ Increases funding for K-12 public schools, community colleges, and local governments by requiring that commercial and industrial real property be taxed based on current market ”

value. Exempts from this change: residential properties; agricultural properties; and owners of commercial and industrial properties with combined value of \$3 million or less. Increased education funding will supplement existing school funding guarantees. Exempts small businesses from personal property tax; for other businesses, exempts \$500,000 worth of personal property.<sup>[4]</sup>

### **Fiscal impact statement**

The fiscal impact statement is as follows:<sup>[3]</sup>

“ Net increase in annual property tax revenues of \$7.5 billion to \$12 billion in most years, depending on the strength of real estate markets. After backfilling state income tax losses related to the measure and paying for county administrative costs, the remaining \$6.5 billion to \$11.5 billion would be allocated to schools (40 percent) and other local governments (60 percent).<sup>[4]</sup> ”

Source:

[https://ballotpedia.org/California\\_Proposition\\_15,\\_Tax\\_on\\_Commercial\\_and\\_Industrial\\_Properties\\_for\\_Education\\_and\\_Local\\_Government\\_Funding\\_Initiative\\_\(2020\)](https://ballotpedia.org/California_Proposition_15,_Tax_on_Commercial_and_Industrial_Properties_for_Education_and_Local_Government_Funding_Initiative_(2020))

The measure specifically leaves residential dwellings, including large apartment complexes, outside the change to the property tax valuation change. The measure also allows commercial and industrial properties valued at less than \$3 million to not be reassessed. Finally, \$500,000 in personal business property, such as inventory, is exempted from taxation.

### **FISCAL IMPACT:**

Marina’s estimated increase in property tax revenues is \$2.2 million.

### **CONCLUSION:**

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

Respectfully submitted,

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Eric Frost  
Finance Director  
City of Marina

### **REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

### **SOURCE OF FUNDING:**

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
SUPPORTING PROPOSITION 15,  
SCHOOLS AND LOCAL COMMUNITIES FUNDING ACT OF 2020

Whereas, for the last four decades, cities and counties in California have experienced underinvestment and devastating cuts to critical services and infrastructure that residents rely on;

Whereas, the lack of adequate local funding is the result of an inequitable tax system in which corporations and wealthy investors do not pay their fair share in property taxes;

Whereas, loopholes in California's property tax system allow a fraction of major commercial and industrial properties to avoid regular reassessment and use shady schemes to hide change in ownership;

Whereas, these loopholes and tax schemes result in millions of dollars going to corporations and wealthy investors rather than to local communities for essential services;

Whereas the property tax is one of the few discretionary sources of revenue for cities and counties;

Whereas, experts estimate that the *California Schools and Local Communities Funding Act* reclaims \$12 billion in property tax revenue every year by closing loopholes in California's property tax system;

Whereas the *California Schools and Local Communities Funding Act* does not affect property taxes for homeowners or renters because the initiative exempts all residential property;

Whereas, allocation of revenues to cities, counties and special districts will follow current property tax allocation;

Whereas, the measure will provide billions in locally-controlled property tax funding yearly for cities, counties, and special districts;

Whereas, academic researchers at the University of Southern California (USC) have identified that the vast majority of reclaimed revenue will come from a fraction of large commercial and industrial properties;

Whereas, USC research shows that a majority of commercial owners already pay close to market value, making the current system inequitable among businesses, benefitting large owners who have held land for a long period;

Whereas, the current failure to close the commercial property loophole has led to poor land use and inflated land values, particularly affecting the ability to provide adequate high-density housing;

Whereas, the measure incentivizes the development of residential units and provides more funding for communities to invest in affordable housing;

Whereas, the measure provides new tax incentives to spur new investment in small businesses by eliminating the business personal property tax on equipment for California's small businesses;

Whereas, the measure also exempts all small business owners whose property is worth \$3 million or less;

Whereas, the measure levels the playing field for businesses that already pay their fair share in our communities;

Whereas, the *California Schools and Local Communities Funding Act of 2020* is expected to be on the November 2020 ballot;

Therefore, be it Resolved, that the City of Marina endorses proposition 15, California Schools and Local Communities Funding Act of 2020, a proposition on the November 2020 ballot.

PASSED and ADOPTED by the City Council of the City of Marina at a special meeting duly held on this 5<sup>th</sup> day of August 2020 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

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Bruce C. Delgado, Mayor

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Anita Sharp, Deputy City Clerk

**WELLINGTON**  
LAW OFFICES

DEBORAH MALL  
ROBERT W. RATHIE  
GEORGE C. THACHER  
ROBERT R. WELLINGTON

857 CASS STREET, SUITE D  
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TELEPHONE (831) 373-8733  
FACSIMILE (831) 373-7106  
E-MAIL - [ATTYS@WELLINGTONLAW.COM](mailto:ATTYS@WELLINGTONLAW.COM)

July 31, 2020

Memo to: City Council  
  
From: Rob Wellington, City Attorney  
  
Re: Procedure to Fill Council Vacancy

This memorandum pertains to the process to fill a vacancy on the City Council, anticipating a formal resignation from Council Member Urrutia. (There currently is no formal resignation as a resignation from the Council must be in writing, may specify a date when it is effective, and must be filed with the City Clerk. It takes effect in accordance with its terms. It can be withdrawn before it becomes effective, but once effective it cannot be withdrawn.)

The City Charter (Section 1.03) states that “A vacancy in the elective office of council member shall be filled by appointment by the council, such appointee to hold office until the next general municipal election and until a successor is elected and installed.” The council has a 40-day period within which to fill the vacancy.

The City has general municipal elections in November of even-numbered years. (MMC 2.06.010). Consequently, the next general municipal elections are on November 3, 2020 and in November 2022.

The deadline for placing a seat on the general election ballot was the 113th day prior to the November 3, election date. (See Elec. Code 12101(a)). This deadline passed on July 13, 2020. Therefore, it is not possible to put the election of this seat on the November 3, 2020 ballot.

This Charter provision does not allow a special election to be called to fill a council vacancy. Instead it requires that the City Council appoint a person to fill the vacancy, and that such appointment continues until a successor can be elected at the next general municipal election – November 2022.

As you know, the City recently transitioned to district elections, so the next logical inquiry is whether Council Member Urrutia’s seat must be filled from his District (District 1) or can be filled from applicants from the City at-large. The answer is that because the newly vacant seat is an at-large seat, the appointed replacement can be filled from the City at-large. (MMC 2.06.040(b)(3)). Thus an appointee could but need not necessarily reside in District 1. Council Member Urrutia’s elected term was set to expire at the November, 2022 election, and at that election, his seat could only be filled by a candidate from District 1.

As we have advised previously in these situations, there are no requirements in the charter or general law as to how an appointment to fill a vacancy in a council member seat shall be made by the Council. Thus, the Council is free to set its own process and procedures, so long as they are generally reasonable. It is noted, however, that if the Council does not appoint a replacement for the vacant seat within 40 days of the effective date of the vacancy (or cannot agree to the appointment within the time period), the Mayor will make the appointment. This date will be provided to you once a formal resignation is received.

Previously, when seeking to fill a vacancy of a council member seat, this council has provided notice and set a procedure to receive applications from members of the public. **A Resolution from 2008 is attached** as an example and a draft Resolution is found below, which will accommodate revisions as the Council deems proper and necessary under the circumstances. The agenda for your meeting next Wednesday has been set up to provide you with the flexibility to proceed in any manner, as the Council sees fit.

If any of you have any questions regarding the above prior to your council meeting, please feel free to give me a call.

-R. R. W.

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE  
PROCESS TO FILL CITY COUNCIL VACANCY**

WHEREAS, the City Council finds it necessary to fill a vacancy on the City Council, and;

WHEREAS, in order to fill such a vacancy in a timely manner the City Council desires to adopt a timeline and process, and:

WHEREAS, the City of Marina has transitioned to District Voting, but may legally appoint the vacancy from the City at-large.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Marina, that the following timeline and process be used to fill the City Council vacancy:

1. Filing period from: (dates)
2. The application shall include: (name, legal address, ....) The Deputy City Clerk shall format an application which includes the same and make it available to the public on the City's website and to any individual who request the application by e-mail or by mail or otherwise. The applications, as submitted, shall be made available for public review (on the City's web-site?).
3. Persons from the City of Marina (or District 1 only) shall be invited to apply to the Deputy City Clerk, by e-mail or as necessary, during the application period, up until 11:59 p.m. on the last day of the application period.
4. Applications shall be provided to the City Council immediately at the end of the application period and a City Council meeting shall be set, three business days after the receipt of the applications by the City Council, or immediately thereafter.
5. Applicants are invited to attend the City Council meeting, via Zoom, and make presentations in support of their application, of up to three minutes. The City Council may ask questions of the applicant, with no time limit set for the question period.
6. The Public will be allowed public comment, after all of the applicants have made their presentations and have been questioned by the City Council. Public Comment will be limited to three minutes per person.
7. Upon the conclusion of the Public Comment Period, the City Council shall commence voting by paper ballot. Each ballot must be signed by the voting Council Member, will be available for viewing by the public after the vote and will become part of the public record.
8. Ballots will be counted by the Deputy City Clerk, who will announce the votes for each applicant. Balloting will continue until an applicant receives a majority vote.
9. Following the official canvas of ballots, the new City Council member will be sworn into office and will serve until November 2022.

Resolution No. 2020

Page Two

PASSED AND ADOPTED by the City Council of Marina at a regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_ 2020 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

## RESOLUTION NO. 2008-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING PROCESS TO FILL CITY COUNCIL VACANCY

WHEREAS, the City Council finds it necessary to fill a vacancy on the City Council, and;

WHEREAS, in order to fill such vacancy in a timely manner the City Council desires to adopt a timeline and process, and;

WHEREAS, the timeline and process should include:

1. Filing period from Wednesday, March 5, 2008 to 4:00 p.m., Tuesday, March 18, 2008.
2. Names of applicants to be provided to City Council on March 18, 2008.
3. Applications to be provided to City Council on March 19, 2008, and will be available for public review and copying at the office of the City Clerk during regular business hours.
4. Applicants will be invited to attend the April 1, 2008 City Council Meeting and allowed to make three (3) minute presentation to the City Council.
5. Public comment period.
6. Following the presentations and public comment, the City Council will vote using paper ballots.
7. Ballots will be counted by City Clerk/Deputy City Clerk who will announce the votes for each applicant. Balloting will continue until an applicant receives a majority vote (at least three (3) votes) of the City Council.
8. The ballots will be signed by the City Council member and will be open to the public for viewing immediately following the vote.
9. Following official canvas of ballots, the new City Council member will be sworn into office at the next meeting and will serve until November 2008.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Marina, does hereby adopt the following timeline and process to fill the City Council vacancy:

1. Filing period from Wednesday, March 5, 2008 to 4:00 p.m., Tuesday, March 18, 2008.
2. Names of applicants to be provided to City Council on March 18, 2008.
3. Applications to be provided to City Council on March 19, 2008, and will be available for public review and copying at the office of the City Clerk during regular business hours.

Resolution No. 2008-48

Page Two

4. Applicants will be invited to attend the April 1, 2008 City Council Meeting and allowed to make three (3) minute presentation to the City Council.
5. Public comment period.
6. Following the presentations and public comment, the City Council will vote using paper ballots.
7. Ballots will be counted by City Clerk/Deputy City Clerk who will announce the votes for each applicant. Balloting will continue until an applicant receives a majority vote (at least three (3) votes) of the City Council.
8. The ballots will be signed by the City Council member and will be open to the public for viewing immediately following the vote.
9. Following official canvas of ballots, the new City Council member will be sworn into office at the next meeting and will serve until November 2008.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 4<sup>th</sup> day of March 2008, by the following vote:

AYES: COUNCIL MEMBERS: Ford, Gray, McCall, Wilmot

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

\_\_\_\_\_  
Gerold J. Wilmot, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Dimitra M. Hubbard, Deputy City Clerk

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of March 4, 2008

**IN THE EVENT THAT IT BECOMES NECESSARY, RECOMMENDATION  
TO CONSIDER ADOPTING RESOLUTION 2008-, APPROVING PROCESS  
TO FILL CITY COUNCIL VACANCY**

**RECOMMENDATION:**

In the event that it becomes necessary, it is recommended that the City Council:

1. Consider adopting Resolution No. 2008-, approving process to fill City Council vacancy.

**BACKGROUND:**

In the event that the City Council takes action to appoint a member of the City Council to the vacant position of Mayor and in accordance with the provisions set forth in the City Charter and consistent with prior City Council action to fill a vacancy on the City Council, staff is recommending that the City Council consider approving the following process and timeline to fill any vacancy on the City Council.

It is also noted that, should the City Council not determine to fill the vacancy in the Mayor position from amongst the four City Council members, the process outlined could be used to fill the vacancy in the position of Mayor.

**ANALYSIS:**

In the event it becomes necessary, the process and timeline recommended that the City Council approve includes:

1. Filing period from Wednesday, March 5, 2008 to 4:00 p.m., Tuesday, March 18, 2008.
2. Names of applicants to be provided to City Council on March 18, 2008.
3. Applications to be provided to City Council on March 19, 2008, and will be available for public review and copying at the office of the City Clerk during regular business hours.
4. Applicants will be invited to attend the April 1, 2008 City Council Meeting and allowed to make three (3) minute presentation to the City Council.
5. Public comment period.
6. Following the presentations and public comment, the City Council will vote using paper ballots.
7. Ballots will be counted by City Clerk/Deputy City Clerk who will announce the votes for each applicant. Balloting will continue until an applicant receives a majority vote (at least three (3) votes) of the City Council.
8. The ballots will be signed by the City Council member and will be open to the public for viewing immediately following the vote.

9. Following official canvas of ballots, the new City Council member will be sworn into office at the next meeting and will serve until November 2008.

**FISCAL IMPACT:**

None

**CONCLUSION:**

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

Respectfully submitted,

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Anthony J. Altfeld  
City Manager  
City of Marina

**NOTED FOR FISCAL IMPACT:**

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Richard B. Standridge, CPA  
Interim Finance Director  
City of Marina

Honorable Mayor and Members  
Of the Marina City Council

City Council Meeting of  
August 5, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-, CONFIRMING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES' ISSUANCE OF A THIRD SUPPLEMENT TO THE PROCLAMATION OF A LOCAL EMERGENCY TEMPORARILY SUSPENDING UNTIL SEPTEMBER 30, 2020, THE AUTHORITY OF ANY LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL (INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR COMMERCIAL PROPERTY WITHIN THE CITY DUE TO THE TENANT'S NONPAYMENT OF RENT, OR A FORECLOSURE, ARISING OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19 PANDEMIC OR THE GOVERNMENTAL RESPONSE THERETO AND ESTABLISHING CERTAIN EVICTION PROTECTION REQUIREMENTS.**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, confirming the City Manager/Director of Emergency Services' issuance of a Third Supplement to the Proclamation of a Local Emergency (**Exhibit 1**) temporarily suspending until September 30, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant's nonpayment of rent, or a foreclosure, arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto and establishing certain eviction protection requirements.

**BACKGROUND:**

Section 2.20.060.a. of the Marina Municipal Code empowers the Director of Emergency Services, in the event of a proclamation of a local emergency by the City Manager in his role as Director of Emergency Services or by the Governor, to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; however, such rules and regulations must be confirmed at the earliest practicable time by the City Council. On March 13, 2020, the City Manager in his role as the Director of Emergency Services, issued a "Proclamation of a Local Emergency Related to Covid-19 (Coronavirus)" (Proclamation of Local Emergency) and a copy is attached as **Exhibit A** to **Exhibit 1**.

On March 20, 2020, the Director of Emergency Services issued a First Supplement to the Proclamation of Local Emergency (First Supplement) temporarily suspending until May 31, 2020, the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto. A copy is attached as **Exhibit B** to **Exhibit 1**. The First Supplement was issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina.

On May 29, 2020, the Director of Emergency Services issued a Second Supplement to the Proclamation of Local Emergency (Second Supplement), effective as of June 1, 2020, extending until July 31, 2020, the temporary suspension of the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto and establishing certain eviction protection requirements. A copy is attached hereto as **Exhibit C to Exhibit 1**. The Second Supplement was issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina.

On July 16, 2020, the Director of Emergency Services issued a Third Supplement to the Proclamation of Local Emergency (Third Supplement) extending until September 30, 2020, the temporary suspension of the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto and establishing certain eviction protection requirements. A copy is attached hereto as **Exhibit 1**. The Third Supplement was issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina.

Nothing in the First, Second or Third Supplements relieves a tenant of the obligation to pay rent or a landlord's ability to recover rent due or to file an action against a tenant or non-tenant for damage done to a landlord's property.

The Third Supplement was effective as of July 16, 2020.

The issuance of the Third Supplement is the only formal action taken under the authority vested in the Director of Emergency Services since the City Council's confirmation of the First Supplement at a regular meeting on July 7, 2020.

Respectfully submitted,

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Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2020-\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING ISSUANCE OF A THIRD SUPPLEMENT TO THE PROCLAMATION OF A LOCAL EMERGENCY TEMPORARILY SUSPENDING UNTIL SEPTEMBER 30, 2020, THE AUTHORITY OF ANY LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL (INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR COMMERCIAL PROPERTY WITHIN THE CITY DUE TO THE TENANT'S NONPAYMENT OF RENT, OR A FORECLOSURE, ARISING OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19 PANDEMIC OR THE GOVERNMENTAL RESPONSE THERETO AND EXSTABLISHING CERTAIN EVICTION PROTECTION REQUIREMENTS

WHEREAS, Section 2.20.060.a.of the Marina Municipal Code, in the event of a proclamation of a local emergency by the City Manager in his role as Director of Emergency Services or by the Governor, empowers the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; however, such rules and regulations must be confirmed at the earliest practicable time by the City Council; and

WHEREAS, on March 13, 2020, the City Manager in his role as the Director of Emergency Services, issued a "Proclamation of a Local Emergency Related to Covid-19 (Coronavirus)" (Proclamation of Local Emergency). A copy is attached hereto as **Exhibit A to Exhibit 1**; and

WHEREAS, on March 20, 2020, the Director of Emergency Services issued a First Supplement to the Proclamation of Local Emergency (First Supplement) temporarily suspending until May 31, 2020, the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto. A copy is attached hereto as **Exhibit B to Exhibit 1**. The First Supplement was issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina; and

WHEREAS, on June 1, 2020, the Director of Emergency Services issued a Second Supplement to the Proclamation of Local Emergency (Second Supplement) extending until July 31, 2020, the temporary suspension of the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto and establishing certain eviction protection requirements. A copy is attached hereto as **Exhibit C to Exhibit 1**. The Second Supplement was issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina; and

WHEREAS, on July 16, 2020, the Director of Emergency Services issued a Third Supplement to the Proclamation of Local Emergency (Third Supplement extending until September 30, 2020 the temporary suspension of the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto and establishing certain eviction protection requirements. The Third Supplement was issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina. A copy is attached hereto as **Exhibit 1**; and

WHEREAS, the First, Second and Third Supplements were issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina; and

WHEREAS, Nothing in the First, Second or Third Supplements relieves a tenant of the obligation to pay rent or a landlord's ability to recover rent due or to file an action against a tenant or non-tenant for damage done to a landlord's property; and

WHEREAS, the Third Supplement was effective as of July 16, 2020; and

WHEREAS, the City Council hereby finds that the conditions described in the Proclamation of Local Emergency related to the COVID-19 outbreak did warrant and necessitate the issuance of the Third Supplement by the Director of Emergency Services.

NOW, THEREFORE, be it resolved by the City Council of the City of Marina that:

- A. The Third Supplement to the Proclamation of Local Emergency, as issued by the Director of Emergency Services/City Manager and attached as **Exhibit 1** to this Resolution is hereby confirmed.
- B. The Third Supplement shall be deemed to continue in force until September 30, 2020.
- C. As required by law and as directed by the City Council on March 17, 2020, the City Council shall continue to review the need for continuing the state of emergency every sixty (60) days until the state of emergency is terminated by the City Council. Accordingly the City Manager has and will continue to report to the City Council on the COVID-19 pandemic as it affects the City of Marina and actions taken under his authority as Director of Emergency Services at every regular meeting of the City Council until the termination of the local emergency shall be proclaimed by the City Council.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 21<sup>st</sup> day of July 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**THIRD SUPPLEMENT TO THE PROCLAMATION OF A LOCAL  
EMERGENCY BY THE CITY OF MARINA CITY MANAGER RELATED  
TO COVID-19 (CORONAVIRUS)**

**WHEREAS**, since early 2020 health and governmental authorities worldwide have been and continue to be involved in a concerted response to an outbreak of respiratory disease caused by a novel coronavirus named COVID-19; and

**WHEREAS**, on March 13, 2020, following the proclamation of emergency by the Governor, and as authorized by and in accordance with subsection 6.a. of Section 2.20.020 of the City of Marina Municipal Code, as Director of Emergency Services and City Manager for the City of Marina I issued a Proclamation of a Local Emergency by City of Marina City Manager Related to COVID-19 (CORONAVIRUS), and

**WHEREAS**, on March 16, 2020, the Governor of the State of California issued an Executive Order N-28-20, recognizing the economic impacts of COVID-19 have been significant and could threaten to undermine the housing security for California residents and the continued viability of California commercial enterprises and suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limitations on residential or commercial evictions through May 31, 2020; and

**WHEREAS**, on March 20, 2020, during the continuance of the emergency proclaimed by the Governor, again as authorized by and in accordance with subsection 6.a. of Section 2.20.020 of the City of Marina Municipal Code, as Director of Emergency Services and City Manager for the City of Marina I issued a First Supplement to the Proclamation of a Local Emergency by the City Manager Related to COVID-19 (CORONAVIRUS) imposing substantive limitations on residential or commercial evictions in the City of Marina through May 31, 2020; and

**WHEREAS**, on March 27, 2020, the Governor of the State of California issued Executive Order N-37-20 recognizing many Californians will experience a substantial loss of income related to COVID-19 and therefore minimizing evictions is critical to reducing the spread of COVID-19 in vulnerable populations and establishing certain eviction protection requirements; and

**WHEREAS**, on May 29, 2020, the Governor of the State of California issued Executive Order N-66-20, recognizing many Californians are experiencing a substantial loss of income as a result of business closures, the loss of hours or wages or layoffs related to COVID-19 and therefore hindering their ability to keep up with their rent, leaving them vulnerable to eviction, and also impacting owners reliant on rent, and extending the timeframe for protections set forth in Paragraphs 1 and 2 of Executive Order N-28-20 by an additional 60 days; and

**WHEREAS**, on May 29, 2020, during the continuance of the emergency proclaimed by the Governor, again as authorized by and in accordance with subsection 6.a. of Section 2.20.020 of the City of Marina Municipal Code, as Director of Emergency Services and City Manager for the City of Marina I issued a Second Supplement to the Proclamation of a Local Emergency by the City Manager Related to COVID-19 (CORONAVIRUS), effective as of June 1, 2020, to continue the imposition of substantive limitations on residential or commercial evictions in the City of Marina through July 31, 2020; and

**WHEREAS**, on June 30, 2020, the Governor of the State of California issued an Executive Order N-71-20, recognizing that minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing those most vulnerable to COVID-19 to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19 and extending the timeframe for the protections set forth in Paragraph 2 of Executive Order N-28-20, via Executive Order N-66-20, and extending Paragraph 21 of Executive Order N-66-20, through September 30, 2020; and

**WHEREAS**, all three said proclamations have been confirmed and ratified, as required by said Section 2.20.020, by the City of Marina City Council, respectively by Resolution No. 2020-29, Resolution No. 2020-32, and Resolution 2020-59. The Proclamations and Resolutions are attached hereto as Exhibits A, B, and C and incorporated herein by this reference; and

**WHEREAS**, this Third Supplemental proclamation (that expires by its terms on September 30, 2020) following recitation and explanation herein of conditions and consequences of the COVID-19 crisis/pandemic and their effect on the public health and safety of residents and businesses in the City of Marina, includes and concludes with an order pursuant to City's general police power to protect health, safety, and welfare of its citizens, and as authorized by Section 2.20.020 of the Municipal Code, suspending the authority of landlords to commence evictions under specified circumstances, and more particularly set out in the Third Supplement proclamation; and

**WHEREAS**, the conditions and consequences of COVID-19 extant at the time of issuance and ratification/confirmation of the First Supplement and the Second Supplement proclamation and at the time of the issuance of Executive Orders N-28-20, N-37-20, N-66-20 and N-71-20 remain at or near those being endured by residents and businesses as of the date of this Third Supplement proclamation; and

**WHEREAS**, it is therefore my considered opinion that in the interest of health, safety, and welfare of the residents and businesses of the City of Marina, it is necessary to exercise my authority to issue this proclamation related to protection of life and property, to extend the order issued in the Second Supplement proclamation through September 30, 2020; and

**WHEREAS**, the City Council is not in session on the date written below, therefore as required by subsection 6.a. of Section 2.02.020, the City Council shall be convened at the earliest possible date to confirm this proclamation.

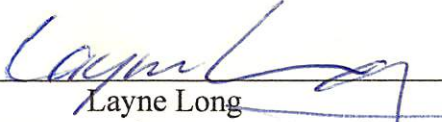
**IT IS HEREBY ORDERED THAT:**

All provisions of that certain order found at 1.a. through 1.d. in First Supplement to the Proclamation of a Local Emergency by the City of Marina City Manager Related to COVID-19 (CORONAVIRUS), are hereby extended through September 30, 2020, provided that the date of termination noted therein shall be amended to the extension date in this paragraph.

Pursuant to the general police power of the City to protect the health, safety and welfare of its citizens, all provisions found at paragraphs 1 and 2 of Executive Order N-37-20 establishing certain eviction protection requirements, are hereby incorporated as if set forth fully herein by this reference and are hereby to remain in force and effect through September 30, 2020, provided that the date of termination noted therein shall be amended to September 30, 2020.

This Order shall become effective July 16, 2020.

**ADOPTED** this 16 day of July 2020.

  
Layne Long  
Director of Emergency Services

ATTEST:

  
Anita Shepherd-Sharp  
Deputy City Clerk

APPROVED AS TO FORM:

  
Robert W. Rathie  
for the City Attorney



**PROCLAMATION OF A LOCAL EMERGENCY BY  
CITY OF MARINA CITY MANAGER RELATED TO COVID-19 (CORONAVIRUS)**

WHEREAS, Section 2.20.060 of Chapter 2.20 entitled "Disaster Council" of the Marina Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, section 2.20.050 of the Marina Municipal Code designates the City Manager to be the Director of Emergency Services; and

WHEREAS, the City Manager as the Director of Emergency Services of the City of Marina hereby finds that:

1. The novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and
2. On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and
3. Conditions of extreme peril to the safety of persons have arisen within the City caused by the COVID-19 pandemic. On March 4, 2020, Governor Newsom proclaimed State of Emergency to exist in California as a result of the threat of COVID-19. There presently exists a public health emergency, as further addressed in Governor Newsom's Executive Order N-25-20 dated March 12, 2020, and by a National State of Emergency declared by President Trump on March 13, 2020; and
4. The efforts required to prepare for, respond to, mitigate and recover from the spread of COVID-19 have imposed, and will continue to impose, extraordinary requirements and expenses on the City, requiring diversion of resources from day-to-day operations; and
5. In addition to the above facts, conditions or threatened conditions caused by COVID-19 including but not limited to potential isolation and quarantine of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City; and
6. These conditions are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of the City of Marina; and
7. The City Council of the City of Marina is not in session and cannot immediately be called into session.

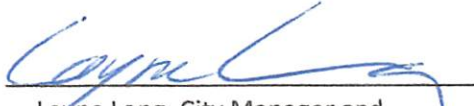
BE IT FURTHER PROCLAIMED AND ORDERED that during the existence of said Local Emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, existing ordinances and resolutions, the City's Emergency Plan, as well as this resolution and any subsequent emergency orders of the City Council in order to mitigate the effects of the Local Emergency.

BE IT FURTHER PROCLAIMED AND ORDERED, pursuant to Government Code sections 8634 and 8568, during the period of this emergency, the following procedures and formalities otherwise required of the City by ordinance or other local regulation shall be waived, where strict compliance would hinder or delay the mitigation effects of the emergency:

1. Entering into contracts;
2. Incurring obligations;
3. Employment of permanent and temporary workers;
4. Utilization of volunteer workers;
5. Appropriation and expenditure of public funds; and
6. Waiver of public funds when in the public interest.

IT IS FURTHER PROCLAIMED AND ORDERED that said Local Emergency that said Local Emergency shall continue by ratification of the City Council, until its termination is proclaimed by the City Council of the City.

March 13, 2020  
Date and Time 4:30 pm

  
Layne Long, City Manager and  
Director of Emergency Services

**RESOLUTION NO. 2020-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RATIFYING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES PROCLAMATION OF A LOCAL EMERGENCY RELATED TO COVID-19 (CORONAVIRUS)**

WHEREAS, Section 2.20.060 of the Marina Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, section 2.20.050 of the Marina Municipal Code designates the City Manager to be the Director of Emergency Services; and

WHEREAS, the City Manager as the Director of Emergency Services of the City of Marina on March 13, 2020 issued a Proclamation finding that:

1. The novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and
2. On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and
3. Conditions of extreme peril to the safety of persons have arisen within the City caused by the COVID-19 pandemic. On March 4, 2020, Governor Newsom proclaimed State of Emergency to exist in California as a result of the threat of COVID-19. There presently exists a public health emergency, as further addressed in Governor Newsom's Executive Order N-25-20 dated March 12, 2020, and by a National State of Emergency declared by President Trump on March 13, 2020; and
4. The efforts required to prepare for, respond to, mitigate and recover from the spread of COVID-19 have imposed, and will continue to impose, extraordinary requirements and expenses on the City, requiring diversion of resources from day-to-day operations; and
5. In addition to the above facts, conditions or threatened conditions caused by COVID-19 including but not limited to potential isolation and quarantine of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City; and
6. These conditions are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of the City of Marina; and
7. The City Council of the City of Marina is not in session and cannot immediately be called into session; and

WHEREAS, the City Council hereby finds that the above-described conditions related to the COVID-19 outbreak did warrant and necessitate the proclamation of the existence of a local emergency in the City of Marina.

NOW, THEREFORE, be it resolved by the City Council of the City of Marina that:

- A. The Proclamation of a Local Emergency, as issued by the Director of Emergency Services/City Manager and attached as **Exhibit A** to this Resolution is hereby ratified and confirmed.
- B. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Marina
- C. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this resolution is terminated.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 17<sup>th</sup> day of March 2020, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**FIRST SUPPLEMENT TO THE PROCLAMATION OF A LOCAL EMERGENCY BY  
THE CITY OF MARINA CITY MANAGER RELATED TO COVID-19  
(CORONAVIRUS)**

**WHEREAS**, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named COVID-19; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on Friday, March 13, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Chapter 2.20 of the Marina Municipal Code to ensure an effective response by the City to the COVID-19 pandemic; and

**WHEREAS**, in accordance with subsection 6.a. of section 2.20.020 of Chapter 2.20 of the Marina Municipal Code, in the event of the proclamation of a local emergency or the proclamation of a state of emergency by the Governor, the Director of Emergency Services is empowered to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

**WHEREAS**, on March 16, 2020, the Governor of the State of California issued an Executive Order, attached hereto as **Exhibit A** and by this reference incorporated herein, recognizing the economic impacts of COVID-19 have been significant and could threaten to undermine the housing security for California residents and the continued viability of California commercial enterprises and suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limitations on residential or commercial evictions through May 31, 2020; and

**WHEREAS**, at a regular meeting of the City Council of the City of Marina held on March 17, 2020, by Resolution 2020-29, the City Manager/Director of Emergency Services' Proclamation was ratified by the City Council of the City of Marina, the local emergency was deemed by the City Council to continue to exist until its termination is proclaimed by the City Council, and direction was given to take action as soon as practicable on measures to protect renters and prevent eviction or rent increase of persons adversely affected by loss of work or income due to COVID-19; and

**WHEREAS**, on March 17, 2020, the Health Officer of the County of Monterey issued an Order directing all individuals living in the County to shelter in their place of residence, except that they may leave to provide or receive certain essential services or engage in certain essential activities, and work for essential businesses and governmental services; exempting individuals experiencing homelessness from the shelter in place Order but urging them to find shelter and government agencies to provide it; directing all businesses and governmental agencies to cease nonessential operations at physical locations in the County; prohibiting all nonessential gatherings of any number of individuals; and ordering cessation of all nonessential travel; and

**WHEREAS**, as a result of the public health emergency and the precautions recommended by health authorities, many tenants and commercial enterprises in Marina have experienced or expect soon to experience sudden and unexpected income loss, layoffs, and business closure, thereby placing increased demands on already strained regional and local health and safety resources; and

**WHEREAS**, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock and to prevent housed individuals from falling into homelessness; and

**WHEREAS**, school closures require parents to adjust work schedules leading to time off work, whether paid or unpaid, and an inability to work will economically strain families; and

**WHEREAS**, due to the Order for County residents to shelter in their places of residence and the Governor's call for certain businesses to close, businesses that rely on customer patronage will experience a significant loss of business opportunity, loss of indirect spending, an impact on their operations and a loss of revenue for those that cannot continue to operate; and

**WHEREAS**, in the interest of health and safety, as affected by the emergency caused by the COVID-19 pandemic, it is necessary to exercise my authority to issue this regulation related to the protection of life and property; and

**WHEREAS**, as required by subsection 6.a. of section 2.20.020 of the Marina Municipal Code this regulation must be confirmed by the City Council at the earliest practicable time.

**IT IS HEREBY ORDERED THAT:**

1. A temporary moratorium on eviction for nonpayment of rent by residential and commercial tenants impacted by the COVID-19 pandemic is imposed as follows:

a. Pursuant to the general police power of the City to protect the health, safety and welfare of its citizens the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City of Marina for the following reasons is hereby suspended through May 31, 2020, unless otherwise terminated or extended: (1) the basis for the eviction is nonpayment of rent or a foreclosure arising out of a substantial decrease in household or business income, including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand, or substantial out-of-pocket medical expenses; and (2)

the decrease in household income or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented. Nothing in this Order shall relieve the tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due. Nothing herein shall be deemed to interfere with the right of a landlord to file an action against a tenant or non-tenant for damage done to a landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

b. This Order applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date written below. This Order shall be liberally construed so as to provide the broadest possible protection.

c. This Order shall be punishable as set forth in Section 2.20.100 of the Marina Municipal Code. In addition, this Order grants a defense in the event that an unlawful detainer action is commenced in violation of this Order.

d. This Order shall be superseded by a duly enacted Ordinance or Resolution of the City Council or a further Order by the Director of Emergency Services adopted during the local emergency that expressly supersedes this Order.

2. This Order shall become effective immediately.

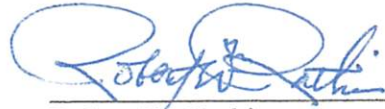
**ADOPTED** this 20<sup>th</sup> day of March 2020.

  
Layne Long  
Director of Emergency Services

ATTEST:

  
Anita Shepherd-Sharp  
Deputy City Clerk

APPROVED AS TO FORM:

  
Robert W. Rathie  
for the City Attorney

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-28-20**

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

**WHEREAS** the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

**WHEREAS** many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

**WHEREAS** Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

**WHEREAS** because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

**WHEREAS** local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

**WHEREAS** local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

**WHEREAS** in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

**WHEREAS** many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

**WHEREAS** many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
  - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
  - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any



occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

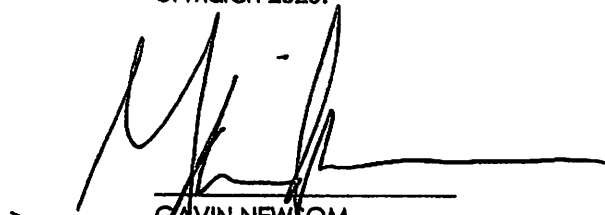
Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**I FURTHER DIRECT** that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.

  
\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State

**RESOLUTION NO. 2020-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING  
ISSUANCE OF A FIRST SUPPLEMENT TO THE PROCLAMATION OF A LOCAL  
EMERGENCY TEMPORARILY SUSPENDING UNTIL MAY 31, 2020, THE AUTHORITY  
OF ANY LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL  
(INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR COMMERCIAL  
PROPERTY WITHIN THE CITY DUE TO THE TENANT'S NONPAYMENT OF RENT OR  
A FORECLOSURE ARISING OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN  
HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19 PANDEMIC OR  
THE GOVERNMENTAL RESPONSE THERETO.**

WHEREAS, Section 2.20.060.a. of the Marina Municipal Code, in the event of a proclamation of a local emergency by the City Manager in his role as Director of Emergency Services or by the Governor, empowers the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; however, such rules and regulations must be confirmed at the earliest practicable time by the City Council; and

WHEREAS, on March 13, 2020, the City Manager in his role as the Director of Emergency Services, issued a "Proclamation of a Local Emergency Related to Covid-19 (Coronavirus)" (Proclamation of Local Emergency). A copy is attached hereto as Exhibit A; and

WHEREAS, on March 20, 2020, the Director of Emergency Services issued a First Supplement to the Proclamation of Local Emergency (First Supplement) temporarily suspending until May 31, 2020, the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto. A copy is attached hereto as Exhibit B; and

WHEREAS, the First Supplement was issued pursuant to the general police powers of the City to protect the health, safety and welfare of the citizens of Marina; and

WHEREAS, Nothing in the First Supplement relieves a tenant of the obligation to pay rent or a landlord's ability to recover rent due or to file an action against a tenant or non-tenant for damage done to a landlord's property; and

WHEREAS, the First Supplement was effective as of March 20, 2020; and

WHEREAS, the City Council hereby finds that the conditions described in the Proclamation of Local Emergency related to the COVID-19 outbreak did warrant and necessitate the issuance of the First Supplement by the Director of Emergency Services.

NOW, THEREFORE, be it resolved by the City Council of the City of Marina that:

- A. The First Supplement to the Proclamation of Local Emergency, as issued by the Director of Emergency Services/City Manager and attached as **Exhibit B** to this Resolution is hereby confirmed.
- B. The First Supplement shall be deemed to continue in force until May 31, 2020.

- C. As required by law, the City Council shall continue to review the need for continuing the state of emergency every thirty (30) days until the state of emergency is terminated by the City Council and, as directed by the City Council on March 17, 2020, the City Manager shall continue to report to the City Council on actions taken under his authority as Director of Emergency Services at every regular meeting of the City Council until the termination of the local emergency shall be proclaimed by the City Council.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 7<sup>th</sup> day of April 2020, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**SECOND SUPPLEMENT TO THE PROCLAMATION OF A LOCAL  
EMERGENCY BY THE CITY OF MARINA CITY MANAGER RELATED  
TO COVID-19 (CORONAVIRUS)**

**WHEREAS**, since early 2020 health and governmental authorities worldwide have been and continue to be involved in a concerted response to an outbreak of respiratory disease caused by a novel coronavirus named COVID-19; and

**WHEREAS**, I, as Director of Emergency Services and City Manager for the City of Marina, have on March 13, 2020 issued a Proclamation of a Local Emergency by City of Marina City Manager Related to COVID-19 (CORONAVIRUS), and have on March 20, 2020, issued a First Supplement to the Proclamation of a Local Emergency by the City Manager Related to COVID-19 (CORONAVIRUS), both following the proclamation of emergency by the Governor, and as authorized by and in accordance with subsection 6.a. of Section 2.20.020 of the City of Marina Municipal Code; and

**WHEREAS**, both said proclamations have been confirmed and ratified, as required by said Section 2.20.020, by the City of Marina City Council though, respectively by Resolution No. 2020-29 and Resolution No. 2020-32, and the Proclamations and Resolutions are attached hereto as Exhibits A and B, and incorporated herein by this reference; and

**WHEREAS**, the First Supplement proclamation (that expires by its terms on May 31, 2020) following recitation and explanation of conditions and consequences of the COVID-19 crisis/pandemic and their effect on the public health and safety of residents and businesses in the City of Marina, includes and concludes with an order pursuant to City's general police power to protect health, safety, and welfare of its citizens, and as authorized by Section 2.20.020 of the Municipal Code, suspending the authority of landlords to commence evictions under specified circumstances, and more particularly set out in the First Supplement proclamation; and

**WHEREAS**, on March 27, 2020, the Governor of the State of California issued Executive Order 37-20, attached hereto as Exhibit C and incorporated herein by this reference, recognizing many Californians will experience a substantial loss of income related to COVID-19 and therefore minimizing evictions is critical to reducing the spread of COVID-19 in vulnerable populations and establishing certain eviction protection requirements; and

**WHEREAS**, the conditions and consequences of COVID-19 extant at the time of issuance and ratification/confirmation of the First Supplement proclamation and at the time of the issuance of Executive Order N-37-20 remain at or near those being endured by residents and businesses as of the date of this Second Supplement proclamation; and

**WHEREAS**, it is therefore my considered opinion that in the interest of health, safety, and welfare of the residents and businesses of the City of Marina, it is necessary to exercise my authority to issue this proclamation related to protection of life and property, to extend the order issued in the First Supplement proclamation through July 31, 2020; and

**WHEREAS**, the City Council is not in session on the date written below, therefore as required by subsection 6.a. of Section 2.02.020, the City Council shall be convened at the earliest possible date to confirm this proclamation.

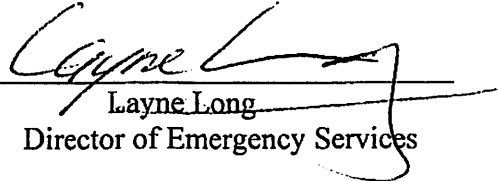
**IT IS HEREBY ORDERED THAT:**

All provisions of that certain order found at 1.a. through 1.d. in First Supplement to the Proclamation of a Local Emergency by the City of Marina City Manager Related to COVID-19 (CORONAVIRUS), are hereby extended through July 31, 2020, provided that the date of termination noted therein shall be amended to the extension date in this paragraph.

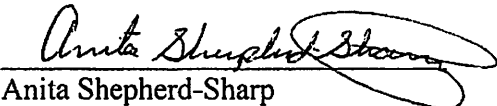
Pursuant to the general police power of the City to protect the health, safety and welfare of its citizens, all provisions found at paragraphs 1 and 2 of Executive Order N-37-20 establishing certain eviction protection requirements, are hereby incorporated as if set forth fully herein by this reference and are hereby to remain in force and effect through July 31, 2020, provided that the date of termination noted therein shall be amended to July 31, 2020.

This Order shall become effective on June 1, 2020.

**ADOPTED** this 29<sup>th</sup> day of May 2020.

  
Layne Long  
Director of Emergency Services

ATTEST:

  
Anita Shepherd-Sharp  
Deputy City Clerk

APPROVED AS TO FORM:

  
Robert W. Rathie  
for the City Attorney

RESOLUTION NO. 2020-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING ISSUANCE OF A SECOND SUPPLEMENT TO THE PROCLAMATION OF A LOCAL EMERGENCY TEMPORARILY SUSPENDING UNTIL JULY 31, 2020, THE AUTHORITY OF ANY LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL (INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR COMMERCIAL PROPERTY WITHIN THE CITY DUE TO THE TENANT'S NONPAYMENT OF RENT OR A FORECLOSURE ARISING OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19 PANDEMIC OR THE GOVERNMENTAL RESPONSE THERETO AND ESTABLISHING CERTAIN EVICTION PROTECTION REQUIREMENTS

WHEREAS, Section 2.20.060.a. of the Marina Municipal Code, in the event of a proclamation of a local emergency by the City Manager in his role as Director of Emergency Services or by the Governor, empowers the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; however, such rules and regulations must be confirmed at the earliest practicable time by the City Council; and

WHEREAS, on March 13, 2020, the City Manager in his role as the Director of Emergency Services, issued a "Proclamation of a Local Emergency Related to Covid-19 (Coronavirus)" (Proclamation of Local Emergency). A copy is attached hereto as **Exhibit A to Exhibit 1**; and

WHEREAS, on March 20, 2020, the Director of Emergency Services issued a First Supplement to the Proclamation of Local Emergency (First Supplement) temporarily suspending until May 31, 2020, the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto. A copy is attached hereto as **Exhibit B to Exhibit 1**; and

WHEREAS, on May 29, 2020, the Director of Emergency Services issued a Second Supplement to the Proclamation of Local Emergency (Second Supplement) extending until July 31, 2020 the temporary suspension of the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto and establishing certain eviction protection requirements. A copy is attached hereto as **Exhibit 1**; and

WHEREAS, the First and Second Supplements were issued pursuant to the general police powers of the City to protect the health, safety, and welfare of the citizens of Marina; and

WHEREAS, nothing in the First or Second Supplements relieves a tenant of the obligation to pay rent or a landlord's ability to recover rent due or to file an action against a tenant or non-tenant for damage done to a landlord's property; and

WHEREAS, the Second Supplement was effective as of June 1, 2020; and

WHEREAS, the City Council hereby finds that the conditions described in the Proclamation of Local Emergency related to the COVID-19 outbreak did warrant and necessitate the issuance of the Second Supplement by the Director of Emergency Services.

NOW, THEREFORE, be it resolved by the City Council of the City of Marina that:

- A. The Second Supplement to the Proclamation of Local Emergency, as issued by the Director of Emergency Services/City Manager and attached as **Exhibit 1** to this Resolution is hereby confirmed.
- B. The Second Supplement shall be deemed to continue in force until July 31, 2020.
- C. As required by law, the City Council shall continue to review the need for continuing the state of emergency every sixty (60) days until the state of emergency is terminated by the City Council and, as directed by the City Council on March 17, 2020, and accordingly the City Manager has and will continue to report to the City Council on the COVID-19 pandemic as it affects the City of Marina and actions taken under his authority as Director of Emergency Services at every regular meeting of the City Council until the termination of the local emergency shall be proclaimed by the City Council.

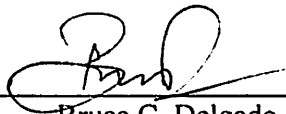
PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 2nd day of June 2020, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

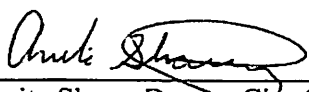
NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

  
Bruce C. Delgado, Mayor

ATTEST:

  
Anita Sharp, Deputy City Clerk