



AGENDA

Tuesday, August 18, 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 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. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

VISION STATEMENT

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

MISSION STATEMENT

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

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 – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code Section 54956.9: two potential case

b. Real Property Negotiations

- i. Property: Marina Equestrian Center, Consisting of approximately 27.235 acres
Negotiating Party: Marina Equestrian Association.
Property Negotiator: City Manager
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
- iii. Property: Marina Municipal Airport, South Tarmac, APN 031-112-002, a portion
Negotiating Party: Joby Aero Inc
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 **Monterey-Salinas Transit Board Presentation**
 - 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 95658-95778, totaling \$1,715,308.58
Accounts Payable Successor Agency Check Number 52 totaling \$318.28
Wire transfers from Checking and Payroll for June 2020, totaling \$960,652.98
 - b. **MINUTES:**
 - (1) June 23, 2020, Adjourned 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-, declaring growing weeds, rubbish and/or refuse accumulations upon certain specified private property parcels to be public nuisances; authorize notice to abate such nuisances; set public hearing date of Tuesday, September 1, 2020, to receive objections to abate such weeds, rubbish and/or refuse; set public hearing on or after Tuesday, October 6, 2020, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and; direct filing of such levy with Monterey County Auditor-Controller's Office.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, approving advertising and call for bids for the City of Marina Municipal Improvements On-Call Contract 2020; and, accepting the Specifications.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- (1) City Council consider adopting Resolution No. 2020-, accepting the 2019 Citywide Street Repair Project, and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Monterey-Salinas Transit August 10, 2020 Board Meeting Highlights

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

- a. City Council consider opening a public hearing, and; consider introducing an ordinance for first reading by title only deleting Municipal Code, Title 8, Chapter 8.24 "Security and Fire Alarm Systems," and replacing it with new Chapter 8.24 "Alarm Systems".
- b. City Council adopting Resolution No. 2020-, approving Updated Cannabis Business fees in accordance with the 2018 Voter Approved City of Marina Commercial Cannabis Business Activities Ordinance; and authorizing Finance Director to update the City-wide fee schedule accordingly.

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-, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, and, authorizing the City Manager or designee to execute contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney, and, appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority to the stockade removal project (project #HSF2101), and, authorizing Finance Director to make necessary accounting and budgetary entries.
 - b. City Council consider adopting Resolution No. 2020-, approving Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, Inc. to increase the annual contract limit to \$600, 000 per fiscal year; and authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.
 - c. City Council consider adopting Resolution No. 2020-, receiving a presentation & providing comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.
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, August 14, 2020.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

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

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

*ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. to request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. requests must be made at least **48 hours** in advance of the meeting.*

Upcoming 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, September 1, 2020
Tuesday, September 15, 2020

***** Wednesday, November 4, 2020**
Tuesday, November 17, 2020

Tuesday, October 6, 2020
Tuesday, October 20, 2020

Tuesday, December 1, 2020
Tuesday, December 15, 2020

* Regular Meeting rescheduled due to Monday Holiday

*** Regular Meeting rescheduled due to General Election Day

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

CITY HALL 2020 HOLIDAYS
(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
3rd 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
3rd 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
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

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
3rd 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**
1st 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
2nd 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 08-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	08/07/2020	95658	Accounts Payable	Ace Hardware		52.22
	Invoice		Date	Description		Amount
	075527		08/02/2020	Heavy duty cord bungee & fasteners		18.39
	075522		08/01/2020	Windshield fluid & masking tape		17.45
	075533		08/03/2020	Extention cord for 2019 engine		16.38
Check	08/07/2020	95659	Accounts Payable	Ace Hardware		6.54
	Invoice		Date	Description		Amount
	075160		07/04/2020	Board Common/Patrol 7/4/20		6.54
Check	08/07/2020	95660	Accounts Payable	Ace Hardware		187.02
	Invoice		Date	Description		Amount
	075461		07/29/2020	Anchor, cover sq box & connector - Corp Yard		13.71
	075514		07/31/2020	Wasp & hornet killer		21.81
	075506		07/31/2020	Rake spring brace		81.90
	075471		07/29/2020	Spray paint		17.46
	075493		07/30/2020	Tarp poly blue		10.91
	075452		07/28/2020	Prem roller cover - 2nd Ave Graffiti		21.83
	075499		07/31/2020	Chain proof		8.72
	075445		07/28/2020	Chain coil, link chain & bolt eye - Ballards at Wetlands Parking		10.68
Check	08/07/2020	95661	Accounts Payable	Andon Laundrymat Service		312.75
	Invoice		Date	Description		Amount
	03 & 04		07/07/2020	FD laundry service - towels & rags		190.00
	01 & 02		07/07/2020	FD laundry service - towels & rags		122.75
Check	08/07/2020	95662	Accounts Payable	Aramark Uniform Service		180.41
	Invoice		Date	Description		Amount
	760898453		07/22/2020	Uniform Service - Public Works Crew		41.32
	760898452		07/22/2020	Uniform Service - Public Works Crew		58.55
	760898454		07/22/2020	Uniform Service - Public Works Crew		80.54
Check	08/07/2020	95663	Accounts Payable	AT & T		253.62
	Invoice		Date	Description		Amount
	07-14-20		07/14/2020	AT&T Billing/Alarm, EOC & PEBST Equipment-Citywide 7/14/20		253.62

Marina, CA LIVE

AP Check Register 08-07-20

Bank Account: 905 - Chase - Checking
Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/07/2020	95664	Accounts Payable	AT & T		562.73
	Invoice		Date	Description		Amount
	000015094565		07/28/2020	CALNET3--9391023470 (384-9682)		20.26
	000015094556		07/28/2020	CALNET3-9391023461 (384-7238)		21.91
	000015089878		07/27/2020	CALNET3-9391023477 (582-9803)		21.89
	000015094532		07/28/2020	CALNET3-9391023439 (384-0552)		21.91
	000015094561		07/28/2020	CALNET3-9391023466 (384-8477)		42.18
	000015094534		07/28/2020	CALNET3-9391023441 (384-0888)		63.54
	000015094535		07/28/2020	CALNET3-9391023442 (384-1702)		21.91
	000015094557		07/28/2020	CALNET3-9391023462 (384-7547)		24.53
	000015094541		07/28/2020	CALNET3-9391023448 (384-2934)		21.91
	000015089872		07/27/2020	CALNET3-9391023471 (582-0100)		46.42
	000015089877		07/27/2020	CALNET3-9391023476 (582-9611)		21.89
	000015089876		07/27/2020	CALNET3-9391023475 (582-9032)		21.89
	000015089874		07/27/2020	CALNET3-9391023473 (582-2398)		21.89
	000015094562		07/28/2020	CALNET3-9391023467 (384-8760)		20.26
	000015094563		07/28/2020	CALNET3-9391023468 (384-9148)		21.91
	000015094533		07/28/2020	CALNET3-9391023440 (384-0860)		21.91
	000015094550		07/28/2020	CALNET3-9391023457 (384-5140)		20.26
	000015094558		07/28/2020	CALNET3-9391023463 (384-7854)		21.91
	000015094530		07/28/2020	CALNET3-9391023437 (384-0425)		20.27
	000015094545		07/28/2020	CALNET3-9391023452 (384-3717)		20.26
	000015094564		07/28/2020	CALNET3-9391023469 (384-9337)		21.91
	000015094549		07/28/2020	AT&T Billing/384-4718 6/28 thru 7/27/20		21.91
Check	08/07/2020	95665	Accounts Payable	Bay Area Polygraph		300.00
	Invoice		Date	Description		Amount
	993		07/27/2020	Polygraph/A Campos-Lazaro 7/27/20		300.00
Check	08/07/2020	95666	Accounts Payable	Bear Electrical Solutions, Inc.		9,419.35
	Invoice		Date	Description		Amount
	10850		06/29/2020	Traffic Signal Maint Routine - CW		8,729.35
	10582		05/31/2020	Traffic Signal Maint Routine - CW (May)		250.00
	10629		05/29/2020	Traffic Signal Maint Routine - CW (May)		440.00
Check	08/07/2020	95667	Accounts Payable	Bound Tree Medical		552.09

Marina, CA LIVE

AP Check Register 08-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	83679281	06/30/2020		Medical Supplies		552.09
	08/07/2020	95668	Accounts Payable	Branch's Janitorial		2,235.00
Check	Invoice			Description		Amount
	227988	07/25/2020		Janitorial Service-Police/Fire July 2020		2,235.00
	08/07/2020	95669	Accounts Payable	California Department of Transportation		114.32
Check	Invoice			Description		Amount
	SL201092	07/20/2020		Singals & Lighting (Reservation Road)		114.32
	08/07/2020	95670	Accounts Payable	Capitol Barricade, Inc.		363.12
Check	Invoice			Description		Amount
	129115	07/29/2020		High intensity black, & Keep right Island		363.12
	08/07/2020	95671	Accounts Payable	Carmel Fire Protection Associates		200.00
Check	Invoice			Description		Amount
	120247	07/29/2020		BP TI - Plan review & Insp for Bakers Bacon 445 Reservation Road		200.00
	08/07/2020	95672	Accounts Payable	Carmel Roasters, Inc.		292.79
Check	Invoice			Description		Amount
	59412	07/02/2020		FD Coffee		292.79
	08/07/2020	95673	Accounts Payable	Cheryl Kent		960.00
Check	Invoice			Description		Amount
	2020-60	07/21/2020		Code Enforcement Investigations		960.00
	08/07/2020	95674	Accounts Payable	Cintas Corporation		71.17
Check	Invoice			Description		Amount
	4053064592	06/12/2020		Mat Service-Police/Fire 6/12/20		71.17
	08/07/2020	95675	Accounts Payable	CSG Consultants		102,013.75
Check	Invoice			Description		Amount
	30314	04/14/2020		Code Enforcement 3/1-3/27/2020		2,625.00
	30162	04/10/2020		Building Inspections 3/1-3/27/2020		4,777.50
	31791	07/24/2020		Building Inspections 6/1-6/30 2020		2,100.00
	31733	07/20/2020		CSG Eng: Seabreeze LMD (06/01/20 - 06/30/20)		560.00

User: Monika Collier

Pages: 3 of 9

8/6/2020 9:44:16 AM

AP Check Register 08-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	31734	07/20/2020		CSG Eng: Locke Paddon CFD (06/01/20 - 06/30/20)		1,565.00
	31735	07/20/2020		CSG - Monterey Bay Est LMD (06/01/20 - 06/30/20)		400.00
	B200520	05/04/2020		Plan Review 4/1-4/30/2020		813.75
	31736	07/20/2020		CSG Eng: Cypress Cove LMD (06/01/20 - 06/30/20)		400.00
	31737	07/20/2020		CSG Eng: (APR 1801) Annual Sts Resurfacing (06/01/20 - 06/30/20)		7,905.00
	30077	04/10/2020		CSG Eng: Stockade Demo (HSF 2102) (03/01/20 - 03/27/20)		6,080.00
	30078	04/10/2020		CSG Eng: Dunes Dr Boardwalk Repair (02/29/20 - 03/27/20)		320.00
	31738	07/20/2020		CSG Eng: R46B Imjin Pkwy (01/01/19 - 06/30/20)		1,440.00
	31739	07/20/2020		CSG Eng: R5 2nd Ave Ext (#713) (06/01/20 - 06/30/20)		6,160.00
	31740	07/20/2020		CSG Eng: Stockade Demo (HSF 2102) (06/01/20 - 06/30/20)		2,160.00
	31741	07/20/2020		CSG Eng: Dunes Dr Boardwalk Repair (06/01/20 - 06/30/20)		1,250.00
	30083	04/10/2020		CSG Eng: Engineering Prof Svc (#420) (03/01/20-03/27/20)		960.00
	31742	07/20/2020		CSG Eng: Permits/Development (06/01/20 - 06/30/20)		9,070.00
	31743	07/20/2020		CSG Eng: Staff Augmentation (06/01/20 - 06/30/20)		4,480.00
	31744	07/20/2020		CSG Eng: FORA (06/01/20 - 06/30/20)		160.00
	31747	07/20/2020		CSG Eng: TAMC (06/01/20 - 06/30/20)		960.00
	30574	05/11/2020		CSG Eng: FAE - DU2 - 1C Dunes Phas 2 (03/30/20 - 04/24/20)		1,187.50
	31751	07/20/2020		CSG Eng: SH5A Sea Haven - Plan Ck (06/01/20 - 06/30/20)		720.00
	31749	07/20/2020		CSG Eng: SH2 Sea Haven - Plan Ck (06/01/20 - 06/30/20)		480.00
	31748	07/20/2020		CSG Eng: FAE Svc - DU3 - 1C Phase 3 (06/01/20 - 06/30/20)		320.00
	31753	07/20/2020		CSG Eng: SH2 Sea Haven - Plan Ck (06/01/20 - 06/30/20)		1,700.00
	31756	07/20/2020		CSG Eng: SH2 Sea Haven - Plan Ck (06/01/20 - 06/30/20)		6,920.00
	31758	07/20/2020		CSG Eng: SH5A Sea Haven-Inspection (06/01/20 - 06/30/20)		3,500.00
	31759	07/20/2020		CSG Gen: PW Superintendent (06/01/20 - 06/30/20)		16,500.00
	31757	07/20/2020		CSG Eng: SH3A Sea Haven-Inspection (06/01/20 - 06/30/20)		13,500.00
	30092	04/10/2020		CSG Eng: C4 Cypress Gatlens - 3135 Sea Ave (03/01/20 - 03/27/20)		125.00
	31755	07/20/2020		CSG Eng: C3 Charles Apt - 3109 Seac Ave (06/01/20- 06/30/20)		250.00
	31754	07/20/2020		CSG Eng: C4 Cypress Gatlens - 3135 Seac Ave (06/01/20- 06/30/20)		500.00
	30093	04/10/2020		CSG Eng: C3 Charles Apt - 3109 Seac Ave (03/01/20- 03/27/20)		1,750.00
	31752	07/20/2020		CSG Eng: Permits/Selville THomes (06/01/20 - 06/30/20)		375.00
Check	08/07/2020	95676	Accounts Payable	East Bay Tire Co.		1,190.90
Invoice						Amount
	1655159	07/14/2020		Tire disposal fee & dismount & mount/balance tire - Unit 5401		1,190.90
Check	08/07/2020	95677	Accounts Payable	Epic Aviation		25,254.35

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AP Check Register 08-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	7335859		07/24/2020	Airport_AVGAS/100LL Fuel Purchase		25,254.35
	08/07/2020	95678	Accounts Payable	Graniterock/Pavex Construction		711,341.98
Check	Invoice			Description		Amount
	06-22-20		06/22/2020	Extend Taxiway B Construction_Contractor Progress Pmt. No.5		711,341.98
	08/07/2020	95679	Accounts Payable	Green Rubber-Kennedy AG		204.54
Check	Invoice			Description		Amount
	S-667575		07/27/2020	Hose Couplings for truck		204.54
	08/07/2020	95680	Accounts Payable	Hayon Inc,		300.00
Check	Invoice			Description		Amount
	04-01-2020PD		07/11/2020	Car Washes		150.00
	05-01-2020PD		07/11/2020	Car Washes		150.00
Check	Invoice			Description		Amount
	08/07/2020	95681	Accounts Payable	Kelly-Moore Paint Co.,Inc		626.40
Check	Invoice			Description		Amount
	802-00000745323		07/24/2020	Traffic Signal Mark white		626.40
	08/07/2020	95682	Accounts Payable	Liebert Cassidy Whitmore		23.50
Check	Invoice			Description		Amount
	1501908		06/30/2020	Case #E-MBASIA-2017-088		23.50
	08/07/2020	95683	Accounts Payable	Marina Coast Water District		7,075.00
Check	Invoice			Description		Amount
	000056005 071720		07/17/2020	000056 005 - Calif Ave. and Patton Pkwy (06/13/20 - 07/17/20)		82.30
	000056027 071720		07/17/2020	000056 027 - Center Med & ROW Calif Ave (06/13/20 - 07/17/20)		47.51
	000056007 071720		07/17/2020	000056 007 - Calif Ave Landscape (06/13/20 - 07/17/20)		82.30
	000056025 071720		07/17/2020	000056 025 - 327 Reindo- Los Arb Sprt Comp (06/13/20 - 07/17/20)		63.96
	000056016 071720		07/17/2020	000056 030 - Center Med. Reser-Ramada Inn (06/13/20 - 07/17/20)		33.99
	000056022 071720		07/17/2020	000056 022 - Ctr Median & Row Del Monte (06/13/20 - 07/17/20)		33.99
	000056001 071720		07/17/2020	000056 001 - 209-13 Cypress (06/13/20 - 07/17/20)		95.09
	000056019 071720		07/17/2020	000056 019 - 213 Hillcrest Ave, Comm Ctr (06/13/20 - 07/17/20)		956.20
	000056045 072420		07/24/2020	000056 045 - 3100 Preston Park Irrig (06/20/20 - 07/24/20)		5,461.29
	012016000 072420		07/24/2020	012016 000 - 199 Paddon Pl Locke Paddon (06/20/20 - 07/24/20)		78.09

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AP Check Register 08-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056046	072420	07/24/2020	000056 046 - 3100 Preston Park Bldg (06/20/20 - 07/24/20)		140.28
	08/07/2020	95684	Accounts Payable	Maynard Group Inc.		925.88
	Invoice		Date	Description		Amount
Check	P256725	08/01/2020		Platinum Service Maintenance Coverage/Citywide 8/1/20		925.88
	08/07/2020	95685	Accounts Payable	Monterey Auto Supply		971.15
	Invoice		Date	Description		Amount
Check	742617	07/23/2020		Veh - Maint Parts & Supply - Unit 576		46.97
	742294	07/22/2020		Veh - Maint Parts & Supply - Unit 95-01		27.29
	741964	07/21/2020		Veh - Maint Parts & Supply - Unit 550		896.89
Check	08/07/2020	95686	Accounts Payable	Monterey County Convention & Visitors Bureau		17,021.75
Check	Invoice		Date	Description		Amount
	15930	07/24/2020		Jurisdiction Investment - FY 20-21 Q1 (Jul-Sept. 2020)		17,021.75
	08/07/2020	95687	Accounts Payable	O'Reilly Auto Parts		31.67
Check	Invoice		Date	Description		Amount
	2631-115659	07/30/2020		Towing kit		31.67
	08/07/2020	95688	Accounts Payable	Office Depot		25.79
Check	Invoice		Date	Description		Amount
	2419884962	07/21/2020		Office Supplies		25.79
	08/07/2020	95689	Accounts Payable	Pacific Gas & Electric		6,573.11
Check	Invoice		Date	Description		Amount
	313-6.JUL20	07/27/2020		PG&E 6793435313-6		6,573.11
	08/07/2020	95690	Accounts Payable	Pacific Products & Services		1,858.34
Check	Invoice		Date	Description		Amount
	27112	07/20/2020		Perforated telespar & anchor welded - Traffic Signals		1,858.34
	08/07/2020	95691	Accounts Payable	PAPE		532.56
Check	Invoice		Date	Description		Amount
	12154562	07/17/2020		Veh - Maint Parts & Supply - Unit 592		127.86
	12154664	07/20/2020		Hydraulic, strainer & belt kit Unit 592		404.70

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AP Check Register 08-07-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/07/2020	95692	Accounts Payable	Robert R. Wellington		445.00
	Invoice		Date	Description		Amount
	25361		07/21/2020	Marina Municipal Airport Matters_June 2020		445.00
Check	08/07/2020	95693	Accounts Payable	Salinas Valley Pro Squad		1,168.87
	Invoice		Date	Description		Amount
	307022		06/15/2020	Parra - Police Uniforms and Equipment		977.79
	307789		06/22/2020	Uniforms Pants		81.88
	308413		07/02/2020	Uniforms and Equipment		109.20
Check	08/07/2020	95694	Accounts Payable	Save The Whales		24,606.23
	Invoice		Date	Description		Amount
	7		06/30/2020	Storm Water Program -NPDES (03/01/20 -06/30/20)		24,606.23
Check	08/07/2020	95695	Accounts Payable	SpeakWrite		587.33
	Invoice		Date	Description		Amount
	cd259611		08/03/2020	Transcription Service/Patrol July 2020		587.33
Check	08/07/2020	95696	Accounts Payable	Tartaglia Engineering		83,594.80
	Invoice		Date	Description		Amount
	02GCS_2020		07/22/2020	Airport_General Consulting Services		3,930.00
	06ETBCONST		06/15/2020	Extend Taxiway B Construction - FAA Grant Project		37,559.45
	07ETBCONST		07/22/2020	Extend Taxiway B Construction - FAA Grant Project		42,105.35
Check	08/07/2020	95697	Accounts Payable	Taygeta Scientific, Inc.		3,507.64
	Invoice		Date	Description		Amount
	000423-R-0020		08/01/2020	Network Defense/Aug20		2,000.00
	000620		07/23/2020	NAS Backup-TracNet 7/23/20		1,507.64
Check	08/07/2020	95698	Accounts Payable	TechRx Technology Services		1,000.98
	Invoice		Date	Description		Amount
	8668		06/29/2020	Install wall mount - Corp Yard		142.03
	8610		06/30/2020	Web Cameras		225.28
	8609		06/30/2020	Web Cameras		546.27
	8607		06/30/2020	Bluetooth Keyboard and Mouse		87.40
Check	08/07/2020	95699	Accounts Payable	Toshiba Financial Services		409.69

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AP Check Register 08-07-20

Bank Account: 905 - Chase - Checking
Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	420321473		07/28/2020	Copier Maintenance/Patrol 7/28/20		409.69
	08/07/2020	95700	Accounts Payable	Tri County Fire Protection		837.20
	Invoice			Description		Amount
Check	HP52911		07/23/2020	Fire protection inspection - Corp Yard		301.53
	HP52872		07/23/2020	Inspection Fire extinguisher - Airport 761 Neeson Rd		535.67
	08/07/2020	95701	Accounts Payable	Valley Saw & Garden Equipment		347.78
	Invoice			Description		Amount
Check	241777		07/30/2020	Gallon bar oil		24.01
	241776		07/30/2020	Trimmer line premium & air filter - Con labor		323.77
	08/07/2020	95702	Accounts Payable	Verizon Wireless		1,113.52
	Invoice			Description		Amount
Check	9858997647		07/18/2020	PW Crew, Airport & Bldg Insp - Cell Phones		732.27
	9858924344		07/18/2020	Cell Phone Service/Anderson 6/19 thru 7/18/20		38.01
	9856875411		06/18/2020	Cell Phone Service/Anderson 5/19 thru 6/18/20		38.01
	9859459450		07/25/2020	FD Mobile Charges - Jun 26- Jul 25, 2020		305.23
Check	08/07/2020	95703	Accounts Payable	Wallace Group, Inc.		6,099.40
	Invoice			Description		Amount
	50884		06/02/2020	Program Management - Airport Capital Projects		1,002.50
	51108		06/25/2020	Program Management - Airport Capital Projects		2,357.50
Check	51291		07/24/2020	Program Management - Airport Capital Projects		2,739.40
	08/07/2020	95704	Accounts Payable	Wex Bank		35.76
	Invoice			Description		Amount
	66559861		07/23/2020	Gas Billing 7/23/20		35.76
Check	08/07/2020	95705	Accounts Payable	Marina Employees Association		155.00
	Invoice			Description		Amount
	07-24-20		07/24/2020	24 - MEA Dues		155.00
	08/07/2020	95706	Accounts Payable	Marina Professional Fire Fighters Association		300.00
Check	Invoice			Description		Amount

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AP Check Register 08-07-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 08/07/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	07-24-20		07/24/2020	35 - MPFFA Dues		300.00
	08/07/2020	976	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,847.50
	Invoice		Date	Description		Amount
	20-16		07/31/2020	Services 07-20/07-30-20		3,847.50
EFT	08/07/2020	977	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice		Date	Description		Amount
	07-24-20		07/24/2020	23 - MPOA Dues		250.00
EFT	08/07/2020	978	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice		Date	Description		Amount
	07-24-20		07/24/2020	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$1,021,690.50

Transactions: 52

Checks: 49 \$1,016,243.00
 EFTs: 3 \$5,447.50

AP Check Register 08-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	08/14/2020	95707	Accounts Payable	A-1 Sweeping Service		2,097.50
	Invoice		Date	Description		Amount
	JUL2020		07/31/2020	Airport Contract Sweeping Service		2,097.50
Check	08/14/2020	95708	Accounts Payable	Ace Hardware		23.85
	Invoice		Date	Description		Amount
	075542		08/03/2020	Washers for new engine & hammer for 1998		23.85
Check	08/14/2020	95709	Accounts Payable	Ace Hardware		184.94
	Invoice		Date	Description		Amount
	075536		08/03/2020	Spray paint		7.65
	075446		07/28/2020	B514_Repair Exterior Hose Connection		17.24
	075561		08/05/2020	Staple T25, 5/16 T & gun HD		70.97
	075567		08/05/2020	Bldg & Grnd - material & supply		5.10
	075577		08/06/2020	Screw dry & knife blades PK50 - Superintendent Office		26.38
	075572		08/05/2020	Conn set, couple screw set & box set - Superintendent Office		6.30
	075594		08/07/2020	Joint Tape		4.36
	075601		08/07/2020	Bldg & Grnd - material & supply		46.94
Check	08/14/2020	95710	Accounts Payable	Advantage Gear		961.70
	Invoice		Date	Description		Amount
	34261-1		08/04/2020	Uniform for J. Abraham and R. Lopez		961.70
Check	08/14/2020	95711	Accounts Payable	Altius Medical		143.00
	Invoice		Date	Description		Amount
	14610		07/29/2020	On call Medical Waste Serv - Biohazard Waste Disposal Station 2		99.00
	14609		07/29/2020	On call Medical Waste Serv - Biohazard Waste Disposal Station 1		44.00
Check	08/14/2020	95712	Accounts Payable	American Supply Co.		1,243.59
	Invoice		Date	Description		Amount
	2901883		07/17/2020	Airport Janitorial Supplies		656.37
	2886015		03/26/2020	Cleaning Supplies - sanitizer & wipes (COVID -19)		587.22
Check	08/14/2020	95713	Accounts Payable	AmorerLink		3,200.00
	Invoice		Date	Description		Amount

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AP Check Register 08-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	1804220		08/07/2020	Partial Subscription 03/01/20 through 06/30/20		800.00
	1804218		06/01/2020	Firearms Management Annual Subscription 7/01/20 through 7/01/21		2,400.00
	08/14/2020	95714	Accounts Payable	Aramark Uniform Service		180.41
Check	Invoice		Date	Description		Amount
	760918896		08/05/2020	Uniform Service - Public Works Crew		80.54
	760918895		08/05/2020	Uniform Service - Public Works Crew		41.32
Check	760918894		08/05/2020	Uniform Service - Public Works Crew		58.55
	08/14/2020	95715	Accounts Payable	AT & T		159.83
	Invoice		Date	Description		Amount
Check	07-27-20		07/27/2020	AT&T Billing/U-Verse (Phone System Backup) 7/27/20		159.83
	08/14/2020	95716	Accounts Payable	AT & T		108.33
	Invoice		Date	Description		Amount
Check	000015094536		07/28/2020	Phone Service for Fire Alarm Systems_B533		42.18
	000015094537		07/28/2020	Phone Service for Fire Alarm Systems_B524		42.18
	000015094542		07/28/2020	Phone Service for AWOS		23.97
Check	08/14/2020	95717	Accounts Payable	Bound Tree Medical		338.68
	Invoice		Date	Description		Amount
Check	83717358		07/30/2020	Blue gowns and surgical masks		338.68
	08/14/2020	95718	Accounts Payable	Burton's Fire, Inc.		511.65
	Invoice		Date	Description		Amount
Check	W 79041		08/07/2020	Fabricated box for ram mount, on new engine		511.65
	08/14/2020	95719	Accounts Payable	Carmel Fire Protection Associates		1,000.00
	Invoice		Date	Description		Amount
Check	120248		07/29/2020	Plan registration and inspection - 476 McKinley Drive		200.00
	120249		07/29/2020	Plan registration and inspection - 475 Hood Way		200.00
	120250		07/29/2020	Plan registration and inspection - 477 Hood Way		200.00
Check	120251		07/29/2020	Plan registration and inspection - 479 Hood Way		200.00
	120252		07/29/2020	Plan registration and inspection - 481 Hood Way		200.00
	08/14/2020	95720	Accounts Payable	Cintas Corporation		71.17
Check	Invoice		Date	Description		Amount

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Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	4058142733			Mat Service-Police/Fire 8/7/20		71.17
	08/14/2020	95721	Accounts Payable	Petty Cash		1,741.98
	Invoice		Date	Description		Amount
Check	08-03-20			Replenish Petty Cash		1,741.98
	08/14/2020	95722	Accounts Payable	Civicplus		2,864.56
	Invoice		Date	Description		Amount
Check	200136_City			City Website Hosting Services_City		2,864.56
	08/14/2020	95723	Accounts Payable	Code Publishing Inc.		181.50
	Invoice		Date	Description		Amount
Check	67317			MMC Web Update - Ord 2020-02		181.50
	08/14/2020	95724	Accounts Payable	Comcast		68.79
	Invoice		Date	Description		Amount
Check	07-26-20			Cable Service-Police/Fire 8/4 thru 9/3/20		68.79
	08/14/2020	95725	Accounts Payable	Commercial Environment Landscape		3,333.33
	Invoice		Date	Description		Amount
Check	2796-0720			Airport Landscape Services_Jul. 20		3,333.33
	08/14/2020	95726	Accounts Payable	Consolidated Electrical Distributors, Inc.		269.29
	Invoice		Date	Description		Amount
Check	4914-585260			2 Replacement Electric Panel Breakers		269.29
	08/14/2020	95727	Accounts Payable	Cordico Psychological Corporation		800.00
	Invoice		Date	Description		Amount
Check	4208			Parra - Pre-Employment Psychological Evaluation		400.00
	4132			Gamboa - Pre-Employment Psychological Evaluation		400.00
	08/14/2020	95728	Accounts Payable	CSG Consultants		250.00
Check	31750			CSG Eng: FAE - DU2 - 1C Dunes Phas 2 (06/01/20 - 06/30/20)		250.00
	08/14/2020	95729	Accounts Payable	Dave's Repair Service		122.50
	Invoice		Date	Description		Amount

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Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	31862		07/13/2020	Monthly Site Inspections & designated ops		122.50
	08/14/2020	95730	Accounts Payable	Diablo Engineering Group		2,039.58
	Invoice		Date	Description		Amount
Check	1916		08/07/2020	2nd Ave Extension & Patton Pkwy (R5) (07/01/20 - 07/31/20)		2,039.58
	08/14/2020	95731	Accounts Payable	Emergency Vehicle Specialists		125.00
	Invoice		Date	Description		Amount
Check	11543		08/06/2020	Emergency Equipment Repair/Service		125.00
	08/14/2020	95732	Accounts Payable	Enterprise FM Trust		534.67
	Invoice		Date	Description		Amount
Check	FBN4014735		08/05/2020	Enterprise FM Trust: Monthly Lease Charges (Voyager)		534.67
	08/14/2020	95733	Accounts Payable	Ergometrics & Applied Pers. Research		425.59
	Invoice		Date	Description		Amount
Check	138602		07/30/2020	FireTEAM Testing - Entry Level Firefighter (12)		425.59
	08/14/2020	95734	Accounts Payable	Farella Braun & Martel LLP		63,263.88
	Invoice		Date	Description		Amount
Check	345765		04/28/2020	Professional Services - MPWSP - March 2020		63,263.88
	08/14/2020	95735	Accounts Payable	Fastenal Company		1,343.15
	Invoice		Date	Description		Amount
Check	CASEA99638		07/15/2020	Large Gloves - COVID 19 Response		129.46
	CASEA99607		07/13/2020	Bldg & Grnd - material & supply		559.98
	CAEA99868		07/31/2020	Wipes - for all city employees - COVID 19 Response		435.25
	CAEA99675		07/31/2020	Premium Spray sock & gloves-TC & Bldg & Grnds-COVID 19 Response		218.46
Check	08/14/2020	95736	Accounts Payable	First Alarm		133.07
	Invoice		Date	Description		Amount
Check	557285		07/21/2020	Alarm Battery Replacement - 327 Reindollar Ave		133.07
	08/14/2020	95737	Accounts Payable	Gavilan Pest Control		260.00
	Invoice		Date	Description		Amount
	0132090		07/31/2020	Pest Control Svc - Preston Park Sports Field		180.00
	0132016		07/31/2020	Pest Control Svc @ Shoemaker & Locke Paddon Pond		80.00

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Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/14/2020	95738	Accounts Payable	Green Rubber-Kennedy AG		200.10
	Invoice		Date	Description		Amount
	S-667932	07/30/2020		Mill Hose DJ & Coupling - Unit 599		200.10
Check	08/14/2020	95739	Accounts Payable	Home Depot Credit Service		581.58
	Invoice		Date	Description		Amount
	08-03-20	08/03/2020		Bldg & Grnd - material & supply		380.22
	08-06-20	08/06/2020		Bldg & Grnd - material & supply		124.91
	08-10-20	08/10/2020		TP200 Hopgun		76.45
Check	08/14/2020	95740	Accounts Payable	Hydro Turf		33.73
	Invoice		Date	Description		Amount
	I736614	07/24/2020		Equipment Cleaner for Airport Sprayer		33.73
Check	08/14/2020	95741	Accounts Payable	Kimley-Horn & Associates		35,164.79
	Invoice		Date	Description		Amount
	097789006-0420	05/26/2020		Prelim Eng - CCIP R46B: Imj Pkwy Wid Proj (04/01/20-04/30/20)		8,470.13
	097789006-0520	06/29/2020		Prelim Eng - CCIP R46B: Imj Pkwy Wid Proj (05/01/20 - 05/31/20)		9,974.83
	17057520	07/31/2020		Annual Street Resurfacing Project (07/01/20 - 07/31/20)		4,807.00
	17057519	07/31/2020		Annual Street Resurfacing Project (07/01/20 - 07/31/20)		1,938.00
	097789006-520	06/29/2020		Preliminary Eng-CCIP R46B: Imj Pkwy Wide Pro (05/01/20-05/30/20)		9,974.83
Check	08/14/2020	95742	Accounts Payable	KP Public Affairs, LLC		10,000.00
	Invoice		Date	Description		Amount
	40863	07/31/2020		Professional Services - MPWSP - July 2020		10,000.00
Check	08/14/2020	95743	Accounts Payable	L.N. Curtis & Sons		2,082.10
	Invoice		Date	Description		Amount
	INV410851	07/31/2020		Yellow Forestry Hose		2,082.10
Check	08/14/2020	95744	Accounts Payable	Language Line, LLC		60.03
	Invoice		Date	Description		Amount
	4856996	07/31/2020		Translation Service/Patrol 7/31/20		60.03
Check	08/14/2020	95745	Accounts Payable	Lexis Nexis Risk Solutions		300.00
	Invoice		Date	Description		Amount

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AP Check Register 08-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	20200731	07/31/2020		Data Retrieval/Investigations 7/1 thru 7/31/20		150.00
	20200630	06/30/2020		Data Retrieval/Investigations 6/1 thru 6/30/20		150.00
	08/14/2020	95746	Accounts Payable	Mallory Safety And Supply		165.94
	Invoice	Date	Description			Amount
Check	4888087	08/03/2020		Gloves (PPE) - COVID 19 Response		165.94
	08/14/2020	95747	Accounts Payable	Marina Coast Water District		1,764.74
	Invoice	Date	Description			Amount
	000056094	07/24/2020		000056 094 - 2660 5th Ave (06/20/20 - 07/24/20)		408.68
	000056040	07/24/2020		000056 040 - Center Median Hilo Ave (06/20/20 - 07/24/20)		198.06
	000056028	07/24/2020		000056 028 - ROW Calif Ave and Jerry (06/20/20 - 07/24/20)		211.99
	000056061	07/24/2020		000056 061 - Seaside Ct. & Reservation Rd (06/20/20 - 07/24/20)		55.95
	000056042	07/24/2020		000056 024 - Ctr Med Del Mon Blvd/Palm Ave (06/20/20 - 07/24/20)		89.06
	000056090	07/24/2020		000056 090 - Locke Padd Park (06/20/20 - 07/24/20)		55.95
	0000056006	07/24/2020		000056 006 - 188 Seaside Circle (06/20/20 - 07/24/20)		72.94
	000056036	07/31/2020		000056 036 - Center Median 2nd Ave (07/01/20 - 07/31/20)		158.41
	000056037	07/31/2020		000056 037 - 2nd Avenue Irrigation (07/01/20 - 07/31/20)		158.41
	000056095	07/31/2020		000056 095 - 2nd Ave Median (07/01/20 - 07/31/20)		355.29
	08/14/2020	95748	Accounts Payable	Monterey Auto Supply		119.82
	Invoice	Date	Description			Amount
	744776	07/30/2020		Veh - Maint Parts & Supply - Unit 520		45.33
	742675	07/23/2020		Veh - Maint Parts & Supply - Unit 612		(6.83)
	745124	07/31/2020		Veh - Maint Parts & Supply - Unit 550		81.32
Check	08/14/2020	95749	Accounts Payable	Monterey Bay Air Resources District		791.00
	Invoice	Date	Description			Amount
Check	2796-073120	07/31/2020		Annual Renewal - 208 Palm Ave & 3040 Lake Ct - Toxics		791.00
	08/14/2020	95750	Accounts Payable	Monterey County - Emergency Communications		499,087.70
Check	Invoice	Date	Description			Amount
	07-28-20 A	07/28/2020		FY2019/20 Dispatch Service-Police/Fire 7/28/20		458,285.22
	07-28-20 B	07/28/2020		FY2019/20 NGEN Debt Service-Police/Fire 7/28/20		40,802.48
	08/14/2020	95751	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		5,256.59

Marina, CA LIVE

AP Check Register 08-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	1393A-IN		07/31/2020	Unleaded Fuel (1500 gal)		3,769.08
	1394A-IN		07/31/2020	Diesel Fuel (600 gal)		1,487.51
	08/14/2020	95752	Accounts Payable	Monterey Environmental Solutions & Services		2,950.00
Check	Invoice			Description		Amount
	1961B		04/27/2020	8th St & 2nd Ave Barracks Demolition (FORA CARETAKER)- Retention		2,950.00
	08/14/2020	95753	Accounts Payable	Monterey One Water		562.93
	Invoice			Description		Amount
	12-000009	073120	07/31/2020	12-000009 - 208 Palm Ave (07/01/20 - 08/31/20)		106.00
	12-001627	083120	07/31/2020	12-001627 - 211 Hillcrest Ave (07/01/20 - 08/31/20)		116.60
	12-001708	073120	07/31/2020	12-001708 - 304 Hillcrest Ave (07/01/20 - 08/31/20)		29.15
	12-003245	073120	07/31/2020	12-003245 - 0 Cardoza Ave-Abdy Way (07/01/20 - 08/31/20)y		26.50
	13-000143	073120	07/31/2020	13-000143 - 3220 Imjin Rd (07/01/20 - 08/31/20)		15.90
	12-003451	073120	07/31/2020	12-003451 - 0 Seaside Ave & Reservation Rd (07/01/20 - 07/31/20)		30.28
	13-000328	073120	07/31/2020	13-000328 - 4th Ave & DX Dr (07/01/20 - 07/31/20)		159.00
	12-003949	073120	07/31/2020	12-003949 - 209 - 213 Cypress Ave #032311033 (07/01/20-07/31/20)		53.00
	12-000192	073120	07/31/2020	12-000192 - 3200 Del Monte Blvd (07/01/20-07/31/20)		26.50
	08/14/2020	95754	Accounts Payable	New Image Landscape Co.		2,140.00
	Invoice			Description		Amount
	119787		07/31/2020	Landscaping		2,140.00
	08/14/2020	95755	Accounts Payable	Newton Bros. Tire & Auto		110.00
	Invoice			Description		Amount
Check	416782		06/04/2020	4 wheel alignment - Unit 897		110.00
	08/14/2020	95756	Accounts Payable	Northern Safety Co., Inc.		118.30
	Invoice			Description		Amount
	904088453		08/04/2020	Clear Face shields - COVID 19 Response		118.30
Check	08/14/2020	95757	Accounts Payable	Office Depot		34.24
	Invoice			Description		Amount
	105522244001		07/13/2020	Office Supplies-Finance		34.24

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AP Check Register 08-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/14/2020	95758	Accounts Payable	Office Depot		124.94
	Invoice		Date	Description		Amount
	111084251001		07/28/2020	Office Supplies - Engineering		124.94
Check	08/14/2020	95759	Accounts Payable	Pacific Truck Parts		314.02
	Invoice		Date	Description		Amount
	1818226		03/03/2020	Camo LED flood lamp		98.27
	1826213		07/24/2020	Veh - Maint Parts & Supply - Unit 612		81.59
	1826212		07/24/2020	E-6 valve - Unit 612		134.16
Check	08/14/2020	95760	Accounts Payable	Peninsula Welding & Medical Supply		28.31
	Invoice		Date	Description		Amount
	202241		07/31/2020	Non - liquid cylinders - Unit 612		12.90
	202567		07/31/2020	Finance charge		1.35
	200086		05/31/2020	Non - liquid cylinders - Unit 612		12.90
	200419		05/31/2020	Finance charge		1.16
Check	08/14/2020	95761	Accounts Payable	Pure H2O		163.84
	Invoice		Date	Description		Amount
	13249		08/01/2020	Water Cooler Service-Police/Fire 8/1/20		163.84
Check	08/14/2020	95762	Accounts Payable	Quill Corporation		762.71
	Invoice		Date	Description		Amount
	8992383		07/27/2020	Office Supplies/Records 07/27/2020		35.81
	8958573		07/27/2020	Office Supplies/Records 07/27/2020		62.49
	8954768		07/24/2020	Office Supplies/Records 07/24/2020		58.98
	8955531		07/24/2020	Office Supplies/Records 07/24/2020		20.27
	8958609		07/27/2020	Office Supplies/Patrol 07/27/2020		45.01
	8955233		07/24/2020	Office Supplies/Records 07/24/2020		80.40
	8992499		07/27/2020	Office Supplies/Records 07/27/2020		120.05
	9043888		07/29/2020	Office Supplies/Records 07/29/2020		45.01
	9001384		07/28/2020	Office Supplies/Records 07/28/2020		22.75
	9080407		07/29/2020	Office Supplies/Records 07/29/2020		192.23
	9090164		07/30/2020	Office Supplies/Records 07/30/2020		79.71
Check	08/14/2020	95763	Accounts Payable	Salinas Valley Pro Squad		977.79

Marina, CA LIVE

AP Check Register 08-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	307726			Police Uniforms and Equipment		977.79
	08/14/2020	95764	Accounts Payable	Sierra Springs & Alhambra		60.73
	Invoice			Description		Amount
Check	9696351 080120			Corp Yard - Sierra Spring - Water Svc		60.73
	08/14/2020	95765	Accounts Payable	Stordok		100.00
	Invoice			Description		Amount
Check	53543314			Document Shredding Services - City Hall		50.00
	53543669			Document Shredding Services - City Hall		50.00
	08/14/2020	95766	Accounts Payable	TechRx Technology Services		10,049.89
	Invoice			Description		Amount
Check	8688			UPS Battery CDD Network Closet		136.56
	8690			Widescreen Monitor for Finance Payroll Office		207.58
	8708			Veeam Virtual Backup Monthly Subscription - August 2020		324.00
	8711			Ninite Monthly Subscription - August 2020		112.50
	8733			IT Support - July 2020		8,160.00
	8704			Amazon Glacier Terabyte Storage - May-July 2020		1,109.25
	08/14/2020	95767	Accounts Payable	Toshiba Financial Services		817.20
	Invoice			Description		Amount
Check	420624876			Copier Maintenance/Records 7/29 thru 8/29/20		817.20
	08/14/2020	95768	Accounts Payable	Trudoor, LLC		85.28
	Invoice			Description		Amount
Check	23397			B510_Final Charges for Replacement of 4 Exterior Doors		85.28
	08/14/2020	95769	Accounts Payable	U.S. Bank Equipment Finance		216.32
	Invoice			Description		Amount
Check	420333148			CDD Copier Lease Payment - August 2020		216.32
	08/14/2020	95770	Accounts Payable	United Parcel Service		15.11
	Invoice			Description		Amount
	00008Y4481310			Shipping charges to DR Associates		15.11

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Marina, CA LIVE
AP Check Register 08-14-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/14/2020	95771	Accounts Payable	Valley Saw & Garden Equipment		225.81
	Invoice		Date	Description		Amount
	242070	08/03/2020		Weed Eater/Weed Abatement Supplies		225.81
Check	08/14/2020	95772	Accounts Payable	Wald, Ruhnke & Dost Architects, LLP		522.50
	Invoice		Date	Description		Amount
	2008401	06/30/2020		On-Call Architect Services_B533 Improvements		522.50
Check	08/14/2020	95773	Accounts Payable	Wallace Group, Inc.		22,656.58
	Invoice		Date	Description		Amount
	51344	07/31/2020		Wallace PM: On-Call Svc (06/01/20 - 06/30/20)		22,656.58
Check	08/14/2020	95774	Accounts Payable	Zoom Imaging Solutions		371.07
	Invoice		Date	Description		Amount
	IN1548215	07/30/2020		Toner/Records 7/30/20		21.09
	IN1554037	08/04/2020		Toner/Admin 8/4/20		13.53
	IN1545395	07/29/2020		MeterRead Maintenance/Records 7/29/20		107.92
	IN1542814	07/28/2020		MeterRead Maintenance/Patrol 7/28/20		228.53
Check	08/14/2020	95775	Accounts Payable	Marina Employees Association		155.00
	Invoice		Date	Description		Amount
	08-07-20	08/07/2020		24 - MEA Dues		155.00
Check	08/14/2020	95776	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	Invoice		Date	Description		Amount
	08-07-20	08/07/2020		35 - MPFFA Dues		300.00
Check	08/14/2020	95777	Accounts Payable	Premier Access Insurance		2,627.00
	Invoice		Date	Description		Amount
	08-01-20	08/01/2020		101 - Dental EE+1*		5,193.42
	08-01-20.	08/01/2020		Dental Claim (08/2020)		(2,566.42)
Check	08/14/2020	95778	Accounts Payable	Vision Service Plan		1,938.85
	Invoice		Date	Description		Amount
	08-01-20	08/01/2020		103 - Vision EE*		1,894.06
	08-01-20.	08/01/2020		VSP Adjustment (08/2020)		44.79

AP Check Register 08-14-20

Bank Account: 905 - Chase - Checking

Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	08/14/2020	1014	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice		Date	Description		Amount
	08-07-20		08/07/2020	23 - MPOA Dues		250.00
EFT	08/14/2020	1015	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice		Date	Description		Amount
	08-07-20		08/07/2020	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$693,618.08
Transactions: 74						

Checks: 72 \$692,018.08

EFTs: 2 \$1,600.00

Marina, CA LIVE

SA Check Register 08-14-20

Bank Account: 921 - Chase - Successor Agency
Batch Date: 08/14/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	08/14/2020	52	Accounts Payable	Civicplus		318.28
	Invoice			Description		Amount
	200136_SA			City Website Hosting Services_SA		318.28
921 Chase - Successor Agency Totals:						\$318.28
Checks: 1						\$318.28
Transactions: 1						

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 6/1/2020 - To Payment Date: 6/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking									
<u>EFT</u>									
825	06/01/2020	Open			Accounts Payable	PERS Health Services Division	\$81,080.80		
826	06/01/2020	Open			Accounts Payable	PERS Health Services Division	\$6,651.59		
835	06/01/2020	Open			Accounts Payable	Standard Insurance Company	\$1,049.16		
836	06/01/2020	Open			Accounts Payable	Standard Insurance Company	\$34.10		
837	06/01/2020	Open			Accounts Payable	Standard Insurance Company	\$24.99		
838	06/01/2020	Open			Accounts Payable	Standard Insurance Company	\$796.70		
842	06/02/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,204.57		
843	06/02/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$820.57		
845	06/02/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$416.04		
846	06/02/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,905.41		
847	06/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$100.00		
848	06/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$13.86		
849	06/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$99.00		
850	06/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$424.39		
851	06/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$333.25		
853	06/04/2020	Open			Accounts Payable	Invoice Cloud, Inc.	\$75.00		
858	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$125.34		
859	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$60.60		
860	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$282.27		
861	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$53.76		
862	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$585.00		
863	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,350.31		
864	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$89.54		
865	06/12/2020	Open			Accounts Payable	Richard B. Standridge	\$3,372.50		
866	06/12/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$240.00		
867	06/12/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,296.00		
868	06/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$826.97		
871	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,883.91		
872	06/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$113.96		
873	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$20.00		
874	06/09/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$229.19		
875	06/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$343.71		
876	06/01/2020	Open			Accounts Payable	Standard Insurance Company	\$2,201.78		
877	06/01/2020	Open			Accounts Payable	Standard Insurance Company	\$27.19		
879	06/01/2020	Open			Accounts Payable	Premier Access Insurance - Dept. 34114	\$269.50		
880	06/17/2020	Open			Accounts Payable	CalPERS	\$1,157.67		
881	06/12/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$313.57		
882	06/26/2020	Open			Accounts Payable	Richard B. Standridge	\$3,372.50		
883	06/26/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$240.00		
884	06/26/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,296.00		
885	06/12/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,065.26		
886	06/12/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,451.52		
887	06/12/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$11.44		
888	06/26/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,035.75		
889	06/26/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,451.52		
890	06/29/2020	Open			Accounts Payable	California State Controller's Office	\$19.00		

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 6/1/2020 - To Payment Date: 6/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
891	06/29/2020	Open			Accounts Payable	California Dept. of Tax & Fee Administration	\$99.00		
895	06/30/2020	Open			Accounts Payable	CalPERS	\$984.00		
896	06/30/2020	Open			Accounts Payable	CalPERS	\$940.80		
897	06/30/2020	Open			Accounts Payable	CalPERS	\$600.00		
898	06/30/2020	Open			Accounts Payable	CalPERS	\$518.40		
899	06/30/2020	Open			Accounts Payable	CalPERS	\$1,857.60		
900	06/30/2020	Open			Accounts Payable	First Data EMPS	\$89.28		
901	06/30/2020	Open			Accounts Payable	Hinderlitter, de Llamas & Associates	\$617.37		
902	06/30/2020	Open			Accounts Payable	Division of the State Architect	\$8.80		
903	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Divas Beauty Salon and Spa	\$4,000.00	\$4,000.00	\$0.00
904	06/30/2020	Reconciled		05/31/2020	Accounts Payable	James Kocher	\$2,000.00	\$2,000.00	\$0.00
905	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Banan Elhajj	\$700.00	\$700.00	\$0.00
906	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Siam Marina Thai Cuisine	\$8,300.00	\$8,300.00	\$0.00
907	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Ofelia Torres	\$2,000.00	\$2,000.00	\$0.00
908	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Lydia Lee	\$1,800.00	\$1,800.00	\$0.00
909	06/30/2020	Open			Accounts Payable	Arlene Bautista	\$2,000.00	\$1,800.00	\$0.00
910	06/30/2020	Open			Accounts Payable	Margaret Bernier	\$2,000.00		
911	06/30/2020	Open			Accounts Payable	Joy Rustan	\$700.00		
912	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,277.05		
913	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$2,162.73		
914	06/12/2020	Open			Accounts Payable	CalPERS	\$85,949.22		
915	06/12/2020	Open			Accounts Payable	CalPERS	(\$0.05)		
916	06/30/2020	Open			Accounts Payable	Berkadia	\$97,518.90		
917	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Michi Japanese Restaurant	\$10,000.00	\$10,000.00	\$0.00
918	06/30/2020	Open			Accounts Payable	I'm Thai Cuisine	\$10,000.00		
919	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Park Avenue Styles	\$10,000.00	\$10,000.00	\$0.00
920	06/30/2020	Reconciled		05/31/2020	Accounts Payable	Poke Bar	\$10,000.00	\$10,000.00	\$0.00
921	06/30/2020	Reconciled		05/31/2020	Accounts Payable	360 Health Cafe	\$10,000.00	\$10,000.00	\$0.00
922	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$1,710.00		
923	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$537.18		
924	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$33.26		
925	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$136.56		
926	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$58.80		
927	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$562.85		
928	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$308.16		
929	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$36.50		
931	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$380.04		
932	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$911.97		
933	06/26/2020	Open			Accounts Payable	CalPERS	\$83,807.86		
934	06/26/2020	Open			Accounts Payable	CalPERS	(\$0.07)		
935	06/30/2020	Open			Accounts Payable	CalPERS	\$902.40		
941	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$197.78		
942	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$203.55		
943	06/22/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$225.00		
946	06/30/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$121.00		
954	06/30/2020	Open			Accounts Payable	Invoice Cloud, Inc.	\$75.00		
955	06/30/2020	Open			Accounts Payable	First Data EMPS	\$89.90		
959	06/30/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$270.00		
Type EFT Totals:							\$483,506.03	\$58,800.00	\$0.00

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 6/1/2020 - To Payment Date: 6/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking Totals									
EFTs									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		84		\$424,706.03		\$0.00	
		Reconciled		10		\$58,800.00		\$58,800.00	
		Voided		0		\$0.00		\$0.00	
		Total		94		\$483,506.03		\$58,800.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		84		\$424,706.03		\$0.00	
		Reconciled		10		\$58,800.00		\$58,800.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		94		\$483,506.03		\$58,800.00	
Grand Totals:									
EFTs									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		84		\$424,706.03		\$0.00	
		Reconciled		10		\$58,800.00		\$58,800.00	
		Voided		0		\$0.00		\$0.00	
		Total		94		\$483,506.03		\$58,800.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		84		\$424,706.03		\$0.00	
		Reconciled		10		\$58,800.00		\$58,800.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		94		\$483,506.03		\$58,800.00	

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 6/1/2020 - To Payment Date: 6/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
913 - Chase - Payroll ZBA									
<u>EFT</u>									
7789	06/12/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
7790	06/12/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$67,657.68	\$67,657.68	\$0.00
7791	06/12/2020	Open			Accounts Payable	Employment Development Department	\$21,174.89	\$21,174.89	\$0.00
7792	06/12/2020	Open			Accounts Payable	ICMA Retirement Trust	\$8,724.68	\$8,724.68	\$0.00
7793	06/12/2020	Open			Accounts Payable	Nationwide Retirement	\$3,338.80	\$3,338.80	\$0.00
7794	06/12/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
7926	06/26/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
7927	06/26/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$68,655.59	\$68,655.59	\$0.00
7928	06/26/2020	Open			Accounts Payable	Employment Development Department	\$21,045.59	\$21,045.59	\$0.00
7929	06/26/2020	Open			Accounts Payable	ICMA Retirement Trust	\$8,630.01		
7930	06/26/2020	Open			Accounts Payable	Nationwide Retirement	\$3,615.01		
7931	06/26/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
Type EFT Totals:							\$207,146.95	\$194,901.93	\$0.00
913 - Chase - Payroll ZBA Totals							\$207,146.95	\$194,901.93	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$207,146.95	\$194,901.93
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$207,146.95	\$194,901.93

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$207,146.95	\$194,901.93
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$207,146.95	\$194,901.93

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$207,146.95	\$194,901.93
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$207,146.95	\$194,901.93
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$207,146.95	\$194,901.93
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$207,146.95	\$194,901.93



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
August 18, 2020

MINUTES

Tuesday, June 23, 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 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. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

1. 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. 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~~

~~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.~~
- ~~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, 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, 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, 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, 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, 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, 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, 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: None~~

~~i. MAPS: None~~

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

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

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

~~l. APPROVE ORDINANCES (WAIVE SECOND READING): None~~

~~m. APPROVE APPOINTMENTS: None~~

~~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.~~
- ~~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, 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.~~

~~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. 2020-77**, establishing appropriations limit for FY 2020-21.

Council Questions: What is the basis of the population numbers, what population count are we relying on? How does the Department of Finance estimate the number of people in Marina? What do they use? Is it a number we should rely until the Census or is it just an estimated number that we should not rely on?

DELGADO/URRUTIA: TO ADOPT RESOLUTION NO. 2020-77, ESTABLISHING APPROPRIATIONS LIMIT FOR FY 2020-21. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments: None Received.

- b. City Council consider adopting **Resolution No. 2020-78**, approving 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. 2020-79**, authorizing finance director to make certain post year-end accounting adjustments to FY 2019-20 and FY 2020-21 budgets.

Council Questions: Can you aside from defining it through curves, can you define a little bit more about the criteria that we're considering here, meaning that we're assuming that life is going to go back to normal at a certain time or are we thinking that there this Covid-19 crisis is going to continue until November? What's the time frame, what's the scenario we're working from? When these graphs were determined do you know, was this before the George Floyd Black Lives Matter movement which we're seeing a very strong correlation with the increase in Covid-19 related to that or was this taking that into account, the number increase? Is the \$8 million taking the worst case of worst-case scenarios, correct? Back to the CIP Chart - Are you suggesting we postpone the City Hall and Annex Reconfiguration Project? The Dunes Barracks, the Fire Station #3 and Arts Village Stabilization projects, are you suggesting considering for doing but sourcing for funds from the bond revenues that we're getting, correct? Do we have the bond money in hand or is that going to wait for few weeks for the bonds to be sold? Will we receive a portion of the bonds on Thursday? What will we actually be receiving on Thursday? So, is the Escrow Bond \$6 million? Aside from the Escrow Bonds we're getting \$8 million, isn't that down from what we were hoping, \$20-\$25 million at one time? So, the check of \$8 million goes into our non-non general fund funds and we use it for blight removal and other costs on Fort Ord that are appropriate? Vehicle Replacement Fund – There are several vehicles of \$500,000, are all those fire department vehicles? What is the total monetary number? How many of the fire department vehicles are going to be replaced out of the four listed? Do we set aside money to replace whatever vehicles we think we're going to replace, which are most of these minus one or two fire vehicles? Do you think it would be consistent with the direction we've started going if we set

aside some amount of money to at least partially cover the replacement here or do you prefer to just replace these DiNovo when we do? So, the \$500,000 is not particular to any vehicle but it's getting at this \$3million +/- liability per year? Should we anticipate because the city is growing with Sea Haven and the Dunes that there would be a need in the near future to purchase additional vehicles not necessarily to replace the ones we have but actually increase for example public works or police, fire, a new hotel potential going up? Is that being considered by any of the departments as to an increase in the need for additional vehicles? On the Pump Track, is the Monterey Off-Road Cycling Association still willing to try and pitch in \$20,000 or have they decided not to contribute? Is the donations and grants being sought part of this budget at this time? Is there anything missing in the budget that would stall the project? So, by approving this budget we're basically doing all that we can for the pump track at this time? How long do you think that design study will take? We discussed at the last meeting the fire service study that is currently under process and augmenting it to cover this element of the institutional racism, is that a possibility and what would be the price tag if we did it? Looking at the list of via studies it kind of gets to different isms but it seems like it talks around it, these words that came up on the screen were those words that our staff created or were those bullet items from the consultant? Has this consultant worked with our fire department previously? How long have they been doing research with us? Do you know if this would be a longitudinal study? What is the timeframe? Once we get the study to your knowledge, is the study going to tell what exactly the steps are we would be taking for example in all the of the department as well as the elected officials, or is it just going to be one of those studies that you receive and put on a shelf and nothing else is done and we spend \$45,000 on? If you cut money and put it some place would it be prudent to put more money into our small business loan program or our rental assistance program? Do you think a contingency plan should council want one ahead of July 31st or as soon as possible, do you think that's an in-house or that's a budget allocation for a consultant? Sidewalk Repairs-Letter Program to advise the residents, as they do in other cities, that they're responsible for the trip hazard. If we were to move forward with this Letter Program, is that a budget allocation item? Landscaping Demonstration on Del Monte between Reindollar and the Highway on and off ramps, is that in process or has that been sidelined due to budget constraints or Covid-19 delays or staff overload? PW Crew, we had a position being added, is that, in this budget still going to be added? Are any PW positions going to be put on hold? Fireworks, is it a staffing matter to get after the illegal fireworks more than we have or is it a budget allocation issues? Request Item # 4 in the staff report is "reaffirm council policies on the general fund emergency reserves and sub funds of vehicles, pension stabilization and other postemployment and library maintenance". In your presentation none of that was really discussed as to advisability or improvements or why is thin on here as number 4 and we're not addressing it? How much is set aside for the library? Are the library maintenance funds adequate? Where are we with the Stockade removal and the Equestrian Center? Food Bank – what is the Food Bank's source of funding and have they had enough funding that they have sufficient available of food or is there a shortage? If in fact this budget simply said that the city budget would allocate \$10,000 or some amount of money to supporting of the food programs that your department is so involved in, is that adequate that you're able through the City Manager to where these funds need to be or does the allocation need to be more specific? If in fact our optimism of it as being a swoosh L-Shape recovery I want to know from staff if the recommendations of corrections are adequate or should be think a little differently? If people can't pay their property taxes at the end of July, what does that impact and how have we addressed that in the modeling that was put in front of us? Does the proposal by staff tonight leave us with a \$93,000 above balance budget sum?

Public Comments:

- Nancy Amadeo – The issue of fireworks going off, it's happening throughout the country and we're not an isolated incident of an increase. The issue of Noche Buena, I do believe the city should participate. Yes, we do a lot. Yes, we do give \$11,000 to CHS but that is to operate their

other programs. This is a new program and required new funding. There is \$300,000 in HEAP Funding for operating but annual operating expenses are expected to be about \$850,000. There is not a homeless shelter on the peninsula for women or for families. We have an increase number especially of families that are homeless and being able to provide a safe place is really important. I think if you listened to Terry Siegrist talk, he would talk about the homeless problem as it relates to families. We have a lot of wonderful programs, but this is not being addressed and through this program it would be addressed as a regional issue. The County is donating the building, Seaside is being the host city, but everyone is being asked to make for operating expenses, that \$1 per capita. We wouldn't be paying more per person or less per person, but we would be making a huge difference on the peninsula in providing a safe place for families and other important resources. So, it's not just that place to spend the night. It is a place to get the services that are needed in order to get out of homelessness. I hope you will consider funding this.

- Staci Alziebler-Perkins, Exec. Dir. for Gathering for Women – I'm asking for operating support for Casa De Noche Buena Shelter so we can show support from all the municipalities on the peninsula. Gathering for Women and Community Human Services are committed to establishing and operating a reputable homeless shelter on the Monterey Peninsula and urge you to ensure its success through your partnership. I thank you for your consideration.
- Cristina Medina Dirksen – Support both the previous speakers. Participated in the Point in Time Homeless Count last year along with some other volunteers from Marina and we saw first-hand the conditions of homelessness on a rainy night along the freeway in Marina. We know that 10% of our students here in Monterey County are homeless and Marina is evident of that too with our homeless students in our schools. I strongly support Casa De Noche Buena. My work with the Community Foundation for Monterey County was a very big push behind the HEAP money coming down and being allocated. Other things I would like to make sure we are funding are the reimagining of Recreation as we move forward in this Covid time, having a safety net, having some programming and ensuring that we have enough outreach to make sure kids are doing ok and their families. Ensuring that fire department is funded. Asked about the electric vehicle that was being considered. With the recreation just imagining small groups maybe we can move forward with tennis or horseback riding and things like that that are socially distant. For the Consultant – when you take a look at what's happening in our country we've got to take a hard strong look at institutional systems and who we can ensure or make good effort to ensure that our policies are colorblind and economically blind. I strongly support a consultant or somebody to come in and take a look and audit and inform us, the city council and the residents on how we are doing and what we're doing.
- Carissa Mann – Supports getting the full \$22,000 for the Casa Noche Buena project, it's one of those things that you don't pass up the opportunity to support. Wanted to ask because the cannabis companies will be opening in Marina at some point, do we know where that tax money will be going for future budget planning? Supports the study for bias and diversity inclusion in our city. I think that it is amazing and really wonderful to see everybody on the same page about that. Agrees that more money should be put into that study. Some people were discussing researching and looking into more options and I think that's also a good idea but to try to get it started as soon as possible before this time passes and people aren't thinking about systemic racism anymore. Wasn't sure if we were going to discuss citizen commission idea tonight and I'm not sure what kind of budgeting that would require but from my understanding that would be a volunteer basis but wanted to hear the thought of the council about that and how much money that might take and how we're going to set aside money in the budget for that. thank you
- Grace Silva-Santella – Concerned of what may happen with the continued closures of the schools and the impact with families who will have employers mandating that they return to work, and those families won't have any childcare. Concerned with what's going to happen with the lower

income Marina residents when the July 31st deadline hits and the increase in unemployment benefit drops. The unemployment insurance benefits coming to an end and a possible new surge and no solution to the coronavirus coming up that we might have a long-term downturn in our economy here an L-shape. I agree with Gail that the fact we're not going to have any big events coming up here in Marina but I can't fail to believe that the lack of the big events coming up this summer are not going to have a huge impact on Marina's tax revenues. The service industry employees, many of them who live here in Marina are losing their jobs and those jobs are not going to come back and we need to understand what the impacts that might have on our city's revenue. One good positive is I do think we have some strong home sales happening so I think that we will actually see an increase in property taxes. I don't believe that you should anticipate tax revenue that has yet to come so I don't think that you should be budgeting in that split property tax money. Glad that a good template in place for when the residential needs might continue after July 31st happens. That \$200,000 Library set-aside - Friends of the Marina Library just spent \$10,000 to install synthetic turf in the three-tiered planter at the Library and I would love to see in the future of how that \$200,000 is being spent. Would urge you to use Council Member Berkley's expertise, if you do decide to move ahead with having your staff in hiring and everything else that was laid out in that chart evaluated, that you utilize her professional background to choose the company that you work with. Thank you

- Liesbeth Visscher – if at all possible, I would ask you to please not freeze any positions at Planning Services or Public Works. It is known that several city departments are understaffed, and it is important to get sidewalks and streetlights repaired and to not let the ones in good shape fall in disarray. I recommend getting a policy in place and to notify homeowners that they are responsible for maintenance of sidewalks and probably also trees. For homeowners who cannot afford it the city could look into financial assistance. In my view safety of residents is more important than potential lawsuits. I think that the city will not be responsible once they have notified homeowners that they need to repair the sidewalk in front of or next to their home. I do know that this in one of the issues that you need to make decisions about, and I wish you good luck. Just like many speakers I'm concerns about the end of July when many people might be forced to pay rent right at the moment when they probably will lose the extra \$600 a week in unemployment benefits. I hope the city will be able to offer financial help to avoid those residents becoming homeless. Thank you.
- Kathy Biala – Wanted to give a word of caution to our city's optimistic assessment of Covid in the budget document. To date the fastest the U.S. has ever developed a vaccine is four years. Even with the urgency of research being pored into developing a vaccine, realistic projection is a minimum of a year. Further, for heard immunity, which was mentioned, 70% of a population must be exposed and would overwhelm our county health services. I think our city should include other Covid related expenditures to this interim budget evaluation. I want to thank our council for sustaining and expanding the business loans since many of may be shouldered for restaurant reopening. Additionally, we need to expect homelessness and food insecurity are sure to increase as we continue on in this pandemic. I support using some of our recreation budget to do community organizing around civic initiatives including those related to Covid-19 and I also support answering the call of Community Human Services to support the Casa Noche Buena Shelter for the Homeless that amounts to \$1 per Marina resident. I support a contribution of \$10,000 to the Food Bank of Monterey County in recognition of their absolute vital role in the Covid-19 crisis. Because restaurant opening will entail far more concerns of community transmission, I also recommend designating a small funding for consultation for training for restaurants with local experts on the subject matter like the CSUMB Department of Business for their hospitality services. I support \$45,000 allocation for consulting contract to do an in-depth survey and evaluation of the systemic racism in our city as a first step in understanding and

grappling with our own practices in our system of local government. I agree with Council woman Berkley that we have to be very careful in its selection and I would suggest a starting point with considering several options and firms. Thank you

Delgado/Urrutia: \$93,000 spend down:

- \$45,000 for a study of Systemic Racism
- \$10,000 to Casa Nocha Buena donation with further talks according to what other said about a fair way of potentially donating more;
- \$18,000 to food banks (had \$10,000 to Mtry Co. and \$5,000 to Thomas Carman and \$3,000 to the VTC) but it was pointed out that there were more; so, I think a lump sum of \$18,000 for food banks at the discretion of Terry Siegrist and staff
- \$10,000 to hire someone to get started on a contingency plan in concert with staff but having it ironed out
- \$10,000 to install the Martin Luther King Jr. statue and the speech that's inscribed in the panel that around that bust, somewhere in the city such as at the top of Hillcrest at City Hall where the Chamber of Commerce used to stand.

So that would rundown the \$93,000; and to go beyond our budget and end up at \$7.755 million in the bank instead of \$8 million in the bank, which would be a \$245,000 bust of our balanced budget. I have three items:

- To hire the public works position, which is approximately \$75,000 for a Maintenance I Worker that was frozen in the proposal;
- To reallocate the \$150,000 of Recreation Budget to a 24-hour call service for social workers to assist our police department in going to calls where there's more than enforcement necessary;
- \$20,000 contract to hire out to begin a letter sending process to homeowners regarding sidewalk liabilities; and
- to bring to council financial assistance options to take further steps assuming that a lot of homeowners can't afford those sidewalk improvements

Substitute Motion

MORTON/O'CONNELL: THAT WE:

- 1. TO CREATE A PLACEHOLDER OF \$45,000 TO ADDRESS THE ISSUE OF SYSTEMIC RACISM AND DIRECT STAFF TO FOLLOW UP WITH THE CURRENT PROPOSAL AND OR ADDITIONAL PROPOSALS TO ADDRESS THE ISSUES WITHIN OUR CITY AND BRING THAT BACK TO COUNCIL AS SOON AS FEASIBLE;**
- 2. \$10,000 TO CASA DE NOCHE FOR THE HOMELESS SHELTER;**
- 3. \$10,000 TO THE FOOD BANK WITH THE COORDINATION AMONG THE NONPROFITS AND MONTEREY COUNTY FOOD BANK THROUGH TERRY SIEGRIST AND OUR CITY MANAGER TO HAVE THE FUNDS USED FOR FOOD TO BE PROVIDED TO RESIDENTS OF MARINA;**
- 4. THAT WE FREEZE THE POSITIONS BUT RELOOK AT THAT IN SIX MONTHS;**

5. **DIRECT POLICE CHIEF AND OTHER STAFF TO COME BACK TO COUNCIL WITH RECOMMENDATIONS REGARDING THE COORDINATION OF 24-HOUR CALL-SERVICE FOR SOCIAL SERVICE CALLS WITHIN OUR CITY;**
6. **ADOPT THE BUDGET AS PROPOSED AND MAINTAIN THOSE POLICIES THAT ARE IDENTIFIED AS GENERAL FUND EMERGENCIES, RESERVE SUB-FUNDS OF VEHICLES, PENSION STABILIZATION, OTHER POST-EMPLOYMENT BENEFITS, AND LIBRARY MAINTENANCE; AND**
7. **DIRECT THE FINANCE DIRECTOR TO MAKE THE ACCOUNTING ADJUSTMENTS.**

3-2(Urrutia, Delgado)-0-0 Substitute motion passes by Roll call Vote

- c. COVID-19 Update and Direction from Council
 - i. Adopting **Resolution No. 2020-80**, 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.

Council Questions: Can you peak to the potential to extend the payback period interest free? Can you speak to the two struggling business that are make significantly more household income? Can you tell us if you were to put them on a scale of 150% or 200% above median income where they might fall? Contingency Plan – can you talk about how you think a contingency plan getting started earlier than July 31st may help us and maybe how it doesn't help us? Is it a good idea or bad idea to start planning before July 31st? Considering the workload, would you think it more doable to hire a consultant to research what other cities are doing and come up with options that we could utilize for July 31st if we need to? Or, would you prefer that to be in-house with current staff and current workload? Are you comfortable with the requirements relating to the residential loan? As to the business loans, the only changes that you're requesting is the ones set forth on the screen, the other requirements you feel comfortable with and that they are working for the purpose intended?

MORTON/DELGADO: ADOPT RESOLUTION NO. 2020-80, REVISING THE LOAN PROGRAM FOR RESIDENTS AND BUSINESSES OF THE CITY IN RESPONSE TO THE COVID-19 PANDEMIC; AND THAT WE CONTINUE BOTH LOAN PROGRAMS THROUGH AUGUST 31, 2020 OR UNTIL THE FUNDS ARE EXHAUSTED; AND IF THEY ARE EXHAUSTED PRIOR TO AUGUST 31, 2020 THAT IT IMMEDIATELY COME BACK TO COUNCIL FOR CONSIDERATION FOR ADDITIONAL ALLOCATION; AND THE INCOME LIMITS BE ADJUSTED AS SET FORTH IN PARAGRAPH TWO OF OUR STAFF REPORT; AND TO DECREASE THE TOTAL FUNDING OF THE RESIDENTIAL LOAN PROGRAM FROM \$100,000 TO \$50,000 AND INCREASE THE FUNDING FOR THE BUSINESS LOAN PROGRAM FROM \$100,000 TO \$150,000; AND AGAIN IF ONE OF THE PROGRAMS IS EXHAUSTED IT COME BACK TO COUNCIL FOR ALLOCATION OF FUNDS; AND THAT THE \$1,000 DONATION FROM SHEA HOMES BE ALLOCATED TO THE RESIDENTIAL LOAN PROGRAM; AND DIRECT STAFF TO COME BACK AS SOON A FEASIBLE WITH OTHER OPTIONS TO PURSUE WITH REGARD TO ADDRESSING WHAT OUR PREDICTED NEEDS OF OUR RESIDENTS COME JULY 31ST AND THE CHANGE OF ECONOMIC SUPPORT FROM THE FEDERAL GOVERNMENT AND OR THE END OF THE MORATORIUM ON HOUSING ISSUES; AND THAT WE COME BACK

IN AUGUST TO LOOK AT THE INTEREST ON THE BUSINESS LOANS TO BE FREE FOR TWO-YEARS INSTEAD OF ONE-YEAR. 5-0-0-0 Motion Passes by Roll Call Vote

Substitute Motion

O'Connell/Morton: that we continue both loan programs through August 31, 2020 or until the funds are exhausted; and if they are exhausted prior to August 31, 2020 that it immediately come back to council for consideration for additional allocation; and the income limits be adjusted as set forth in paragraph two of our staff report; and to decrease the total funding of the residential loan program from \$100,000 to \$50,000 and increase the funding for the business loan program from \$100,000 to \$150,000; and again if one of the programs is exhausted it come back to council for allocation of funds; and that the \$1,000 donation from Shea Homes be allocated to the residential loan program; and direct staff to come back as soon as feasible with other options to pursue with regard to addressing what our predicted needs of our residents come July 31st and the change of economic support from the federal government and or the end of the moratorium on housing issues. Withdrawn by motion maker

Public Comments:

- Kathy Biala – It may not be a very big sum on money to the city budget but if you're an immigrant who is usually very cautious about getting involved in loans then 3% loans sounds like some trouble for them. I urge you to consider it from their perspective if it's not a hardship for the city and we do know that the virus will be a long-term issue economically for small businesses, so please think about it from their perspective. Thank you for adding more funding to the loan but there are lots of no interest loans being given out from municipalities or government agencies so ours would not be the first to extend it to just two-years.

10:00 pm

Berkley/Delgado: to extend the meeting to 10:30 PM. 5-0-0-0 Motion Passes by Roll Call Vote

- ii. City Council consider adopting **Resolution No. 2020-81**, 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.

Council Questions: This is for the business license year 2020-2021 and it's limited by its language to one-year, that it doesn't take action by council to resurrect the prior fee, correct? If someone paid under the "optional program" trying to bring people into the fold that they are not going to pay penalties, those people would not then qualify under our business loan program even though they paid back three years, the point was that it wasn't current as of January 1, correct? Do we know how many are delinquent? There has not been a business that's come before us on the loan program that does not have a current business license? So, would the policy be if a business came by for a loan and you found out that they are delinquent as to the business license that you would deduct the amount they are requesting to pay the business license current and then loan them the rest of the balance?

BERKLEY/URRUTIA: TO ADOPT RESOLUTION NO. 2020-81, 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. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments: None received

iii. Other Impacts

Mayor Delgado – Mentioned that one impact we had of the relaxing of business sectors to be reopened is a scolding from Steve Packard of the CHOMP. He joined a conference call yesterday with Dr. Gray from Natividad Hospital where they both reported a serious up surge in the number of Covid positive testing's coming through the hospital and also the number of hospitalizations. In CHOMP's case they went 4-6 weeks without any Covid patients and now they are up to 2-3 per day that they have to hospitalize. In Natividad and Valley Memorial are up to 7-10 hospitalizations per day. The Covid testing, people walking into the hospital has increased positive testing from below 5% to 15%. That's more than 3-fold the increase in positive cases coming through the doors. They warned us to not be relaxed because of the fact that A-symptomatic people that are being tested is diluting down percent positives. So, we're below 7% positive testing and they warn us that that's true for the A-symptomatic folks but that's not true for the symptomatic folks that they're seeing. When I asked what's the big deal if people aren't getting sick and people dying then why would we worry about the number of positive cases? The response was "we're not protecting you the A-symptomatic, we're trying to protect the vulnerable at-risk population and that's why it's important to keep the number of positive cases down". They are concerned that the positive cases are going up at the hospital entrance and they're very concerned that the County of Monterey is not enforcing through citations the shelter in place rules. The relaxation of the Shelter In Place Order has resulted in volleyball court, our disc golf course, our tennis courts and skate park being open. We've had request to open bingo facilities and had the same request for Water City Roller Hockey but to date Bingo halls and such have not yet been approved. Another impact is on food, because of the demand on the Monterey County Food Bank they have not been able to give dry goods to some of their food distribution events. For 10-weeks they gave dried foods and produce. They are stretched thin and are not able to provide the quality of food that they normally do. Some of it is funding, some of it is administrative behind the scenes.

Council Member O'Connell – Is that information getting out to the public? I appreciate the fact that you spoke to it just now but at this hour there are very few people who are probably listening to it. Is there anyway of getting this out? Is it getting in the Herald, on TV? When we had this in front of us I point out that 1% of the people had been tested at the time.

City Manager Long – Occasionally we get asked when we're going to start the Council meetings live again and really following that tone from our hospitals and as we talk with them and really being out of respect to our high risk population, we have no plans in the month of July and maybe even August to start holding again our large public gathering council meetings. We're still looking at that. We're looking at what point is the appropriate point to completely start to open City Hall again. It's not going to happen in the month of June, but we are certainly having those discussions right now. A major part of it is being careful and protective of our vulnerable population.

Public Comments:

- Kathy Biala – Was alarmed to hear that customers seem not expected to wear masks when restaurants reopened despite my multiple calls and conversations in the last 3-weeks without receiving definitive answers last weeks announcement by Governor Newsome made it clearer about the wearing of masks. Yet it's also been reported in a new article that I read the you don't have to wear a mask if you're eating at a restaurant provided, you're at least 6-feet from the nearest table. This is highly contradictory to me and defies the science behind wearing masks in the first place. A few weeks ago before the recent uptick I posted this on Nextdoor appealing to the goodness of our Marina residents in which I basically said that the most important thing that we have done is social distancing, wearing masks and washing our hands and nothing has changed. We still have no vaccines, no cures and the virus is still highly contagious. Yet, when people go to restaurants open for dining in, they take off their masks. This is dangerous and given what we

know about this virus. Appealing to council to help with the safety of all our residents, employees and employers when it comes to restaurants specifically. I'm asking for the city to print an 11x14 color sign for distribution to restaurant to put in their store windows that reads "We wear masks to protect you, please wear masks to protect us" and at the bottom in small letters "Distributed by the City of Marina" to give it some weight.

10:30 PM

Delgado/Berkley: to continue meeting to 10:45 PM 4-1(O'Connell)-0-0 Motion Passes by Roll Call Vote

Public Comments continued

- Jenny Kuan, CSUMB College of Business - There is a real concern that restaurant could be a source of the increase cases of Covid. The safety of restaurant staff is also an issue for a lot of restaurant owners who are taking a wait and see attitude. A real concern for restaurant and for patrons is that a few "lacks" restaurant could ruin it for everyone. It's important to clarify the rules and the guidelines. Kathy talked about some of the ambiguity in the Governor's guidelines and also local guidelines so, sort of tightening those up and doing some training could be what we need to make sure that the "lacks or lazy" don't ruin it for everyone. The College of Business Hospitality does free training and that might be helpful to our Marina restaurants.
- Paula Pelot – I think the suggestion to have large printed signs prominent in our restaurants is an excellent one. Notice two weeks ago that there was a large influx throughout the entire peninsula of people coming in, who were not necessarily residents but coming in from outside because this was closer that going to perhaps a longer vacation and I'm very concerned that we're going to see the outfalls of that. I think that is the double-edge sword of having tourism is that we're bringing in people outside who themselves come from areas that may not be as restricted as we are and so it is very important that our tourist serving industries are more mindful and make sure that their customers are also more mindful. So, I support that, thank you.

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.

Council Member Berkley – Marina Democratic Club has been very concerned about all the events we're having across the county, the world and in our city. We are putting on a 9-part series where we are looking at building trust in communities of color. The first issue we're looking at is Policing – Building Trust in Communities of Color. We will also be looking at education, healthcare and other sectors of society. On the Policing event, we're already had our first meeting on June 19th. On June 29th at 6:00pm is Session 2 where we will be looking at Understanding the Role of Civilian Oversight. On July 8th at 6:00pm is Session 3 – What would work best for Marina. If you are interested you can go to info.from.marina.dems@gmail.com

City Manager Long – Under the terms of our 2005 Disposition and Development Agreement and our 2008 Second Implementation Agreement and our 2009 Operating Agreement with the Dunes, they will be taking down Phase II before June 30th. They will be closing escrow under those terms of agreements and I will be signing a Quitclaim Deed our attorney's have looked at and they are in compliance with everything to take down the property. What the City of Marina will be getting is the purchase price as under the Second Implementation Agreement was reduced to \$13,500,000 and our half of that is \$6,750,000.00. there is a credit from the Phase I of \$467,000.00 to the Dunes so really our take-down amount will be \$6,283,000.00 and that will happen on Monday or Tuesday. That

money will go into the FORA Lands Sale account and we'll get further direction from Council on what to do with that. Impact Fees are a part of that Closing and are being recalculated as we speak. Calculations are not based on 2005 or 2008, it's based on what those impact fees would be as of today.

c. Proclamation of Local Emergency Update

13. ADJOURNMENT: The meeting adjourned at 10:45 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
DECLARING GROWING WEEDS, RUBBISH AND/OR REFUSE
ACCUMULATIONS UPON CERTAIN SPECIFIED PRIVATE PROPERTY
PARCELS TO BE PUBLIC NUISANCES, AUTHORIZING NOTICE TO ABATE
SUCH NUISANCES; SET A PUBLIC HEARING DATE OF TUESDAY,
SEPTEMBER 1, 2020, TO RECEIVE OBJECTIONS TO ABATE SUCH WEEDS,
RUBBISH AND/OR REFUSE; AND SET A PUBLIC HEARING ON OR AFTER
TUESDAY, OCTOBER 6, 2020, TO CONFIRM ANY ASSESSMENT OF COSTS
FOR WEED ABATEMENT TO BE LEVIED AGAINST ANY PARCEL NOT IN
COMPLIANCE AND DIRECT FILING OF SUCH LEVY WITH MONTEREY
COUNTY AUDITOR-CONTROLLER'S OFFICE**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution 2020-, declaring growing weeds, rubbish and/or refuse accumulations upon certain specified private property parcels to be public nuisances;
2. Authorize notice to abate such nuisances;
3. Set public hearing date of Tuesday, September 1, 2020, to receive objections to abate such weeds, rubbish and/or refuse;
4. Set public hearing on or after Tuesday, October 6, 2020, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and;
5. Direct filing of such levy with Monterey County Auditor-Controller's Office.

BACKGROUND:

California Government Code §§39560-39588 authorizes the City to declare certain properties with growing weeds, rubbish and/or refuse accumulated on sidewalks and private property within the City to be public nuisances.

The Marina Fire Department conducted a first round of annual inspections during the weeks of June 1, 2020 through June 21, 2020. The first round of inspections included private properties plus several City owned properties. A listing of 105 non-complying properties requiring abatement of weeds was then prepared. Property owners were each notified by mail of such noncompliance. The Fire Department conducted a second round of inspections during the weeks of July 13, 2020 through July 24, 2020. The second round of inspections included 30 properties that were non-complying. A third round of inspections on July 27, 2020 was conducted and 12 had been cleaned-up leaving 18 properties that still need to be cleaned-up and not in compliance. Specified properties which are still not in compliance are listed on **EXHIBIT A** to the attached Resolution.

ANALYSIS:

Property owners are given adequate time from receipt of the first letter to remove weeds and clean the property prior to the date the Council may by resolution declare that the growing weeds, rubbish and/or refuse accumulations on specified private property constitute a public nuisance.

If Council adopts the attached Resolution declaring that noxious or dangerous weeds are growing on the properties and rubbish refuse and dirt is present and constitutes a public nuisance, a notices to destroy weeds and remove rubbish, refuse and dirt will then be sent by the Deputy City Clerk in the form attached as **EXHIBIT B** to each of the property owners on or before Thursday, August 20, 2020, advising them of their right to object at a public hearing at the regular Council meeting of Tuesday, September 1, 2020, when the Council shall hear and consider all objections to the proposed removal and at that time acquire jurisdiction to proceed to have the Public Works Department perform the work of removal. Per Government Code §39572 the City representatives may then enter upon private property to abate the nuisance.

In the event that any non-complying properties remain, City Public Works division employees will first attempt to clear any lots. If the remaining lots require resources and labor beyond which can be provided by City Public Works employees, staff will then advertise for bids to clean and clear these properties.

Clearing of remaining lots should be completed September 30, 2020. All costs associated with public resources being committed to abatement of each separate parcel of land where the City or its contractor perform work to abate these nuisances will be documented, posted as required by Government Code §39575 on or before September 28, 2020, and submitted to the City Council for confirmation by resolution and a public hearing expected to be scheduled on or after Tuesday, October 1, 2020. The final cost for each separate parcel will be compiled and a public notice by “certified mail, return receipt requested” will be sent before the public hearing to confirm those final costs to the remaining property owners whose lots were cleared by either the City or its contractors.

The City Council will then hold a final public hearing on or after October 1, 2020, to consider these costs to hear any objections, modify the report as the Council may deem necessary, and then confirm assessment of final costs for nuisance abatement to be levied against each parcel. The confirmed costs constitute a special assessment against each parcel for which a lien may attach and after confirmation of the report, a copy shall be given to the Monterey County Auditor-Controller’s Office for addition of the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

Before the conclusion of the abatement process all property-owners will have had ample opportunities to voluntarily comply with the appropriate nuisance abatement measures prior to having a special assessment attached to their property.

FISCAL IMPACT:

The cost for the Fire Department inspection is paid by general fund resources. Any costs associated with Public Works Division resources incurred to abate the remaining; non-compliant nuisances will be documented and levied against each parcel, to be paid by the parcel owner.

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
DECLARING GROWING WEEDS, RUBBISH AND/OR REFUSE ACCUMULATIONS
UPON CERTAIN SPECIFIED PRIVATE PROPERTY PARCELS TO BE PUBLIC
NUISANCES, AUTHORIZING NOTICE TO ABATE SUCH NUISANCES; SET A PUBLIC
HEARING DATE OF TUESDAY, SEPTEMBER 1, 2020, TO RECEIVE OBJECTIONS TO
ABATE SUCH WEEDS, RUBBISH AND/OR REFUSE; AND SET A PUBLIC HEARING
ON OR AFTER TUESDAY, OCTOBER 6, 2020, TO CONFIRM ANY ASSESSMENT OF
COSTS FOR WEED ABATEMENT TO BE LEVIED AGAINST ANY PARCEL NOT IN
COMPLIANCE AND DIRECT FILING OF SUCH LEVY WITH MONTEREY COUNTY
AUDITOR-CONTROLLER'S OFFICE

WHEREAS, this City, pursuant to Government Code Section 39560 et. seq., is authorized to declare weeds growing upon, as well as rubbish and refuse accumulated upon, sidewalks and private property within the City, to be public nuisances, and to take actions for the abatement of said nuisances; and

WHEREAS, City staff has previously canvassed the City to locate areas of such nuisances, and have informally written to the property owners involved in order to obtain their voluntary cleaning up of offensive weeds, rubbish and refuse; and

WHEREAS, on a certain number of specified parcels of real property within the City, as set forth in "**Exhibit A**" attached hereto, no action has been taken and said weeds, rubbish and refuse remain.

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

1. Declare the noxious or dangerous weeds growing and/or the accumulation of rubbish, refuse and dirt upon certain specified private property parcels as set forth by street name and assessor's parcel number in **Exhibit A** to be public nuisances which must be abated by their removal;
2. Authorize the Deputy City Clerk to issue a Notice to Destroy Weeds and Remove Rubbish Refuse and Dirt to each property owner, in substantially the form attached hereto as **Exhibit B**, to abate such public nuisances;
3. Set public hearing date of Tuesday, September 1, 2020, to receive objections to abate such weeds, rubbish and/or refuse;
4. Set public hearing on or after Tuesday, October 6, 2020, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and;
5. Direct filing of such levy with Monterey County Auditor-Controller's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held the 18th day of August 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

2020 Weed Abatement List - 2nd Inspection

(July 27, 2020)

EXHIBIT A

Map#	APN#	Date	Address	First Name/Company	Last Name	Mailing Address	City	State	Zip Code
`4-5	32061005	6/3/2020	3199 Susan Avenue	Douglas	Lamb	3199 Susan Avenue	Marina	CA	93933
`4-8	32071023	6/3/2020	289 Young Circle	Raymond Shultz	c/o Thomas Shultz	P.O. Box 112	Monterey	CA	93942
`4-9	32482004	6/3/2020	280 George Way	Linda Odgers	Fierro	443 Kelli Court	Marina	CA	93933
`6-3	33021054	6/4/2020	3321 Abdy Way	Steven & Aileen	Mickel,	19 Yerba Buena Court	Monterey	CA	93940
`6-4	32401027	6/4/2020	163 Pacific Court	Raveen & Sangeeta Kumar	Khelawan	163 Pacific Court	Marina	CA	93933
`7-1	33061031	6/6/2020	134 Belle Drive	Luz	Neel	134 Belle Drive	Marina	CA	93933
`8-1	32031027	6/5/2020	3287 Michael Drive	Sandra	Bennett	3287 Michael Drive	Marina	CA	93933
`10-1	32171033	6/2/2020	3141 Crescent Avenue	Nelson Vega, TRS ET AL		444 Pearl Street, D4	Monterey	CA	93940
`10-5	32201004	6/2/2020	273 Carmel Avenue	Paul	Flores	5 Zaragoza Views	Monterey	CA	93940
`10-6	32201003	6/2/2020	271 Carmel Avenue	Aladdin Properties, LP		11420 A Commercial Parkway	Castroville	CA	95012
`11-7	32181011	6/2/2020	3144 Del Monte Blvd	PearlGate Inc	DBA Valero	P.O. Box 43	Livermore	CA	94551
`12-4	32282080	6/2/2020	300 Carmel Avenue	Bernard & Ta Em	McComis TRS	300 Carmel Avenue	Marina	CA	93933
15-1	32222031	6/1/2020	3107 Redwood Circle	Michael & Kim	Case	3107 Redwood Circle	Marina	CA	93933
16-1	32261040	6/1/2020	434 Carmel Avenue	Carol	Batson, TRS	434 Carmel Avenue	Marina	CA	99343
16-5	32371031	6/1/2020	496 Jean Circle	George & Hannah	Daoud	P.O. Box 995	Marina	CA	93933
16-13	32361020	6/1/2020	3057 Mildred Court	Sarat & John	Osborne	3057 Mildred Court	Marina	CA	93933
19-1	32411055	6/1/2020	288 Reindollar Avenue	James & Hideko	Wingrove	288 Reindollar Avenue	Marina	CA	93933
19-2	32411047	6/1/2020	3012 Talcott Avenue	Christena & Dennis	Powell, ET AL	5615 Chesbro Avenue	San Jose	CA	95123
			(18) Non Compliance						

EXHIBIT B – CITY LETTERHEAD

2nd Letter

August 19, 2020

Marina, CA 93933

Re: NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH, REFUSE AND DIRT
Fire Hazard (high weeds, grass, trash, debris) on property at _____, Marina, CA 93933;
Assessor's Parcel Number _____.

Dear Property Owner:

The latest assessor's tax information indicates you are the owner of the parcel number indicated above (the "Property"). Please notify me immediately if you are no longer the owner of this property.

You were previously notified by letter dated June 17, 2020, regarding weeds, grass, brush or trash on the above referenced Property which are a fire hazard. A second inspection of the Property was conducted during the period of July 13 through July 24, 2020, and a third inspection was conducted during the period of August 10 through August 12, 2020, at which time it was found that the fire hazard has not been eliminated.

Notice is hereby given that on the 18th day of August 2020, the City Council of the City of Marina passed Resolution 2020 - [REDACTED] declaring that noxious or dangerous weeds were growing upon or in front of the Property and/or that rubbish, refuse and dirt were upon or in front of the Property described in the Resolution and that they constitute a public nuisance which must be abated by the removal of the weeds rubbish, refuse and dirt. Otherwise they will be removed and the nuisance abated by the City and the cost of removal assessed upon the land from or in front of which the weeds, rubbish refuse and dirt are removed and will constitute a special assessment against the Property and will constitute a lien against said Property until paid. Reference is hereby made to the Resolution and the staff report for this matter for further particulars. A copy of said Resolution and staff report is on file in my office.

All property owners having any objections to the proposed removal of the weeds, rubbish, refuse, and dirt are hereby notified to attend a meeting of the City Council of the City of Marina to be held on September 1, 2020, when their objections will be heard and given due consideration at a public hearing.

If you have any questions regarding this matter, please contact me at (831) 884-1281.

Sincerely,

Anita Shepherd-Sharp
Deputy City Clerk

cc: City Manager
Fire Chief
Public Works Director

August 13, 2020

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING ADVERTISING AND CALL FOR BIDS FOR THE CITY OF
MARINA MUNICIPAL IMPROVEMENTS ON-CALL CONTRACT 2020 AND
ACCEPTING THE SPECIFICATIONS.**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2020-, approving advertising and call for bids for the City of Marina Municipal Improvements On-Call Contract 2020; and,
2. Accepting the Specifications.

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.

Currently the City does not have an on-call contract for municipal improvements to help expedite the execution of the Citywide Street Repair Program and other related projects.

This on-call contract is similar to a job order contract, which will augment the City staff, and provide a readily available work force to repair existing City's infrastructures, conduct emergency repairs and new construction, as the City deems appropriate for roadways, storm drain system, sewer line system and other related work. In general, the work consists of repairs, replacement, and construction of concrete and hot mix asphalt pavements, curbs, gutters, sidewalks, sidewalk crossings, curb ramps, cross gutters, , dikes, decomposed granite sidewalks, retaining walls, lighting, brick surfacing, paver surfacing, interlocking pavers, slicing uplifted portions of sidewalks, catch basins, manholes, installation of pipes and miscellaneous associated work at such times and locations as required.

The Bid Schedule includes a Base Bid to establish unit prices for various construction items , an Additive Bid 1, General Construction, to establish a percentage for cost of bonds, insurance mobilization and demobilization, environmental pollution prevention etc. and Additive Bid 2, Premium Labor, to establish percentage for labor cost for holidays and outside normal working hours as specified in the Specifications. The Grand Total Bid is the sum of the base bid, additive bids 1 and 2 and it will be used as the basis for the lowest responsive bid.

The bid schedule is used to capture the unit prices and percentages that will be used for estimating and issuance of work orders.

On call contracts are utilized by neighboring agencies to respond to construction emergencies expeditiously and improve project delivery.

ANALYSIS:

Having the on-call contract will help the City quickly respond to construction emergencies, ability to deliver urgent projects on time and possible cost savings.

FISCAL IMPACT:

This call for bids does not have fiscal impact for this action.

The contract with a successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed two (2) years. The amount of work to be requested during the one year or optional additional year twelve-month contract period cannot be well defined at the outset. Work shall be issued through Work Orders.

Work orders issued under this contract will be funded by its respective approved Capital Improvement Project funding. In the case of emergency repairs, staff will bring a budget appropriation recommendation to City Council for approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City of Marina Planning Division determined that this action, approving advertising and call for bids for the City of Marina Municipal Improvements on Call Contract 2020 for repair of existing infrastructure or emergency repair is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Section 15061 includes the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action has no potential to cause any effect on the environment, this matter is not a project. Because the proposed action does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CONCLUSION:

The City Council may reject these recommendations; however, having the City of Marina Municipal Improvements On-Call Contract 2020 in placed will increase City's efficiency in project delivery.

Therefore, the staff recommends the approval and adoption of Resolution 2020- to advertise and call for bids for the City of Marina Municipal Improvements on Call Contract 2020.

Respectfully submitted,

Elvie Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING ADVERTISING AND CALL FOR BIDS FOR THE CITY OF MARINA
MUNICIPAL IMPROVEMENTS ON-CALL CONTRACT 2020 AND ACCEPTING
THE SPECIFICATIONS.

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, currently the City does not have an on-call contract for municipal improvements to expedite the execution of the Citywide Street Repair Program and other related projects, and;

WHEREAS, this on-call contract is similar to a job order contract, which will augment the City staff, and provide a readily available work force to repair existing City's infrastructure, conduct emergency repairs and new construction, as the City deems appropriate, and;

WHEREAS, the Bid Schedule includes a Base Bid to establish unit prices for various construction items , Additive Bid 1, General Construction, to establish a percentage for cost of bonds, insurance mobilization and demobilization, environmental pollution prevention etc. and Additive Bid 2, Premium Labor, to establish percentage for labor cost for holidays and outside normal working hours as specified in the Specifications. The Grand Total Bid is the sum of the base bid, additive bids 1 and 2 and it will be used as the basis for the lowest responsive bid, and;

WHEREAS, the bid schedule is used to capture the unit prices and percentages that will be used for estimating and issuance of work orders.

WHEREAS, the contract with a successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed two (2) years. The amount of work to be requested during the one year or optional additional year twelve-month contract period cannot be well defined at the outset. Work shall be issued through Work Orders, and;

WEREAS, Work Orders issued under this contract will be funded by its respective approved Capital Improvement Project funding, or in the case of emergency repairs, staff will bring a budget appropriation recommendation to City Council for approval, and;

WHEREAS, the City of Marina Planning Division determined that this action, approving advertising and call for bids for the City of Marina Municipal Improvements on Call Contract 2020 for repair of existing infrastructure or emergency repair is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Section 15061 includes the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action has no potential to cause any effect on the environment, this matter is not a project. Because the proposed action does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability., and;

WHEREAS, each project that will be issued under the City of Marina Municipal Improvements On-call Contract 2020 will require a CEQA determination and shall comply accordingly, and;

WHEREAS, the City of Marina Municipal Improvements On-Call Contract 2020 is ready for bid advertisement, and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve advertising and call for bids for the City of Marina Municipal Improvements On-Call Contract 2020.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 18th 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

August 12, 2020

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
ACCEPTING THE 2019 CITYWIDE STREET REPAIR PROJECT AND
AUTHORIZING FILING NOTICE OF COMPLETION WITH
MONTEREY COUNTY RECORDER'S OFFICE**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, accepting the 2019 Citywide Street Repair Project, and;
2. Authorizing filing of Notice of Completion with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of June 4, 2019, the City Council of the City of Marina adopted Resolution No. 2019-56, approving advertising and call for bids for the 2019 Citywide Street Repair Project (see **EXHIBIT B** for included streets).

On July 17, 2019, City staff advertised the Project with an Engineer's construction estimate of \$1,281,432. On August 13, 2019, two (2) sealed bids were received, opened and publicly read for the 2019 Citywide Street Repair Project.

At the regular meeting of August 20, 2019, the City Council adopted Resolution No. 2019-87, authorizing the awarding of the contract to Monterey Peninsula Engineering of Marina, California for \$1,473,687.50 plus allocating \$324,211.25 for City staff construction inspection, administration, contingency and project closeout.

ANALYSIS:

A budget amount of \$1,797,898.75 was approved for the Project. The final construction cost with two contract change orders was \$1,472,617.85. Contract change orders included adjustments to the design including additional crack sealing, sidewalk repairs, and drainage improvements. The project cost of inspection and administrative services was \$49,508.50. Therefore, the final project costs for construction were \$1,522,126.35.

The project was completed within the allotted contract working days with a one-year maintenance period after the completion of construction within the roadway.

The Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("**EXHIBIT A**"). Following Council approval, the City will receive a one-year warranty bond for the project from the Contractor and release contract retention 35 days after the recording of the Notice of Completion.

FISCAL IMPACT:

No additional budget impact due to this action. Approval will result in release of contract payment retention which was budget and approved at the time of contract award.

CONCLUSION:

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

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING THE 2019 CITYWIDE STREET REPAIR PROJECT AUTHORIZING
FILING NOTICE OF COMPLETION WITH MONTEREY COUNTY
RECORDER'S OFFICE

WHEREAS, at the regular meeting of June 4, 2019, the City Council of the City of Marina adopted Resolution No. 2019-56, approving advertising and call for bids for the 2019 Citywide Street Repair Project, and;

WHEREAS, on July 17, 2019, City staff advertised the Project with an Engineer's construction estimate of \$1,281,432. On August 13, 2019, two (2) sealed bids were received, opened and publicly read for the 2019 Citywide Street Repair Project, and;

WHEREAS, at the regular meeting of August 20, 2019, the City Council adopted Resolution No. 2019-87, authorizing the awarding of the contract to Monterey Peninsula Engineering of Marina, California for \$1,473,687.50 plus allocating \$324,211.25 for City staff construction inspection, administration, contingency and project closeout, and;

WHEREAS, a budget amount of \$1,797,898.75 was approved for the Project. The final construction cost with two contract change orders was \$1,472,617.85. Contract change orders included adjustments to the design including additional crack sealing, sidewalk repairs, and drainage improvements. The project cost of inspection and administrative services was \$49,508.50. Therefore, the final project costs for construction were \$1,522,126.35, and;

WHEREAS, the project was completed within the allotted contract working days with a one-year maintenance period after the completion of construction within the roadway, and;

WHEREAS, the Project is now complete. It is appropriate to accept these public improvements and to file a Notice of Completion for the project with the Monterey County Recorder's Office ("EXHIBIT A"). Following Council approval, the City will receive a one-year warranty bond for the project from the Contractor and release contract retention 35 days after the recording of the Notice of Completion.

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

1. Accept the 2019 Citywide Street Repair Project, and;
2. Authorize filing of Notice of Completion with Monterey County Recorder's Office.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 18th day of August 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

After Recordation Return To:

City of Marina
Community Development Department
211 Hillcrest Avenue
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 16th Day of September, 2019, enter into a contract with Monterey Peninsula Engineering wherein said contractor agreed to complete all work for the 2019 Citywide Street Repair Project according to plans and specifications furnished by the City of Marina.

That the work under said contract was actually completed by the contractor or assignee, and accepted by the City of Marina on May 22, 2020.

The real property involved in said contract is described as various streets within the City of Marina with the property interest of the City is Owner.

Dated: August, __, 2020

MARINA, a Municipal Corporation

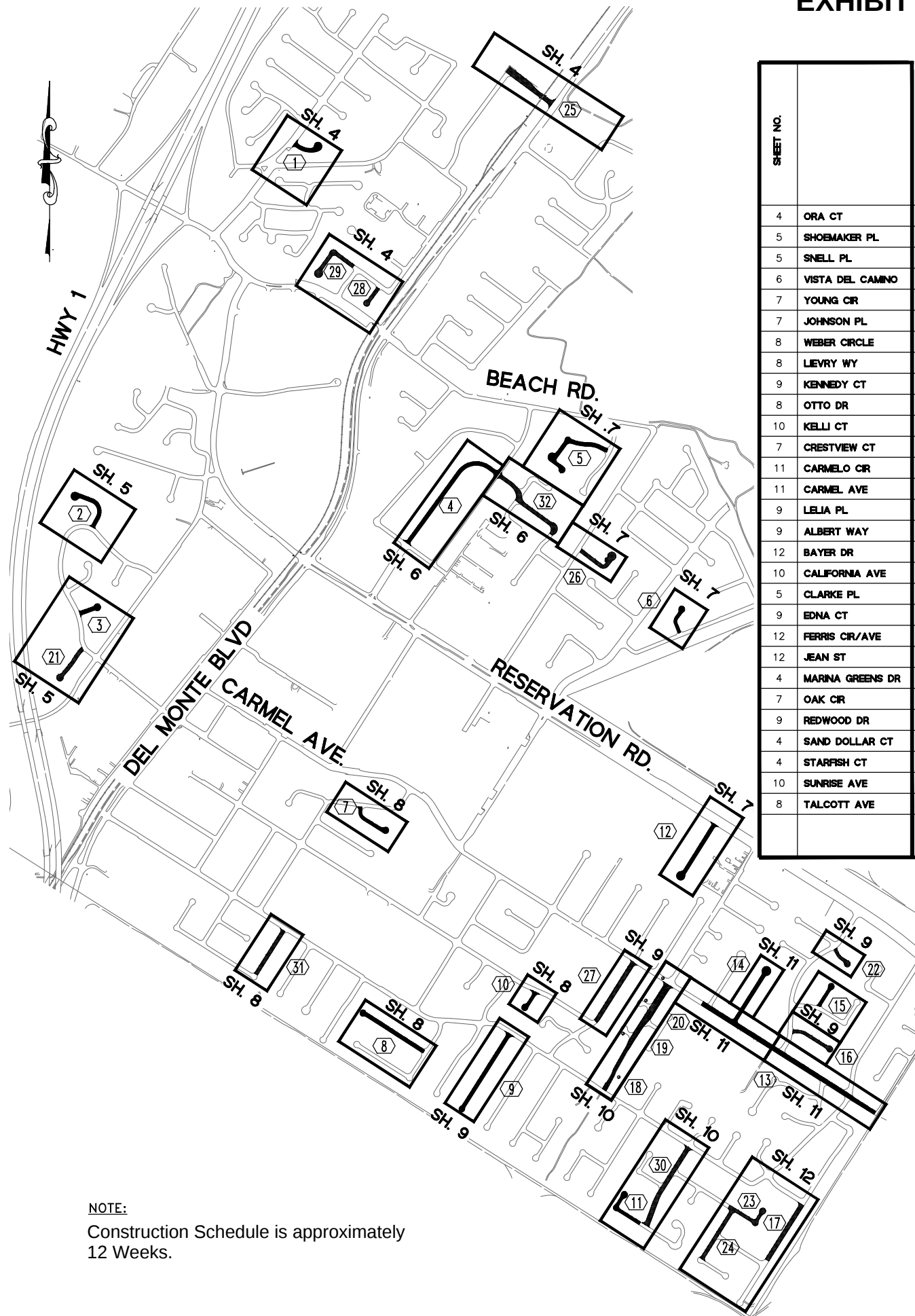
BY _____
Brian McMinn
Public Works Director/City Engineer

VERIFICATION

I, the undersigned, say: I am the Public Works Director/City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2020, at Marina, California.

Brian McMinn
Public Works Director/City Engineer



NOTE:
Construction Schedule is approximately
12 Weeks.



MST HIGHLIGHTS

August 10, 2020 Board Meeting

AUGUST EMPLOYEE OF THE MONTH

The MST Board adopted Resolution 2021-04 recognizing Marcus Medina, Inventory Clerk as the August 2020 Employee of the Month for his outstanding contribution to MST and to the entire community.

RETIREMENT RESOLUTION

The MST Board adopted Resolution 2021-05 recognizing Jimmy Raines, Coach Operator, for his 21 years of service and outstanding contribution to MST and the entire community.

RECEIVED FY 2021 MST BOARD COMMITTEE ASSIGNMENTS

The MST Board received the FY 2021 MST board administrative performance and operations performance committee assignments.

RECEIVED COVID-19 INCIDENT RESPONSE AND RECOVERY PLANNING UPDATE

The MST Board received a report from the General Manager/CEO on activities related to COVID-19 pandemic incident response and recovery planning.

RECEIVED PRESENTATION ON CONTACTLESS FARE PAYMENT DEMONSTRATION

The MST Board received a presentation on the Contactless Fare Payment Demonstration partnership between MST, Caltrans, and Visa.

RATIFIED THE MSTE A MEMORANDUM OF UNDERSTANDING

The MST Board unanimously approved the ratification of the 2020 Memorandum of Understanding (MOU) between MST and MSTE A and approved the same benefits to non-represented, Confidential employees.

DISCUSSED DISPLAY OF MARTIN LUTHER KING, JR. BUST AT MARINA TRANSIT EXCHANGE

The MST Board unanimously provided staff direction to continue discussions with the City of Marina regarding the display of a bust of Reverend Martin Luther King, Jr. at the Marina Transit Exchange and to report any significant developments to the Board.

RECEIVED DRAFT OF MST COVID-19 RECOVERY PLAN

The MST Board received a draft of the MST COVID-19 Recovery Plan with final approval scheduled for the September 2020 Board meeting.

RECEIVED GM/CEO PERFORMANCE EVALUATION FORMS

The MST Board received both paper and electronic formats of the GM/CEO performance evaluation forms which are due by August 24, 2020.

ANNOUNCED THE AWARD OF \$2.5M IN COMPETITIVE GRANT FUNDS

Staff announced that MST will receive \$2.5M in competitive grant funds to purchase 8 new buses to replace those that have reached their useful life.

NEXT MST BOARD MEETING

The regular Board meeting adjourned in memory of the late Mayor Ralph Rubio, City of Seaside. The next regular MST Board meeting will be held on September 14, 2020.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

CITY COUNCIL CONSIDER OPENING A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC, INTRODUCING ORDINANCE TEXT AMENDMENT DELETING MUNICIPAL CODE, TITLE 8, CHAPTER 8.24 “SECURITY AND FIRE ALARM SYSTEMS” AND REPLACING IT WITH NEW CHAPTER 8.24 “ALARM SYSTEMS”

REQUEST:

It is requested that the City Council:

1. Consider opening a public hearing, and;
2. Consider introducing an ordinance for first reading by title only deleting Municipal Code, Title 8, Chapter 8.24 “Security and Fire Alarm Systems,” and replacing it with new Chapter 8.24 “Alarm Systems”.

BACKGROUND:

The City of Marina enacted Marina Municipal Code Chapter 8.24 “Security and Fire Alarm Systems” in 1988 with some sections being modified in 1996. The responsibility of enforcing the ordinance fell to the then Public Safety Department and ultimately the Police and Fire Departments handling their respective alarm responses when the Police Division and Fire Divisions were split into separate departments.

Managing false alarms is a time-consuming endeavor that includes data entry, fine retrieval, false alarm notification, fine collection et cetera. Many cities, Marina included, contract with third party vendors who provide alarm management services as the process is highly labor intensive and public safety agencies generally do not possess the personnel to perform the administrative duties required. In response to this need the City of Marina entered into an agreement with PMAM of Dallas, Texas, City Resolution #2019-113 (“**EXHIBIT B**”).

In order to allow PMAM to implement their false alarm management program the Police Department recommends replacing the currently outdated “Security and Fire Alarm Systems” ordinance (“**EXHIBIT C**”) with (“**EXHIBIT A**”) the proposed “Alarm Systems” ordinance. Approval of the proposed ordinance allows PMAM to implement its services and the City will be able to recover fees and fines not currently authorized by the current ordinance, i.e. unregistered alarm systems and multiple false alarm responses to nonpermitted residents and businesses.

False alarms put undue stress on the Police Department’s resources and replacing the current ordinance with one that is more robust, updated to current standards, and necessary for improved cost recovery of false alarm fees and fines is essential in seeking compliance for maintaining proper alarm systems and reducing improper or careless use by alarm users, and installation and monitoring companies.

ANALYSIS:

Staff examined numerous alarm system ordinances around the State that utilize PMAM, had the proper language to allow PMAM to administer their program and provided the legal and operational requirements needed in order to administer an effective alarm response ordinance.

The proposed ordinance, “Alarm Systems” is a much more detailed document that thoroughly addresses false alarms, alarm users, alarm company responsibilities, alarm monitoring companies and the Police Department’s response to said alarms. A component of the proposed ordinance and use of PMAM is an educational emphasis on prevention of false alarms that should reduce the number of police responses. As an example, the ordinance has a provision for the Alarm Administrator (PMAM) to establish an Alarm User Awareness Class. The class will inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms. The class would be available online.

Upon review of various alarm ordinances, it was found that many municipalities have a wider range of fees and fines. Most notably they have implemented fines for residences and business that have not registered their alarm systems with the local authorities. Currently, the City does not have any ability to administer fines against users of nonregistered alarm systems as there is no authority to do so within the current ordinance or in the fee schedule. The upshot of this is that properly registered alarm users are fined for false alarms and we have no ability to fine unregistered alarm users.

With passage of the new ordinance, PMAM will be granted the authority to implement their services that will include registration of alarms, fines, fees, and administrative tasks associated with management of the City’s false alarm program. This will dramatically increase the efficiency of the program and reduce responses to false alarms.

The tables below contain: Table 1: The City’s current alarm registration fees and fines and Table 2: Recommended additions to current registration fees and fines. Fines and fees in Table 2 will be presented to Council at a future Council Meeting recommending amendment to the City Fee Schedule adopting Table 2 fees and fines.

Table 1: City’s Current Alarm Registration Fees and Fines

Alarm Registration Renewal	\$20 per renewal
New Police Alarm Registration	\$25 per permit
Police False Alarm Response	1 st alarm within calendar year = No Charge 2 nd alarm within calendar year = \$150 3 rd , 4 th , 5 th alarm within calendar year = \$200 Each subsequent alarm within a calendar year = 250

Table 2: Recommended Additions to Current Registration Fees and Fines.

New Alarm System: Failure to notify Alarm Administrator within 20 days that an alarm system was installed and not sending required information to Alarm Administrator.	Fine = \$50
New Alarm Registration: Late Charge, failure to submit new alarm	Fine = \$75

application & registration fee within 30 days.	
Alarm Registration & Renewal Fee: Failure to renew alarm registration.	Fine = \$20 plus the renewal fee
Audible Alarms: Abatement of Malfunctioning Alarm	Alarm user shall be held responsible for actual costs to abate the malfunctioning alarm up to a maximum of \$300. (Written into ordinance)
Police False Alarm Response: Nonregistered Alarm	Fines: 1 st alarm within a calendar year = \$150 2 nd alarm within a calendar year = \$200 3 rd alarm within a calendar year = \$250 4 th alarm within a calendar year (Plus nonresponse status) = \$300
False Alarm Late Fee: Nonpayment of fine within 30 days	Fine = \$50 each false alarm
Alarm Installation Company Caused False alarm	Fine = \$100
Alarm Monitoring Company: Failure to Verify Alarm System signals.	Fine = \$100

If City Council approves the proposed ordinance, the Police Department will present a staff report at the proposed ordinance's second reading requesting Table 2 items be added to the City's Fee Schedule with recommended fees and fines.

The Police Department is conducting research of Monterey County jurisdictions to determine fair and accurate fines. As fees must be set by the cost of service, staff will analyze personnel time, materials, etc. to determine the actual cost of processing and administering each fee.

The Police Department strongly recommends the replacement of the current ordinance as it is outdated, does not provide language to allow PMAM to implement its services and does not contain authorization to update fees and fines. The ordinance will encourage registration compliance by residential and businesses, clearly define timelines for appeals and the appeal process, and correct nuisance alarms. The proposed ordinance also outlines an expectation to work with alarm installation and alarm monitoring companies, residents, and business owners to boost compliance on maintenance of alarm systems and using alarms system properly. The proposed ordinance is more specific in seeking compliance in maintaining properly functioning alarm systems.

FISCAL IMPACT:

Passage of the proposed ordinance will raise revenues above what has been garnered in the past. The increase will be due to more effective management of the alarm program as a whole and to the addition of additional fees and fines. The exact increase is not able to be calculated at this time. But an initial upsurge is expected, and a gradual decrease should be seen as alarm systems are managed more carefully by alarm users.

CONCLUSION:

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

Respectfully submitted,

Richard J. Janicki, Jr., Management Analyst
Police Department
City of Marina

REVIEWED/CONCUR:

Tina Nieto
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina

ORDINANCE NO. 2020 -

AN ORDINANCE DELETING TITLE 8, CHAPTER 8.24 "SECURITY AND FIRE SYSTEMS" AND ADOPTING TITLE 8, CHAPTER 8.24 ENTITLED "ALARM SYSTEMS".

-oOo-

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

1. The Current Chapter 8.24 is Deleted and New Chapter 8.24 is Adopted. Chapter 8.24 of the Marina Municipal Code, entitled "Security and Fire Systems" is deleted and a new Chapter 8.24 entitled "Alarm Systems" is hereby adopted, as set forth on the attached thirteen (13) pages, marked Exhibit "A," and incorporated herein by this reference thereto.
2. Effective Date. This ordinance shall be in full force and effect 30 days after its final passage and adoption.
3. Severability. If any portion of this ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.
4. CEQA Exemption. This ordinance is exempt from the environmental review requirements of CEQA pursuant to Section 15061 (b)(3) of Title 14 of the California Code of Regulations because it can be seen with certainty that there is no possibility that the provisions contained herein may have a significant negative effect on the environment.
5. Posting of Ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on August 18, 2020 and was passed and adopted at a regular meeting duly held on _____ by the following vote:

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

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

CHAPTER 8.24
ALARM SYSTEMS

8.24.010 Purpose**8.24.020 Definitions****8.24.030 Administration—Funding—Increases in Fees and Fines—Annual Evaluation****8.24.040 Alarm Registrations Required—Terms—Fees and Fee Collection****8.24.050 Registration Application—Contents****8.24.060 Transfer of Registration Prohibited****8.24.070 Duties of Alarm Users****8.24.080 Audible Alarms—Restrictions, Abatement of Malfunctioning Alarm****8.24.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies****8.24.100 Duties and Authority of the Alarm Administrator****8.24.110 False Alarm Fines—Fees—Late Charges****8.24.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response****8.24.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site****8.24.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines****8.24.150 Reinstatement of Suspended Alarm Registrations****8.24.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies****8.24.170 Police Department Response****8.24.180 Confidentiality of Alarm Information****8.24.190 Scope of Police Duty—Immunities Preserved****8.24.010 Purpose**

The City of Marina City Council finds and declares that:

- A. The vast majority of alarms to which the Police Department responds are False Alarms, which are reported to the Police by alarm companies.
- B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.
- C. The public and Police Officers are subjected to needless danger when the Officers are called to respond to False Alarms.
- D. Officers responding to False Alarms are not available to carry out other Police duties.
- E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.
- F. The purpose of this chapter is to reduce the dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.
- G. This chapter governs systems intended to summon a Police response, establishes fees, fines, establishes a system of administration, sets conditions for the suspension of a Police response, and establishes a public education and training program.

8.24.020 Definitions

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

“Alarm Administrator” means the person or persons designated by the Police Department to administer the provisions of this chapter.

“Alarm Agreement” means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

“Alarm Agreement Holding Company” means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User.

“Alarm Dispatch Request” means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

“Alarm Installation Company” means a person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service Alarm Systems used in a private business or proprietary facility.

“Alarm Registration” means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

“Alarm Response Manager (ARM)” means a person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the City’s Alarm Administrator.

“Alarm Site” means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.

“Alarm System” means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, which is intended to summon Police response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

“Alarm User” means any person and/or business who has contracted for Monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

“Alarm User Awareness Class” means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

“Alarm User List” means a list provided by the Alarm User’s Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User’s Monitoring Company.

“Arming Station” means a device that controls an Alarm System.

“Automatic Voice Dialer” means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice message to the Police Department or City requesting an officer dispatch to an Alarm Site.

“Burglar Alarm” means an alarm intended to identify the presence of an intruder in either a business or residence.

“Business License” means a Business License issued by the City of Marina Finance Department to an Alarm Installation Company or Monitoring Company to conduct business in the City.

“Cancellation” means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an Officer’s arrival at the Alarm Site.

“Conversion of Alarm User” means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

“Duress Alarm” means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an Officer response.

“Enhanced Call Confirmation (ECC)” means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User’s designated representatives by telephone and/or other electronic means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting a Police Burglar Alarm Dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this chapter, telephone confirmation shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Names and numbers of those contacted or attempted to contact, shall be provided when requested.

“False Alarm” means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site.

“Hold-Up Alarm” means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

“Local Alarm System” means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

“Monitoring” means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

“Monitoring Company” means a person in the business of providing Monitoring services.

“One Plus Duress Alarm” means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).

“Panic Alarm” means an Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring an officer response.

“Person” means an individual, corporation, limited liability company, partnership, association, organization, or similar entity.

“Protective or Reactive Alarm System” means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic, or other means, including use of devices that obscure or disable a person’s vision.

“Registration Number” means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

“Responsible Party” means a person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

“Robbery Alarm” means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a person is in need of immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as “Hold-Up Alarm or Duress Alarm.”

“Takeover” means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

“Zones” mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

8.24.030 Administration—Funding—Increases in Fees and Fines—Annual Evaluation

- A. Responsibility for administration of this chapter is vested with the Police Department.
- B. The Police Department shall designate an Alarm Administrator to carry out the duties and functions described in this section.
- C. Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City’s General Fund.
- D. The amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly adopted resolution of the City Council. For purposes of this subsection, “fees” include any type or class of fee and includes late charges.
- E. The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this chapter and identify and implement system improvements as warranted.

8.24.040 Alarm Registrations Required—Terms—Fees and Fee Collection

- A. An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A 30-day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process.
- B. Owners of Local Alarm Systems are required to adhere to all sections of this chapter and are subject to all fees, fines, suspensions, penalties, or other requirements that are applicable.
- C. The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.
- D. **Existing Alarm Systems**
 - 1. Any Alarm System that has been installed before the effective date of the ordinance codified in this chapter shall be registered and a registration fee collected by the Alarm Administrator.

a. The Alarm Agreement Holding Company shall provide within 40 days of the effective date of the ordinance codified in this chapter, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number to the Alarm Administrator.

b. The Alarm Agreement Holding Company may apply to the Alarm Administrator for an extension of the time limit in subsection (D)(1)(a) based on extenuating circumstances.

2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.

E. New Alarm Systems

1. Failure of an alarm user to notify the Alarm Administrator within 20 days that an Alarm System has been installed and send the Alarm Administrator the required information shall result in a fine.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the user shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee within the 30 days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

F. Alarm Registration and Renewal Fees

1. An Alarm Registration shall expire on July 1st of each year. New registrations will be prorated, and must be renewed annually by the Alarm User. The Alarm Administrator shall notify the Alarm User of the need to renew their registration 30 days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by resolution of the City Council.

G. Late Charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by resolution of the City Council.

H. Refunds. No refund of a registration fee or registration renewal fee will be made.

I. Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter; or

2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or

3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of a current valid State of California Department of Consumer Affairs Alarm Company Operators License.

4. Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue an Alarm Registration.

8.24.050 Registration Application—Contents

An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of Officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions, and staffing levels.

8.24.060 Transfer of Registration Prohibited

A. An Alarm Registration cannot be transferred to another person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within 10 business days after such change.

B. Exceptions may be made at the discretion of the Alarm Administrator when the transfer proposed is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

8.24.070 Duties of Alarm Users

A. An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;
 2. Make every reasonable effort to arrive at the Alarm System's location within 30 minutes after being requested by the Monitoring Company or Police Department in order to:
 - a. Deactivate an Alarm System,
 - b. Provide access to the Alarm Site, and/or
 - c. Provide alternative security for the Alarm Site;
 3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:
 - a. Receive notification of an Alarm System activation at any time,
 - b. Respond to the Alarm Site at any time, and
 - c. Provide access to the Alarm Site and deactivate the Alarm System, if necessary;
 4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report;
 5. Notify his, her, or its Monitoring Company of any suspension of Police response (as provided for under this chapter) and request that the Monitoring Company not make a Burglar Alarm Dispatch Request.
- B. Operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.
- C. Keep a set of written operating instructions for each Alarm System at each Alarm Site.

8.24.080 Audible Alarms—Restrictions, Abatement of Malfunctioning Alarm

A. No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The Chief of Police shall make the final determination regarding any question of an audible alarm within this section.

B. After the effective date of the ordinance codified in this chapter, no one shall install, modify or repair an Alarm System in the City of Marina that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than 15 consecutive minutes after the alarm is activated, or that repeats the 15-minute audible cycle more than two consecutive times during a single armed period.

C. In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than 60 minutes and the responsible person listed on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm up to a maximum of \$300.00. The City, its employees or agents shall not be responsible or liable for damage resulting from such disconnection.

8.24.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies

A. Registration.

1. No alarm company operator or alarm agent, as defined by the [Business and Professions Code](#), shall install, maintain, or repair any Alarm System within the City unless the Alarm Company operator or alarm agent has, prior to performing such work, obtained a City Business License.

2. Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this chapter, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within 30 days after being notified in writing from the Alarm Administrator may result in the suspension of Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address, and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City.

B. Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

- a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;
- b. How to prevent False Alarms; and
- c. How to operate the Alarm System.

2. After the effective date of the ordinance codified in this chapter, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of the ordinance codified in this chapter.

3. After the effective date of the ordinance codified in this chapter, Alarm Installation Companies shall not install, modify or repair “single action” devices for the activation of Hold-Up, Robbery or Panic Alarms. New devices shall require two actions or an activation time delay to provide more positive assurance that the user intends to activate the device.

4. Shall include a device in audible Alarm Systems which will limit the duration of the audible alarm to a period of not more than 15 minutes per activation.

5. Shall not use an Automatic Voice Dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

6. Ensure that Alarm Users of Alarm Systems equipped with a Duress, Robbery, Holdup or Panic Alarm has been provided adequate training as to the proper use of the Alarm System’s operation and function.

7. Shall supply Alarm Systems with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to four hours will not activate the Alarm System.

C. A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedures designated by the Alarm Administrator or other approved communication processes.

2. Employ Enhanced Call Confirmation procedures on All Burglar Alarm Dispatch Requests. The Marina Police Department may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Enhanced Call Confirmation. This subsection becomes effective 90 days after the effective date of the ordinance codified in this chapter.

3. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

4. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

5. Communicate all available Zone activations information (north, south, front, back, door, window, etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

6. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

7. Notify Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).

8. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site.

9. Maintain, for a period of at least one year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within 60 days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three business days after receiving the request. If the records are requested between 60 days and one year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within 30 days after receiving the request.

10. Shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

D. Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion and shall make a reasonable effort to provide to the Alarm Administrator, within 60 days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

8.24.100 Duties and Authority of the Alarm Administrator

A. The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and

2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

B. Establish a procedure to acquire and record information on Alarm Dispatch Requests.

C. Establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:

1. The date and time of an Officer's response to the False Alarm; and

2. Any False Alarm fine incurred.

D. The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of each False Alarm. The conference may be held in person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate may result in suspension of the Alarm Registration, as indicated by the facts of the case.

E. The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms.

F. If a false Robbery, Hold-Up or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may consider a waiver or partial waiver of the False Alarm fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

G. The Alarm Administrator shall make a copy of this chapter and/or an ordinance summary sheet available to each Alarm User.

H. The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

8.24.110 False Alarm Fines—Fees—Late Charges

A. The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site. The amount of said fines for the listed categories shall be established by City Council and may be subsequently amended by resolution of the City Council.

1. Burglar False Alarm Fines;
2. Robbery False Alarm Fines;
3. Panic False Alarm Fines.

B. If a False Alarm fine is not paid within 30 days after the invoice is mailed, a late charge as established by resolution of the City Council shall be imposed.

C. **Fines for False Alarms from Non-Registered Alarm Systems.** For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by resolution of the City Council.

D. Any Monitoring Company after five business days of receiving notice from the Alarm Administrator that an Alarm User's registration status is that of Non-registered shall not make a Burglar Alarm Dispatch Request from that Alarm User

E. If Cancellation of a Police response occurs prior to the Officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

F. The Alarm Installation Company shall be assessed a fine in an amount established by resolution of the City Council if the Officer responding to a False Alarm determines that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

G. A fine in an amount established by resolution of the City Council shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in Section [8.24.090\(C\)\(2\)](#) of this chapter.

H. Notice of the right of appeal under this chapter will be included with notice of any fine.

I. All registration fees, renewal registration fees or fines assessed under this section are due within 30 days of written notice unless otherwise noted. A late charge in an amount established by resolution of the City Council shall be imposed for each individual fee or fine due that is not paid within 30 days.

J. The Alarm Administrator may waive the False Alarm fine for the first chargeable False Alarm during the Alarm User's one-year registration period, pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User shall have successfully completed the class within 30 days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

8.24.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response

A. The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended after the fourth False Alarm (**PER MUNI CODE 8.24.120: “WITHIN ANY THREE CONSECUTIVE CALENDAR MONTH PERIOD OR TWO FALSE ROBBERY ALARMS WITHIN ANY THREE CONSECUTIVE CALENDAR MONTH PERIOD IS EXCESSIVE AND THEREBY CONSTITUTES A PUBLIC NUISANCE** during the Alarm User’s one-year Alarm Registration period, (excluding Duress, Robbery, Holdup and Panic Alarms), and that the Alarm User has the right to appeal.

B. The Alarm Administrator shall notify the Alarm User in writing 30 days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this chapter shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

8.24.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site

A. The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application; or
2. The Alarm User has had four or more False Burglar Alarms within the one-year registration period, except that the Alarm Administrator may waive a suspension of a registration upon receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension; or
3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this section.

B. It is a violation of this section for a person to operate a Burglar Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this chapter for a Monitoring Company to make an Alarm Dispatch Request to a Burglar Alarm Site after the Monitoring Company’s Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm Administrator that the registration for that Alarm Site has been suspended. A grace period of five business days after the ARM’s notification shall be granted the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by resolution of the City Council for requesting a Burglar Alarm Dispatch Request on a suspended Alarm Site.

C. **False Alarm Fines Under Suspension Status.** In addition to the fines set forth in Section [8.24.110\(A\)](#), a supplemental fine is hereby imposed upon any person operating a suspended Burglar Alarm System. The amount of said fines shall be established by resolution of the City Council.

D. It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred.

E. Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an Officer to an Alarm Site for which an Alarm Registration is suspended.

8.24.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines

A. If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.

B. The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection A to the Police Chief (or designee) by setting forth in writing the reasons for the appeal and delivering the appeal to the Police Chief (or designee) within 20 days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

C. The procedure for an appeal to the Police Chief (or designee) is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by paying an appeal fee and setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action." The appeal fee shall be in an amount established by resolution of the City Council and will be returned to the appealing party if the appeal is successful.

2. The Police Chief (or designee) shall conduct a hearing on the appeal within 30 days after the Police Department's receipt of the request for appeal and appeal fee and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Police Chief (or designee) must base the decision on the preponderance of evidence presented at the hearing and must render a decision within 15 days after the date of the hearing. The decision shall affirm or reverse the decision or action taken by the Alarm Administrator.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.

D. The Alarm Administrator or the Police Chief, or their respective designees, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications service's provider (i.e., telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than four hours or severe weather such as a tornado, earthquake, or excessive winds (35 m.p.h. or above as measured by the City of Marina (LIST LOCATION such as the International Airport weather monitoring station);

3. Evidence that an Alarm Dispatch Request was not a False Alarm; or

4. The occurrence of multiple alarms within a 24-hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.

E. The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

8.24.150 Reinstatement of Suspended Alarm Registrations

A. On the suspension of an Alarm Registration, a person whose Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the person:

1. Pays a reinstatement fee as established by resolution of the City Council;
2. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;
3. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;
4. The Alarm User successfully completes an Alarm User Awareness Class and test.

B. The Police Department shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future Police response has been properly restored.

8.24.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies

A. The Police Chief or Chief's designee may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1. There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected; and/or
2. The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than 60 days after the fee, fine, or other charge is due.

B. The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with California licensing requirements or failed to maintain a valid copy of the State of California Department of Consumer Affairs Alarm Company Operators License.

C. A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has 60 days after the written notice of suspension before Police response is suspended to its alarm customers.

D. The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

E. The City shall assess the Alarm Installation Company or Monitoring Company a reinstatement fee in an amount established by resolution of the City Council. In addition, if the Alarm Administrator has incurred costs in notifying Alarm Users by mail of the suspension of their Alarm Installation Company or Monitoring Company, reimbursement to the City of those costs shall be a condition of reinstatement.

8.24.170 Police Department Response

A. Subject to the suspension provisions in Section [8.24.130](#) and the discretion discussed in Section [8.24.190](#), the Police Department at its discretion will respond to all “in progress” Robbery, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Police supervisors may, at their discretion, cancel a Police response to any or all alarms based on weather or other factors affecting Police service needs.

B. The Police Chief or designee may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

8.24.180 Confidentiality of Alarm Information

All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm Administrator, City of Marina and any third-party alarm administrator. Such information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any person other than a law enforcement agency, third party administrator or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order. Per California [Government Code](#) Section 6254(f).

8.24.190 Scope of Police Duty—Immunities Preserved

The issuance of Alarm Registrations does not create a contract between the Police Department and/or the City of Marina and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, on the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department to respond to an Alarm Dispatch Request is hereby disclaimed and full governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that the Police Department response is influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.

RESOLUTION NO. 2019- 113

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AGREEMENT BETWEEN THE CITY OF MARINA
AND PMAM FALSE ALARM MANAGEMENT SERVICES, OF DALLAS, TEXAS,
FOR USE OF THEIR FALSE ALARMS PROCESSING SERVICES, AUTHORIZE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND
AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY**

WHEREAS, the Marina Police and Fire Departments identified the need to retain a false alarm processing company as a lack of staff has made the processing of false alarm cards over burdensome and inefficient, and;

WHEREAS: Police and Fire Departments researched various false alarms management services to determine which company best fit the financial and false alarm processing needs of the City, and;

WHEREAS, Police and Fire Departments identified PMAM False Alarm Management Services as the company who meets the financial and false alarms card processing needs of the City, and;

WHEREAS, in-house processing of false alarm cards by the Police and Fire Department is not currently meeting the customer service needs of the public and is hampered by a lack of personnel to efficiently run the program.

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

1. Approve agreement with PMAM False Alarms Management Services (“EXHIBIT A”) of Dallas, Texas, to provide a false alarm card processing services for the City, and;
2. Authorizes Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize City Manager to execute purchase agreement on behalf of City subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of November 2019 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

Chapter 8.24 SECURITY AND FIRE ALARM SYSTEMS

Sections:

- 8.24.010 Purpose.**
- 8.24.020 Definitions.**
- 8.24.030 Alarm business registration.**
- 8.24.040 Alarm agent registration.**
- 8.24.050 Notification of change.**
- 8.24.060 Alarm user's permit.**
- 8.24.070 Alarm system standards.**
- 8.24.080 Telephone device prohibited.**
- 8.24.090 Monitoring services.**
- 8.24.100 Disconnection of audible alarms.**
- 8.24.110 Registration, permit and service fees.**
- 8.24.120 Nuisance alarms.**

8.24.010 Purpose.

The purpose of this chapter is to establish standards and controls for the various types of intrusion, hold-up, smoke, fire and other emergency signals from alarm systems that require police or fire department response or investigation, and for the businesses and persons installing and servicing said systems in order to protect the public health, welfare and safety and control the excessive number of false alarms. (Ord. 88-5 § 1 (part), 1988)

8.24.020 Definitions.

For the purposes of this chapter, the following definitions shall apply:

“Alarm agent” means any person who is self-employed or employed either directly or indirectly by an alarm business whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing an alarm system in or on any building, place or premises.

“Alarm business” means any person, firm or corporation conducting or engaged in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring an alarm system in or on any building, place or premises.

“Alarm system” is any device designed for the detection of an unauthorized entry, smoke or fire on premises or for alerting others of the commission of an unlawful act, and which, when actuated, emits a sound or transmits a signal to indicate that an emergency situation exists, and to which public safety personnel are expected to respond.

“Alarm user” means any person using an alarm system at his place of business or residence.

“Audible alarm” is a device designed for the detection of smoke, fire or the unauthorized entry on or attempted entry into a premises or structure or for alerting others of the commission of an unlawful act, and which, when actuated, generates an audible sound on the premises.

“Director” means the director of public safety of the city of Marina, or his designated representative.

“False alarm” means the activation of an alarm system necessitating response by the public safety department when an emergency does not exist; provided, however, alarms generated by earthquakes, or unusual weather conditions will not be considered as false alarms.

“Nonpriority” means that public safety department response to the activation of an alarm will not be given precedence over other calls and will be predicated upon availability of public safety units and other service needs. (Ord. 88-5 § 1 (part), 1988)

8.24.030 Alarm business registration.

A. It is unlawful for any person, partnership, corporation or firm to own, manage, conduct or carry on the business of selling, leasing, installing, servicing, maintaining, repairing, replacing, moving, removing or monitoring an alarm system in or on any building, place or premises within the city without first having registered with the public safety department; provided, however, such registration shall not be required for any business which only sells or leases said alarm systems from a fixed location, unless such business services, installs, monitors or responds to alarm systems at the protected premises.

B. Registration shall be accomplished by furnishing such information as may be required by the public safety department, including, but not limited to, the full name of the business, the number of the license issued pursuant to Section 7582 of the Business and Professions Code for the alarm business, and the name and business address of the manager of operations for the area which includes the city. (Ord. 96-25 § 1(18), 1996; Ord. 88-5 § 1 (part), 1988)

8.24.040 Alarm agent registration.

A. It is unlawful for any person, including the owners of an alarm business, to engage directly in the selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing of an alarm system in or on any building, place or premises within the city without first having registered his or her name and filed with the director of public safety a copy of the alarm agent registration card issued pursuant to the provisions of Section 7582.13 of the California Business and Professions Code.

B. Nothing herein shall require a person to so register in order to install, service, repair, alter, replace, or move an alarm system on the premises owned or occupied by that person.

C. Nothing herein shall require a person to so register who is merely a salesman for any business not required to obtain an alarm business permit under the provisions of Section [8.24.030](#) if such salesman does not engage in any other activities related to alarm systems apart from selling.

D. Every person engaged in installing, repairing, servicing, altering, replacing, moving or removing an alarm system as defined herein on any premises within the city, other than premises owned or occupied by said person, shall carry on his person at all times while so engaged a valid state alarm agents' registration card and shall display such card to any public safety officer upon request. (Ord. 96-25 § 1(19), 1996; Ord. 88-5 § 1 (part), 1988)

8.24.050 Notification of change.

A. Any alarm business registered with the public safety department shall immediately report to the director any change of address or ownership of the business or the name or area which includes the city.

B. Any person registered as an alarm agent shall immediately report to the director any change of address. (Ord. 88-5 § 1 (part), 1988)

8.24.060 Alarm user's permit.

- A. No person shall install, or cause to be installed, use, maintain or possess an alarm system on premises owned or in the possession or control of such person within the city without first having obtained an alarm user's permit from the director in accordance with this section.
- B. Owners of existing alarm systems will be notified of these permit requirements as discovered. In such cases, permit applications shall be made within thirty days of notification.
- C. The application for an alarm user's permit shall be submitted on a form as prescribed by the director and shall include the address of the premises wherein the system is to be located and the name, address and telephone number of the applicant and persons who will render service or repairs during any hour of the day and night. It shall be the duty of the alarm user to keep this information current.
- D. The permit shall be denied by the director if the alarm system does not comply with this chapter or standards adopted pursuant to Section [8.24.070](#).
- E. The appeal process shall be as follows:
 - 1. Upon denial, the party whose application has been denied may request a hearing before the director or his designate.
 - 2. At said hearing, the party who requested the hearing shall be entitled to present evidence on his own behalf.
 - 3. If the application is denied after said hearing, the director or his designated hearing officer shall state in writing the reasons for the denial.
 - 4. The decision of the director or his designated hearing officer shall be final. (Ord. 88-5 § 1 (part), 1988)

8.24.070 Alarm system standards.

The director may adopt standards and regulations for the operation of alarm systems. Any such standards and regulations shall be available to the public for distribution in written form at a reasonable fee. (Ord. 88-5 § 1 (part), 1988)

8.24.080 Telephone device prohibited.

Except as provided in this chapter, no person shall use or cause to be used any telephone device or telephone attachment that automatically selects a public telephone trunk line to the city public safety department, the Monterey County communications center, or to any other telephone number without the agency director's or owner's permission, and then reproduces any prerecorded message to report any burglary or other emergency. (Ord. 88-5 § 1 (part), 1988)

8.24.090 Monitoring services. Every alarm business which monitors an alarm system located within the city shall maintain on file a current listing of all such alarm systems, including the name, address and telephone number of the individual or individuals from whom entry to the premises may be obtained. Said information shall be available to the public safety department upon request. (Ord. 88-5 § 1 (part), 1988)

8.24.100 Disconnection of audible alarms.

If service is unavailable, audible alarms which have emitted an alarm signal in excess of thirty minutes are declared to be a nuisance, and the public safety department may cause such alarm to be disconnected

by a registered alarm agent, with the cost therefor to be a charge payable by the alarm user. This charge will be separate and apart from all other charges. (Ord. 88-5 § 1 (part), 1988)

8.24.110 Registration, permit and service fees.

A. Fees and charges for services provided by the city in connection with this chapter shall be charged, and in connection therewith the director and the city manager may establish, pursuant to the city's fee and service charge revenue-to-cost determination system, as set forth in Chapter [3.24](#), the following fees:

1. Alarm business registration fee;
2. Alarm agent registration fee;
3. Alarm user's permit fee; and
4. False alarm service fee, for both false fire alarms and for false burglary, robbery, and other similar security alarms.

B. All registration and permit fees shall be due and payable at the time of obtaining a permit or registering with the city hereunder, and all false alarm service fees shall be due and payable within thirty days after an invoice or bill is mailed for same.

C. The amount of all fees shall be deemed a debt to the city. An action may be commenced in the name of the city in any court of competent jurisdiction for the amount of any delinquent service or other fee, and in any such action the city shall be entitled to an award of attorney's fees and costs. (Ord. 88-5 § 1 (part), 1988)

8.24.120 Nuisance alarms.

A. The director may designate an alarm system at a specific location as a nuisance if such alarm system actuates excessive false alarms.

B. It is found and determined that four false fire or burglary alarms within any three consecutive calendar month period or two false robbery alarms within any three consecutive calendar month period is excessive and thereby constitutes a public nuisance. The director shall not consider any alarm in his computation of nuisance alarms if such alarm was generated by earthquakes, or unusual weather conditions, and not the result of the negligence of the alarm user, his agents, or employees.

C. The permit of an alarm user shall be automatically suspended if in violation of standards established by subsection B of this section. The director or his designate shall serve the permittee with a written order of suspension, which shall state the reason for such suspension. The order shall be effective immediately if personally served or forty-eight hours after the same has been deposited with postage prepaid in the United States mail.

D. Immediately upon such order of suspension becoming effective, the alarm system shall receive nonpriority response from the public safety department.

E. The suspension of the alarm user's permit shall become a revocation fifteen days after the suspension becomes effective unless the permittee requests a hearing.

F. The permittee may request a hearing from the director. While the hearing is pending, the revocation shall be stayed.

G. At the hearing, the permittee may present evidence on his own behalf. The permittee may also present written verification that the alarm system has been completely evaluated and the problem located and corrected.

H. If the revocation is ordered after the hearing, the director or his designated hearing officer shall state in writing the reasons for the revocation.

I. The decision of the director or designated hearing officer shall be final. (Ord. 88-5 § 1 (part), 1988)

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING UPDATED CANNABIS BUSINESS APPLICATION AND
PERMIT RELATED FEES CONSISTENT WITH THE 2018 VOTER
APPROVED CITY OF MARINA COMMERCIAL CANNABIS BUSINESS
ACTIVITIES ORDINANCE**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving Updated Cannabis Business fees in accordance with the 2018 Voter Approved City of Marina Commercial Cannabis Business Activities Ordinance.
2. Authorizing Finance Director to update the City-wide fee schedule accordingly.

BACKGROUND:

On November 6, 2018, the citizens of the City of Marina passed an Ordinance allowing Cannabis Business Activity and Establishing Taxes and Fees for Such Businesses within the City of Marina.

The voter initiative established Chapter 19 of the City of Marina Municipal Code (MMC), titled the City of Marina Commercial Cannabis Activities Ordinance (the Ordinance), and made amendments to MMC Chapter 5 Business Taxes, Licenses and Registrations and Chapter 17 Zoning. These municipal code additions and amendments took effect on April 1, 2019. As approved by the voters, the Ordinance provided the regulatory framework for the Commercial Cannabis Activities program and provided for the City to establish cost recovery fees for the processing of commercial cannabis business applications and permits.

ANALYSIS:

On April 2, 2019, the City Council adopted the Cannabis Business fees summarized in Table 1, in accordance with the 2018 Voter Approved City of Marina Commercial Cannabis Business Activities Ordinance.

Table 1. Current Cannabis Fee Schedule

Fee	Amount
Dispensary Application Fee*	\$8,000
Non-Dispensary Application Fee*	\$8,000
Cannabis Dispensary Application CUP Fee*	\$7,000
Cannabis Non-Dispensary Administrative Permit Fee*	\$3,000
Cannabis LiveScan Fee	\$168
Cannabis Zoning Verification Letter	\$200
Cannabis Background Review Fee	\$300
Cannabis Appeal Process Fee	\$1,986

*Fee subject to hard cap set by the 2018 Voter Approved Cannabis Business Activities Ordinance

The voter approved Ordinance provided for certain fees to be set by City Council resolution and included in the City’s Master Fee Schedule. The current fees depicted in Table 1 above were set using a cost recovery analysis fee study and incorporating the caps described above. The study considered staff time, consultant fees, and overhead costs to process cannabis business applications. The initial fees set by the fee study were developed utilizing estimated time and materials as no applications had been process prior. Certain fees are subject to specific caps set by the Ordinance. Section 19.02.020 C of the ordinance states, “All applicants shall pay an application fee, a permit fee, and all inspection fees that may be required as part of the application process...” The specific caps set forth in the Ordinance provide for the following maximum application fees: a dispensary (and non-dispensary) permit application fee not to exceed \$8,000; a Cannabis Dispensary Application Conditional Use Permit fee of \$7,000; and, a Cannabis Non-dispensary Application Administrative Use Permit Fee of \$3,000.

The cannabis business fees adopted in 2019, need to be updated. Since the initial study was performed, staff has had the experience of processing applications which has provided real world empirical data on the amount of time and other costs necessary to process an application. In addition, the established fees do not include fees for inspections, audits and pre-license site visits as these fees were not yet developed or needed in 2019. The new fees will be necessary to facilitate the opening and regulating of the commercial cannabis businesses that have recently been awarded conditional use permits.

In order to process and permit a commercial cannabis business, the following services summarized in Table 2 are necessary.

Table 2. Current Cannabis Fee Schedule

Fee	Service
Dispensary Application	Application packages reviewed, businesses vetted for qualifications, scored and ranked
Non-Dispensary Application	Application packages reviewed, businesses vetted for qualifications, scored and ranked
Cannabis Dispensary Application CUP	Application reviewed for MMC code requirements, presented to PC and CC for approval
Cannabis Non-Dispensary Administrative Permit	Application reviewed for MMC code requirements, presented to PC for approval
Cannabis LiveScan	Fingerprint services for criminal background
Cannabis Zoning Verification Letter	Verification that site meets zoning standards
Cannabis Background Review	
Initial Check	Full background review for new principal employees
Renewal Check	Updated background review for existing principal employees
Cannabis Appeal Process Fee	Process application, investigate, conduct hearing
Pre-license Site Visit	Site plan review, site visits, post-inspection report and any follow up necessary
Regulatory Compliance Inspections	Onsite annual compliance inspection, site visit, travel costs, post-inspection report
Re-inspections	Follow up visit inspections
Cannabis Tax Audits	Conduct an annual financial audit of each cannabis business

2020 Cost Recovery Analysis Fee Study

To review the adequacy of the current fees and to develop a full cost recovery model for new fees, staff performed an updated cost recovery fee analysis. The fee analysis performed are contained in the attached **EXHIBIT “A”**, containing a full cost recovery analysis for Dispensary Cannabis Businesses (retail), and **EXHIBIT “B”**, containing a full cost recovery analysis, for Non-Dispensary Cannabis Businesses (non-retail). All fees included involve staff time, consultant fees, and overhead costs necessary to provide the services outlined in Table 2.

The following Table 3 contains a summary of the proposed 2020 Commercial Cannabis Business Fees resulting from the cost recovery fee analysis.

Table 3. Current Cannabis Fee Schedule

Fee	Amount
Dispensary Application Fee*	\$8,000
Non-Dispensary Application Fee*	\$8,000
Cannabis Dispensary Application CUP Fee*	\$7,000
Cannabis Non-Dispensary Administrative Permit Fee*	\$3,000
Cannabis LiveScan Fee	\$168
Cannabis Zoning Verification Letter	\$192
Cannabis Background Review Fee	
Initial Check	\$300
Renewal Check**	\$100
Cannabis Appeal Process Fee	\$1,960
Pre-license Site Visit**	\$1,849
Regulatory Compliance Inspections**	\$1,606
Re-inspections**	\$956
Cannabis Tax Audits**	\$6,351

*Fee subject to hard cap set by the 2018 Voter Approved Cannabis Business Activities Ordinance

** New proposed fee

The proposed updated fees from the 2019 established fee schedule have been refined based on staff's experience in processing the twelve applications that were submitted in June 2019. Also incorporated were updated staff hourly rates and consultant (HdL) costs. Both, the updated fees and the new fees incorporate the HdL fees included in the contract approved by the City Council on April 7, 2020.

FISCAL IMPACT:

The Ordinance provides for certain fees to be set, subject to specific caps, by City Council resolution and included in the City's Master Fee Schedule. The caps include an \$8,000 application fee, a \$7,000 permit fee for retail cannabis dispensaries, and a \$3,000 permit fee for non-dispensary cannabis businesses.

As part of the HdL Consultant Services contract approved by the City Council on February 5, 2019, HdL assisted the City with a model to realize full cost recovery of the City's expenses in processing and permitting Cannabis Businesses. This model included the fully burdened rate of key staff members, their estimated time involved, and the costs of the HdL contract. This model has been updated to reflect adjustments to staff time allocations, overhead rates, consultant contract prices, and the addition of new fees necessary for the services provided.

The attached **EXHIBIT “A”** contains a full cost recovery analysis, with proposed fees, for Dispensary Cannabis Businesses (retail). The attached **EXHIBIT “B”** contains a full cost recovery analysis, with proposed fees, for Non-Dispensary Cannabis Businesses (non-retail).

CONCLUSION:

Adopting the attached Resolution will approve Cannabis Business fees in accordance with the 2018 Voter Approved City of Marina Commercial Cannabis Business Activities Ordinance.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

Reviewed and Concurred by,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
UPDATED CANNABIS BUSINESS APPLICATION AND PERMIT RELATED FEES
CONSISTENT WITH THE 2018 VOTER APPROVED CITY OF MARINA COMMERCIAL
CANNABIS BUSINESS ACTIVITIES ORDINANCE

WHEREAS, on November 6, 2018, the citizens of the City of Marina passed an Ordinance allowing Cannabis Business Activity and Establishing Taxes and Fees for Such Businesses within the City of Marina; and

WHEREAS, the voter initiative established Chapter 19 of the City of Marina Municipal Code, titled the City of Marina Commercial Cannabis Activities Ordinance, and made amendments to Chapter 5 Business Taxes, Licenses and Registrations and Chapter 17 Zoning; and

WHEREAS, said Ordinance took effect on April 1, 2019; and

WHEREAS, said Ordinance provides for application and permit fees to be set, subject to specific caps, by City Council resolution and included in the City's Master Fee Schedule; and

WHEREAS, on February 5, 2019, the City Council approved a contract with HdL Companies to provide cannabis program subject matter expertise, to develop and manage the process to select permitted cannabis businesses, to provide inspection compliance services and to conduct a cost recovery study for the creation of application fees consistent with the voter approved Cannabis Ordinance; and

WHEREAS, on April 19, 2019, the City Council approved Resolution No. 2019-35 establishing Commercial Cannabis Business Fees as part of the City's Master Fee Schedule, as provided for in the City of Marina Commercial Cannabis Activities Ordinance. Said fees were developed using a full cost recovery fee analysis model provided by HdL; and

WHEREAS, there is presently a need to update the model to reflect adjustments to staff time allocations, overhead rates, consultant contract prices, and new fees necessary for additional services that will be necessary to fully permit and regulate commercial cannabis businesses.

WHEREAS, said full cost recovery analysis and fee recommendations are included in Exhibit "A" Dispensary Permit Application Fees and Exhibit "B" Cannabis Non-Dispensary Fee Cost Summary; and

WHEREAS, notice of the public hearing and a general explanation of the changes proposed was given in accordance with Government Code Section 6062a and there were no written requests for mailed notice of meetings or the public hearing on file with the City; and

WHEREAS, the cost of services benefiting individuals and not the entire community should be borne by the individuals receiving the service. Therefore, determining the cost of services ensures that fees recover only costs reasonably borne, as established by Section 8(c) of Proposition 4, now Article XIIIB of the California Constitution; and

WHEREAS, appropriate data has been available to the public since August 7, 2020, indicating the cost or estimated cost required to support the fees and charges for which changes are proposed; and

WHEREAS, on August 18, 2020, the City Council held a public hearing, for which notice was provided in accordance with Government Code Section 6062a, and took oral or written testimony from members of the public and information from staff regarding the Cost of Service Study for Commercial Cannabis Activities.

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

1. Approve the Amendment to the “City of Marina Master Fee Schedule” incorporating the Cannabis Business related fees recommended **(EXHIBIT A)** and **(EXHIBIT B)**, attached hereto and incorporated herein by this reference, and direct that all new fees and services charges shall take effect as of August 19, 2020.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th 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"

Cannabis Dispensary Fee Cost Summary

				Full Cost Recovery	Proposed Fees
Dispensary Permit Application Fee (\$8,000 max)					
Phase 1	\$	3,072.34	\$	3,072.00	\$ 3,050.00
Phase 2	\$	2,725.99	\$	2,725.00	\$ 2,703.00
Phase 3	\$	2,269.77	\$	2,269.00	\$ 2,247.00
Total Dispensary Permit Application Fee*	\$	8,068.10	\$	8,066.00	\$ 8,000.00
*deposit charged against staff & consultant time					
Cannabis Dispensary Application CUP Fee (\$7,000 max)					
Cannabis Dispensary Application Conditional	\$	7,083.50	\$	7,084.00	\$ 7,000.00
Use Permit Fee					
Other Fees					
Cannabis LiveScan Fee	\$	168.06	\$	168.21	\$ 168.00
Cannabis Zoning Verification Letter	\$	191.66	\$	200.08	\$ 192.00
Cannabis Background Review					
Initial Check	\$	300.00	\$	300.00	\$ 300.00
Renewal Check	\$	100.00	\$	100.00	\$ 100.00
Cannabis Appeal Process Fee	\$	1,960.42	\$	1,960.00	\$ 1,960.00
Pre-License Site Visit					
Regulatory Compliance Inspections		1,848.78	\$	1,853.09	\$ 1,849.00
Reinspections		1,606.22	\$	1,612.71	\$ 1,606.00
Cannabis Tax Audits		956.22	\$	962.71	\$ 956.00
		6,350.65	\$	6,071.73	\$ 6,351.00

Cannabis Dispensary Fees

Fee	
Dispensary Permit Application Fee (\$8,000 max)	
Phase 1	\$ 3,050.00
Phase 2	\$ 2,703.00
Phase 3	\$ 2,247.00
Total Dispensary Permit Application Fee*	\$ 8,000.00
*deposit charged against staff & consultant time	
Cannabis Dispensary Application CUP Fee (\$7,000 max)	
Cannabis Dispensary Application Conditional Use Permit Fee	\$ 7,000.00
Other Fees	
Cannabis LiveScan Fee	\$ 168.00
Cannabis Zoning Verification Letter	\$ 192.00
Cannabis Background Review	\$ 300.00
Initial Check	\$ 100.00
Renewal Check	\$ 1,960.00
Cannabis Appeal Process Fee	\$ 1,849.00
Pre-License Site Visit	\$ 1,606.00
Regulatory Compliance Inspections	\$ 956.00
Reinspections	\$ 6,351.00
Cannabis Tax Audits	

Cannabis Services						
Activity	Position	Rate	Units	Permit fee	Fee Discription	
Zoning Verification Letter	Planning Services Manager	\$ 95.83	2.00	\$ 191.66	verification that site meets zoning standards	
Fingerprinting						
DOJ abstract review	Police Commander	\$ 119.06	1.00	\$ 119.06	Fingerprint services	
DOJ/FBI CORI fee				\$ 49.00		
LiveScan Fee				\$ 168.06		
Background Review (Provisional)						
HdL Background (Initial)	HdL staff	\$ 300.00	1	\$ 300.00	Full background review	
HdL Background (Renewal)	HdL staff					
Appeal Process Fee						
	HdL					
	Assistant City Manager	\$ 141.33	8	\$ 1,130.64	Review Appeal,	
	Planning Services Manager	\$ 95.83	2	\$ 191.66	Application, conduct	
	Police Commander	\$ 119.06	2	\$ 238.12	hearing and provide final	
	City Attorney	\$ 100.00	4	\$ 400.00	recommendation	
Total				\$ 1,960.42		
Pre-License Site Visits						
	HdL Staff	\$ 1,600	1.00	1,600.00	Site plan review, agency	
	Assistant City Manager	\$ 141.33	1.00	141.33	coordination, site visit,	
	Planning Services Manager	\$ 95.83	0.50	47.92	travel costs, post-	
	Police Commander	\$ 119.06	0.50	59.53	inspection report and any	
Total				1,848.78	follow up	
Cannabis Tax Audits						
	HdL Staff	\$ 6,000	1.00	6,000.00	Conduct an annual	
	Assistant City Manager	\$ 141.33	0.50	70.67	financial audit of each	
	Finance Director	\$ 139.99	2.00	279.98	cannabis business	
Total				6,350.65		
Regulatory Compliance Inspections						
	HdL Staff	\$ 1,250	1.00	1,250.00	1 onsite compliance	
	Assistant City Manager	\$ 141.33	1.00	141.33	inspection annually.	
	Planning Services Manager	\$ 95.83	1.00	95.83	agency coordination, site	
	Police Commander	\$ 119.06	1.00	119.06	visit, travel costs, post-	
Total				1,606.22	inspection report and any follow up	
Reinspections						
	HdL Staff	\$ 600	1.00	600.00	Follow up visit inspections	
	Assistant City Manager	\$ 141.33	1.00	141.33		
	Planning Services Manager	\$ 95.83	1.00	95.83		
	Police Commander	\$ 119.06	1.00	119.06		
Total				956.22		

Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-1: Determination of Eligibility and Application

	NAME	HOURS FOR		RATE	OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
		PHASE 1	TOTAL		COSTS		
Staff							
Assistant City Manager		18	\$ 2,543.94				Program Development Project Manager, meetings and reports
Deputy City Clerk		6	\$ 394.38				Program Development meetings and reports
Police Commander		12	\$ 1,428.72				Program Development meetings and reports
Planning Services Manager		12	\$ 1,149.96				Program Development meetings and reports
City Attorney Office							
City Attorney		12	\$ 1,200.00				Program Development, legal advise, meetings and report review
Hdl Companies							
Subject matter expertise and technical review		3	\$ 2,500.02		n/a		Per approved contract
Subtotal		\$	9,217.02	\$	-		
Total		\$	9,217.02	\$	9,217.02		
Per applicant		\$	3,072.34	\$	3,072.34		assuming 3 applicants

Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-2: Initial Ranking

	NAME	HOURS FOR		OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
		RATE	PHASE 2	TOTAL	COSTS	
Staff						
Assitant City Manager		\$ 141.33	18	\$ 2,543.94		Program Development Project Manager, meetings and reports
Police Commander		\$ 119.06	9	\$ 1,071.54		Program Development meetings and reports
Planning Services Manager		\$ 95.83	9	\$ 862.47		Program Development meetings and reports
						Program Development meetings and reports
City Attorney Office						
City Attorney		\$ 100.00	12	\$ 1,200.00		
						Program Development, legal advise, meetings and report review
Hdl Companies						
Subject matter expertise and technical review		\$ 833.34	3	\$ 2,500.02	n/a	Per approved contract

Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-3: Second Ranking

	NAME	HOURS FOR		RATE	TOTAL		OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
		PHASE 3					COSTS		
Staff									
	Assitant City Manager	15	\$	141.33	\$	2,119.95			Plans and prepares interview process and participates in Selection Committee panel
	Police Commander	6	\$	119.06	\$	714.36			Not required for Phase 3 see below Selection Committee panel
	Planning Services Manager	6	\$	95.83	\$	574.98			Not required for Phase 3 see below Selection Committee panel
City Attorney Office									
	City Attorney	9	\$	100.00	\$	900.00			30 minutes per applicant (assuming 12 applicants)
Hdl Companies									
	Preparation and Interview panel support	3	\$	833.34	\$	2,500.02	n/a		Per approved contract
	Subtotal		\$		\$	6,809.31	\$	-	
	Total						\$	6,809.31	
	Per applicant		\$		\$	2,269.77			assuming 3 applicants

Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-4: Public Meeting and City Manager Recommendation

	NAME	HOURS FOR			TOTAL	OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
		RATE	PHASE 4			COSTS		
Staff								
	Assitant City Manager	\$ 141.33	30	\$	4,239.90			Memo preparation, and final recommendations
	Police Commander	\$ 119.06	15	\$	1,785.90			Attend public meeting/Council meeting/assist in final recommendation report
	Planning Services Manager	\$ 95.83	90	\$	8,624.70			Attend public meeting/Council meeting, prepare final recommendationreport
City Attorney Office								
City Attorney		\$ 100.00	66	\$	6,600.00			Memo review, final procedures, and meetings related to final recommendations
			Subtotal	\$	21,250.50			
			Total			\$	21,250.50	
			Per applicant	\$	7,083.50			assuming 3 applicants will be issued permits

Exhibit "B"
Cannabis Non-Dispersary Fee Cost Summary

Full Cost Recovery				Proposed Fees
Non-Dispersary Permit Application Fee (\$8,000 max)				
Phase 1	\$	3,072.34	\$	3,072.00
Phase 2	\$	2,725.99	\$	2,725.00
Phase 3	\$	2,269.77	\$	2,269.00
Total Non-Dispersary Permit Application Fee*	\$	8,068.10	\$	8,066.00
*deposit charged against staff & consultant time				
Cannabis Non-Dispersary Application Adminstrative Use Permit Fee (\$3,000 max)				
Non-Dispersary Cannabis Application Administrative Use Permit Fee	\$	3,216.17	\$	3,216.00
Other Fees				
Cannabis LiveScan Fee	\$	168.06	\$	168.21
Cannabis Zoning Verification Letter	\$	191.66	\$	200.08
Cannabis Background Review				
Initial Check	\$	300.00	\$	300.00
Renewal Check	\$	100.00	\$	100.00
Cannabis Appeal Process Fee	\$	1,986.00	\$	1,986.00
Pre-License Site Visit		1,848.78	\$	1,853.09
Regulatory Compliance Inspections		1,606.22	\$	1,612.71
Reinspections		956.22	\$	962.71
Cannabis Tax Audits		6,350.65	\$	6,071.73
			\$	6,351.00

Cannabis Non-Dispensary Fees

		Proposed Fees
Non-Dispensary Permit Application Fee (\$8,000 max)		
	Phase 1	\$ 3,050.00
	Phase 2	\$ 2,703.00
	Phase 3	\$ 2,247.00
	Total Non-Dispensary Permit Application Fee*	\$ 8,000.00
* deposit charged against staff & consultant time		
Cannabis Non-Dispensary Application Administrative Use Permit Fee (\$3,000 max)		
Non-Dispensary Cannabis Application Administrative Use Permit Fee		\$ 3,000.00
Other Fees		
Cannabis LiveScan Fee		\$ 168.00
Cannabis Zoning Verification Letter		\$ 192.00
Cannabis Background Review		
	Initial Check	\$ 300.00
	Renewal Check	\$ 100.00
Cannabis Appeal Process Fee		\$ 1,986.00
Pre-License Site Visit		\$ 1,849.00
Regulatory Compliance Inspections		\$ 1,606.00
Reinspections		\$ 956.00
Cannabis Tax Audits		\$ 6,351.00

Cannabis Services						
Activity	Position	Rate	Units	Permit fee cost	Fee Discription	
Zoning Verification Letter	Planning Services Manager	\$ 95.83	2.00	\$ 191.66	verification that site meets zoning standards	
Fingerprinting						
DOJ abstract review	Police Commander	\$ 119.06	1.00	\$ 119.06	Fingerprint services	
DOJ/FBI CORI fee				\$ 49.00		
LiveScan Fee				\$ 168.06		
Background Review (Provisional)						
HdL Background (Initial)	HdL staff	\$ 300.00	1	\$ 300.00	Full background review	
HdL Background (Renewal)	HdL staff					
Appeal Process Fee						
	HdL					
	Assistant City Manager	\$ 141.33	8	\$ 1,130.64	Review Appeal,	
	Planning Services Manager	\$ 95.83	2	\$ 191.66	Application, conduct	
	Police Commander	\$ 119.06	2	\$ 238.12	hearing and provide final	
	City Attorney	\$ 100.00	4	\$ 400.00	recommendation	
Total				\$ 1,960.42		
Pre-License Site Visits						
	HdL Staff	\$ 1,600	1.00	1,600.00	Site plan review, agency	
	Assistant City Manager	\$ 141.33	1.00	141.33	coordination, site visit,	
	Planning Services Manager	\$ 95.83	0.50	47.92	travel costs, post-	
	Police Commander	\$ 119.06	0.50	59.53	inspection report and any	
Total				1,848.78	follow up	
Cannabis Tax Audits						
	HdL Staff	\$ 6,000	1.00	6,000.00	Conduct an annual	
	Assistant City Manager	\$ 141.33	0.50	70.67	financial audit of each	
	Finance Director	\$ 139.99	2.00	279.98	cannabis business	
Total				6,350.65		
Regulatory Compliance Inspections						
	HdL Staff	\$ 1,250	1.00	1,250.00	1 onsite compliance	
	Assistant City Manager	\$ 141.33	1.00	141.33	inspection annually.	
	Planning Services Manager	\$ 95.83	1.00	95.83	agency coordination, site	
	Police Commander	\$ 119.06	1.00	119.06	visit, travel costs, post-	
Total				1,606.22	inspection report and any	
Reinspections						
	HdL Staff	\$ 600	1.00	600.00	Follow up visit inspections	
	Assistant City Manager	\$ 141.33	1.00	141.33		
	Planning Services Manager	\$ 95.83	1.00	95.83		
	Police Commander	\$ 119.06	1.00	119.06		
Total				956.22		

Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-1: Determination of Eligibility and Application

	NAME	HOURS FOR		RATE	OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
		PHASE 1	TOTAL		COSTS		
Staff							
Assistant City Manager		18	\$ 2,543.94	\$ 141.33			Program Development Project Manager, meetings and reports
Deputy City Clerk		6	\$ 394.38	\$ 65.73			Program Development meetings and reports
Police Commander		12	\$ 1,428.72	\$ 119.06			Program Development meetings and reports
Planning Services Manager		12	\$ 1,149.96	\$ 95.83			Program Development meetings and reports
City Attorney Office							
City Attorney		12	\$ 1,200.00	\$ 100.00			Program Development, legal advise, meetings and report review
Hdl Companies							
Subject matter expertise and technical review		3	\$ 2,500.02	\$ 833.34	n/a		Per approved contract
		Subtotal	\$ 9,217.02	\$ -			
		Total	\$ 9,217.02				
		Per applicant	\$ 3,072.34				assuming 3 applicants

Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-2: Initial Ranking

	NAME	HOURS FOR		OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
		RATE	PHASE 2	TOTAL	COSTS	
Staff						
Assittant City Manager		\$ 141.33	18	\$ 2,543.94		Program Development Project Manager, meetings and reports
Police Commander		\$ 119.06	9	\$ 1,071.54		Program Development meetings and reports
Planning Services Manager		\$ 95.83	9	\$ 862.47		Program Development meetings and reports
						Program Development meetings and reports
City Attorney Office						
City Attorney		\$ 100.00	12	\$ 1,200.00		Program Development, legal advise, meetings and report review
Hdl Companies						
Subject matter expertise and technical review		\$ 833.34	3	\$ 2,500.02	n/a	Per approved contract

Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-3: Second Ranking

	NAME	RATE	HOURS FOR		OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
			PHASE 3	TOTAL	COSTS		
Staff							
Assitant City Manager		\$ 141.33	15	\$ 2,119.95			Plans and prepares interview process and participates in Selection Committee panel
Police Commander		\$ 119.06	6	\$ 714.36			Not required for Phase 3 see below Selection Committee panel
Planning Services Manager		\$ 95.83	6	\$ 574.98			Not required for Phase 3 see below Selection Committee panel
City Attorney Office							
City Attorney		\$ 100.00	9	\$ 900.00			30 minutes per applicant (assuming 12 applicants)
Hdl Companies							
Preparation and Interview panel support		\$ 833.34	3	\$ 2,500.02	n/a		Per approved contract
			Subtotal	\$ 6,809.31	\$ -		
			Total		\$ 6,809.31		
			Per applicant	\$ 2,269.77			assuming 3 applicants

**Commercial Cannabis Business Permit Cost Recovery by Phases
Phase-4: Public Meeting and City Manager Recommendation**

NAME	RATE	HOURS FOR		TOTAL	OVERHEAD		WORK COMPLETED (i.e. inspections, meetings, counter call/permits, etc.)
		PHASE 4	PHASE 5		COSTS		
Staff							
Assitant City Manager	\$ 141.33	15	\$	2,119.95			Memo preparation, and final recommendations
Police Commander	\$ 119.06	12	\$	1,428.72			assist in final recommendation report
Planning Services Manager	\$ 95.83	48	\$	4,599.84			prepare final recommendationreport
City Attorney Office							
City Attorney	\$ 100.00	15	\$	1,500.00			Memo review, final procedures, and meetings related to final recommendations
		Subtotal	\$	9,648.51			
		Total	\$	9,648.51			
		Per applicant	\$	3,216.17			assuming 3 applicants will be issued permits

August 11, 2020

Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
AWARDING THE STOCKADE COMPLEX HAZARDOUS MATERIAL
ABATEMENT AND BUILDING REMOVAL PROJECT TO RESOURCE
ENVIRONMENTAL, INC. OF LONG BEACH, CALIFORNIA FOR THE
AMOUNT OF \$1,165,000.00, 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, APPROPRIATING \$2,050,000
IN FUNDS RECEIVED FROM THE FORMER FORT ORD REUSE
AUTHORITY TO THE STOCKADE REMOVAL PROJECT (HSF2101),
AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES**

REQUEST:

It is requested that the City Council consider the following action:

1. Adopting Resolution No. 2020-, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, and,
2. Authorizing the City Manager or designee 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. Appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority (FORA) and deposited into the FORA Dissolution Fund for the stockade removal project (project #HSF2102), and,
4. Authorizing Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

On January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and Authorizing City Manager to execute the Memorandum of Agreement on behalf of the City, subject to final review and approval by City Attorney.

The Fort Ord Reuse Authority received and rejected two bids received for RFP1 Stockade Hazardous Materials and Building Removal on March 19, 2020.

FORA's contract with Don Chapin to detach, cap, and repair the underground wet utilities at the Stockade, was completed and Notice of Completion was accepted by FORA on May 22, 2020.

FORA's contracts with Harris and Associate for project management and Vista Environmental for hazardous material removal monitoring services were cancelled and closed when the Fort Ord Reuse Authority sunset on June 30, 2020.

City Manager executed the Memorandum of Agreement on behalf of the City on June 9, 2020 and FORA transferred funding in the amount of \$2,050,000 to the City of Marina for the execution of work to abate hazardous materials and demolish the buildings included in the Stockade Complex.

On March 17, 2020, the City Council of Marina adopted Resolution 2020-24 approving the advertisement and call for bids for the Stockade Hazardous Material and Building Removal Project. The project was renamed to Stockade Complex Hazardous Material Abatement and Building Removal Project and sent out for bid solicitation on June 23, 2020.

Stockade Complex includes, a Stockade Building (B4953), a Maintenance Building (B4954), a Generator Building (B4955), a Sewage Pump Station (B4957), a Storage Building (B4951) and three Guard towers (B4950, B4952 and B4956) and associated paved areas. Maintenance Building (B4954) is not included on this work as it is currently leased by Las Animas.

The scope of the work for this project includes, but not limited to; Base bid, the removal and proper disposal of all hazardous materials at the project site including tenacious asbestos skim coat (or wall plaster) unique to Fort Ord Buildings and Additive Alternate bid, demolition and removal of the buildings, including associated foundations and sub-surface elements of the City of Marina's Stockade Complex and restoration of the disturbed ground surface.

ANALYSIS:

Staff and the Wallace Group Program Manager consulted with FORA and California State University Monterey Bay staff and their consultants who have worked on building demolition projects on the former Fort Ord. Based on feedback received, the bid solicitation specifications were modified to minimize move in costs for the contract. The scope of work was further clarified by excavating to expose the depth of building foundation in two locations, taking core samples of the building slab floors to determine thickness and strength, and an approximate quantity of concrete footings was provided as a basis for bids. Staff was not able to find building construction drawings despite extensive research.

Staff also identified limited construction management and inspection by FORA on previous demolition projects which can lead to claims that are more difficult to substantiate and negotiate with contractors. Demolition projects, especially projects with limited documentation of construction, require closer oversight and documentation on behalf of the owner. The proposed budget in the fiscal section below conservatively estimates an appropriate level of oversight.

On July 28, 2020, eight sealed bids were received, opened, and publicly read via live video feed for the Stockade Complex Hazardous Material Abatement and Building Removal Project.

Eight (8) bids were received as follows:

Name of Company and Address	Base Bid (BB)	Additive Alternate Bid (AAB)	Total Bid (BB + AAB)
Resource Environmental Inc., Long Beach, CA	\$680,000.00	\$485,000.00	\$1,165,000.00
Silicon Valley Demolition Inc. Morgan Hill, CA	\$677,172.30	\$492,554.70	\$1,169,727.00
CVE Contracting Group Fresno, CA	\$677,762.00	\$610,000.00	\$1,287,762.00
Asbestos Management Group Oakland, CA	\$532,609.00	\$765,363.00	\$1,297,972.00
Brannon Corporation Morgan Hill, CA	\$827,401.00	\$498,150.00	\$1,325,551.00
PARCS Environmental Fresno, CA	\$680,944.50	\$742,815.00	\$1,423,759.50
Clauss Construction Lakeside, CA	\$725,961.50	\$724,289.00	\$1,450,250.50
Bowen Engineering Fresno, CA	\$955,500.00	\$522,500.00	\$1,478,000.00
JM Environmental, Inc. Roseville, CA	\$2,816,000.00	\$1,429,000.00	\$4,245,000.00

The Engineer's estimate includes a Base Bid of \$849,395.00 and an Additive Alternate bid of \$698,525.00 for a Total bid of \$1,547,920.00.

The lowest bid total is \$1,165,000.00 from Resource Environmental Inc. of Long Beach California. This bid was received, reviewed, and found to be responsive. This company has not worked on city projects but had worked with neighboring agencies such as CSUMB and FORA on similar projects. Staff checked references and sought feedback from previous customers which were favorable, and the company has extensive experience in hazardous material abatement and building demolition.

The work included in this contract award requires conformance to the state prevailing wage provisions described in the project specifications.

FISCAL IMPACT:

Following is the estimated expenditure to execute the project to completion.

Estimated Expense	Amount
Construction Contract	\$1,165,000
Contingency (20%)	\$ 233,000
Construction Management and Inspection	\$ 331,100
Project Design, Management and Closeout	\$ 75,000
Total	\$1,804,100

If approved by City Council, adequate funding for the project has been provided by the transfer of funds from FORA in the amount of \$2,050,000. Any funds remaining upon completion of the project can be redirected to other blight removal efforts.

California Environmental Quality Act (CEQA)

The City of Marina Planning Division determined that the award of a contract for the demolition of the stockade is not a project under CEQA guidelines §15060 and §15378. The activity of demolition of the stockade complex is a project and is exempt from CEQA pursuant to §15301 Existing Facilities. The project is also not subject to §15300.2. Exceptions, in that the stockade complex is not an eligible historic resource, as evaluated in the 1997 Fort Ord Reuse Plan Environmental Impact Report (SCH 96013022), and, therefore, the project will not impact historic resources.

As part of the continuing base reuse process, existing buildings containing asbestos and lead-based paint will be demolished, posing a potential hazard to people or animal populations in the immediate demolition area. It has been assumed that contaminated sites at former Fort Ord will be remediated to a level commensurate with proposed land uses. Clean-up levels are being determined subsequent to the site identification and characterization process outlined in the Other Physical Attributes Environmental Baseline Study (U.S. Army Corps of Engineers, Sacramento District 1992e). The results of the process are described in the Basewide RI/FS (Harding Lawson Associates 1994) and the Final Supplemental Environmental Impact Statement (U.S. Army Corps of Engineers, Sacramento District 1996).

CONCLUSION:

The City Council may reject approval of the requested items; however, it is not recommended as it is not consistent with the City Council's previous actions on Resolution 2020-07, approving Memorandum of Agreement between the City and FORA and Resolution 2020-24, authorizing advertisement and call for bids for the Stockade Hazardous Material and Building Removal Project.

Therefore, the staff recommends approval to the items requested and adopt a resolution to award contract to Resource Environmental Inc. for the execution of the Stockade Complex Hazardous Material Abatement and Building Removal Project. (**"EXHIBIT A"**)

Respectfully submitted,

Elvira Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF MARINA AWARDING THE STOCKADE COMPLEX HAZARDOUS MATERIAL ABATEMENT AND BUILDING REMOVAL PROJECT TO RESOURCE ENVIRONMENTAL INC. OF LONG BEACH, CALIFORNIA FOR THE AMOUNT OF \$1,165,000.00, ACCEPTING THE PROJECT SPECIFICATIONS, 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, APPROPRIATING \$2,050,000 IN FUNDS RECEIVED FROM THE FORMER FORT ORD REUSE AUTHORITY TO THE STOCKADE REMOVAL PROJECT (HSF2101), AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, on January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management for the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and Authorizing City Manager to execute the Memorandum of Agreement on behalf of the City, subject to final review and approval by City Attorney.

WHEREAS, on June 9, 2020 the City Manager executed the Memorandum of Agreement between the City and FORA and the City received the funds in the amount of \$2,050,000.00, and;

WHEREAS, the City has received and deposited the \$2,050,000 into the FORA Dissolution Fund; and,

WHEREAS, On March 17, 2020, the City Council of Marina adopted Resolution 2020-24 approving advertising and call for bids for the Stockade Hazardous Material and Building Removal Project, and;

WHEREAS, the project was renamed to Stockade Complex Hazardous Material Abatement and Building Removal Project and sent out for bid solicitation on June 23, 2020, and;

WHEREAS on July 28, 2020, eight (8) sealed bids were received, opened, and publicly read via live video feed for the Stockade Complex Hazardous Material Abatement and Building Removal Project and;

WHEREAS, the lowest bid total is \$1,165,000.00 from Resource Environmental Inc. of Long Beach, California. This bid was received, reviewed, and found to be responsive. Staff checked references and feedback from previous customers are favorable and the company has extensive experience in hazardous material abatement and building demolition, and;

WHEREAS, the estimated cost to execute the work is \$1,804,100. This cost includes, \$1,165,000 construction cost, \$233,000 (20%) in construction contingency, \$331,100.00 for construction management and inspections, \$75,000 for project design, management and closeout, and;

WHEREAS, The City of Marina Planning Division determined that the award of a contract for the demolition of the stockade is not a project under CEQA guidelines §15060 and §15378. The activity of demolition of the stockade complex is a project and is exempt from CEQA pursuant to §15301 Existing Facilities. The project is also not subject to §15300.2. Exceptions, in that the stockade complex is not an eligible historic resource, as evaluated in the 1997 Fort Ord Reuse Plan Environmental Impact Report (SCH 96013022), and, therefore, the project will not impact historic resources.

As part of the continuing base reuse process, existing buildings containing asbestos and lead-based paint will be demolished, posing a potential hazard to people or animal populations in the immediate demolition area. It has been assumed that contaminated sites at former Fort Ord will be remediated to a level commensurate with proposed land uses. Clean-up levels are being determined subsequent to the site identification and characterization process outlined in the Other Physical Attributes Environmental Baseline Study (U.S. Army Corps of Engineers, Sacramento District 1992e). The results of the process are described in the Basewide RI/FS (Harding Lawson Associates 1994) and the Final Supplemental Environmental Impact Statement (U.S. Army Corps of Engineers, Sacramento District 1996).

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

1. Adopt Resolution No. 2020-, awarding the Base Bid and Additive Alternate Bid for the Stockade Complex Hazardous Material Abatement and Building Removal Project to Resource Environmental Inc. of Long Beach, California in the amount of \$1,165,000, 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. Appropriating \$2,050,000 in funds received from the former Fort Ord reuse Authority to the stockade removal project (project #HSF2102), and,
4. 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 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

**Stockade Complex Hazardous Material Abatement
and Building Removal**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Marina, a municipal corporation of the State of California, hereinafter called "City," and Resource Environmental Inc. , hereinafter called "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, deconstruct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **Stockade Complex Hazardous Material Abatement and Building Removal project** at the City of Marina, CA.

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. Notice Inviting Sealed Proposals;
- b. Instructions to Bidders and General Conditions;
- c. Signed and executed Bid and Proposal of Contractor, as accepted by City;
- d. Plans and Specifications for the project;
- e. Standard Plans and Standard Specifications, City of Marina, 2006 Edition
- f. Special Provisions of the Contract
- g. And this Agreement.

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 One Hundred Sixty-Five Thousand Dollars (\$1,165,000.00)

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. 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.

TENTH:

(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.

ELEVENTH:

(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 attorneys 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 subcontractors, excepting only to the extent same result from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.

(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, excepting only to the extent liability arises from the sole negligence, active negligence or willful misconduct of City.

(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.

TWELFTH: 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.I

N 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:_____

By:_____

Robert Wellington, City Attorney

Date:_____

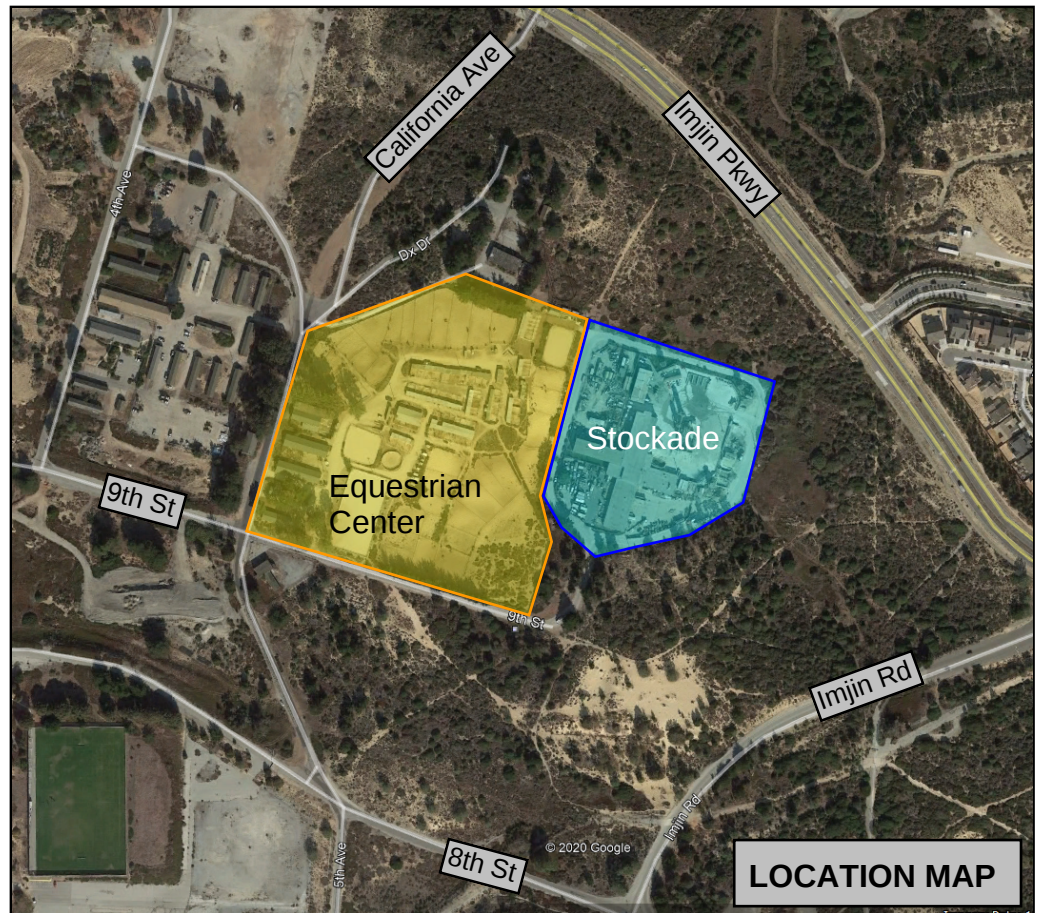
Date:_____

ATTESTED:

Anita Shepherd-Sharp, Deputy City Clerk

Date:_____

Resolution No. 2020-__



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

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



Stockade Complex
Hazardous Material
Abatement and Building
Removal
CIP No. HSF2101

SCALE: NONE

08/12/2020

11

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING AMENDMENT NO. 1 TO THE ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES AGREEMENT BETWEEN N
THE CITY OF MARINA AND WALLACE GROUP, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY.**

REQUEST:

It is requested that the City Council consider the following action:

1. Adopt Resolution No. 2020-, approving Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, to increase the annual contract limit to \$600, 000 per fiscal year; and
2. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings.

On April 7th, 2020 the City Council passed Resolution No. 2020-30, approving a professional services agreement between the City of Marina and Wallace Group (WG) for on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP).

On May 18, 2020, the On-call Construction Management and Inspection Services between the City of Marina and WG was executed with a compensation limit of \$300,000 per fiscal year. Work is issued through Service Orders on a time and materials/reimbursable expenses(T&M) basis.

City received a cost proposal for Construction Management and Inspection for the Stockade Complex Hazardous Material Abatement and Building Removal in the amount of \$331,100, ("EXHIBIT A"). (WG) proposal includes \$144,800 for environmental hygienist and air monitoring by Vista Environmental Consulting who is a sub-consultant to WG. Vista Environmental Consulting has experience in past demolition projects of Fort Ord structures and familiarity with the Stockade Complex. Vista prepared the report for hazardous material survey and testing of the Stockade complex under the former Fort Ord Reuse Authority's (FORA) contract. The WG proposal is greater than the initial limit set for the On-call Construction Management and Inspection Services agreement.

On July 28, 2020, the City received sealed proposal for the execution of the Stockade Complex Hazardous Material Abatement and Building Removal Project. City staff recommendations to award a construction contract also is included in the August 18th City Council Meeting agenda.

ANALYSIS:

Executing a service order with WG through the On-Call Construction Management and Inspection Services for the Stockade Complex Hazardous Material Abatement and Building Removal project is the most expeditious way for the City to support the demolition of the Stockade Building and to fulfill the City's obligations on the Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA). This is an example of the reason that the City enters into on-call agreements for professional services.

Increasing the annual compensation limit for the on-call construction management, and construction inspection services agreement with WG to \$600,000 will allow for adequate management, inspection, and oversight of the Stockade hazardous material and building removal and provide for a readily available contract to help in the construction management and inspection services for other City CIP projects.

FISCAL IMPACT:

On June 9, 2020, FORA transferred funding in the amount of \$2,050,000 to the City of Marina for the execution of work to abate hazardous materials and demolish the buildings included in the Stockade Complex. Funding has been placed in the FORA Dissolution Fund and the requested appropriation of funding to the Stockade project is a part of the recommended award of construction contract elsewhere on the August 18, 2020 agenda.

The WG proposal for Construction Management and Inspection Services for the Stockade Hazardous Material Abatement and Building Removal is about 25% lower than the FORA's estimates and is well within the funding the City received from FORA.

CONCLUSION:

The City staff recommends City Councils' considerations and approval of the request for Amendment No. 1 to the On-call Construction Management and Inspection Services between the City of Marina and Wallace Group, to increase the contract amount to \$600,000 per fiscal year and authorizing the City Manager to execute the amendment ("**EXHIBIT B**") on behalf of the City subject to final review and approval by the City Attorney.

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 1 TO THE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND WALLACE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, On January 22, 2020, the City Council of the City of Marina adopted Resolution No. 2020-07, approving a Memorandum of Agreement between the City of Marina and the former Fort Ord Reuse Authority (FORA), for project management of the hazardous material and building removal of the City of Marina's stockade and ancillary buildings; and

WHEREAS, On July 28, 2020 the City received sealed proposal for the execution of the Stockade Complex Hazardous Material Abatement and Building Removal Project. City staff recommendations to award a construction contract and appropriating \$2,050,000 in funds received from the FORA and deposited into the FORA Dissolution Fund for the stockade removal project is included in the August 18th, 2020 City Council Meeting agenda; and

WHEREAS, On April 7th, 2020 the City Council approved Resolution No. 2020- , approving professional services agreements between the City of Marina and Wallace Group, (WG) for on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP); and

WHEREAS, On May 18, 2020, the On-call Construction Management and Inspection Services between the City of Marina and WG was executed with a compensation limit of \$300,000.00 per fiscal year. Work is issued through Service Orders on a time and materials/reimbursable expenses (T&M) basis; and

WHEREAS, City received a cost proposal for Construction Management and Inspection for the Stockade Hazardous Material Abatement and Building Removal in the amount of \$331,100.00. WG proposal includes a \$ 144,800 for environmental hygienist and air monitoring from Vista Environmental Consulting, the WG sub-consultant. The WG proposal is greater than the On-call Construction Management and Inspection Services agreement limit; and

WHEREAS, this action will allow the City to manage the execution of Stockade Complex Hazardous Material Abatement and Building Removal project and continue to have On-Call Construction Management and Inspection Services that can be used to manage constructions of other CIP projects.

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

1. Approves Resolution No. 2020-, approving Amendment No. 1 to the On-call Construction Management and Inspection Services agreement between the City of Marina and Wallace Group, to increase the annual contract limit to \$600, 000 per fiscal year, and;

2. Authorizes the City Manager to execute the amendment 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 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk/Agency Secretary

August 11, 2020

Brian McMinn
City of Marina
211 Hillcrest
Marina, California 93933

Subject: City of Marina Stockade Complex Hazardous Material and Building Removal-
Construction Management and Inspection Proposal

Dear Mr. McMinn:

Wallace Group appreciates the opportunity to provide you with our proposal for Construction Management and Inspection services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The scope of the work for this project includes, but not limited to, the removal and proper disposal of all hazardous materials at the project site including tenacious asbestos skim coat (or wall plaster) unique to Fort Ord Buildings, and as an additive alternative the demolition and removal of the buildings, including associated foundations and sub-surface elements of the City of Marina's Stockade Complex and Restoration of the disturbed ground surface. Our services will include construction management of the entire project. This will include an environmental subconsultant, Vista, to provide air monitoring and abatement oversight.

SCOPE OF SERVICES

Task 1: Pre-Construction

Preconstruction Conference

- Schedule preconstruction conference after contract NTP
- Develop and distribute agenda prior to conference
- Attendees: Wallace Group CM Team, Subconsultant, Contractor, City staff, Design Team, and other involved entities
- Conduct Procure orientation
- Meeting will include contractor responsibility toward:
 - Safety/Traffic control
 - Public relations
 - Utility coordination and schedule for required utility relocations
 - Site access
 - Agreements
 - Labor compliance
 - Order of work
 - Testing and Materials certification
 - Weekly meetings
 - Submittals and RFI's
 - Quality control
 - Procedures for handling extra work or change of conditions
 - Schedule updates
 - Progress pay requests
 - Highlight any critical construction items specific to this project
- Record and distribute meeting minutes



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



- Establish tasks and due dates for outstanding items resulting from conference

Review Contract Documents

- Review all contract documents
- Identify any discrepancies within the documents
- Establish system to track contract requirements
- Ensure compliance with City's needs and expectations

Submittal Processing

- Review submittal requirements with Design Engineer to establish list of required submittals
- Establish due dates and schedule for submittals
- Develop submittal log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Track and ensure timely submittal review and approval

Task 2 & 4: Construction Management (Base & Alternate Scope)

Task 2: Elvie Camacho will be coordinating work with Vista who will be providing daily oversight and air monitoring during the abatement process. Wallace Group assumes that Elvie's supervision will not include entering the containment during abatement, therefore there is no requirement to be HAZWOPER certified.

Task 4: We have planned a fulltime inspector for the duration of the additive alternative scope of work, specifically the demolition of the buildings. Wallace Group assume that all abatement will be completed prior to the Additive Alternate Scope of Work, therefore on-site inspector will not be inspecting hazardous material abatement and will not be HAZWOPER certified. Should suspected ACM discovered during this phase, work shall be halted at this location and Vista will be called out to evaluate and test material. Work will resume after receipt of testing and work will be handled accordingly.

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procore systems record keeping documentation and contract administration developed in preconstruction phase

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, emergency services, utilities, local business, property owners and residents and contractor
- Coordinate and schedule environmental consultant technicians
- Conduct Weekly Progress meetings with contract, City staff and other involved entities
- Record and distribute meeting minutes
- Coordinate with utility companies and City Staff throughout the project
- Communicate with property owners and tenants regarding schedule and concerns

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on any schedule changes and adjustments throughout the project



- Keep stakeholders informed of construction schedule
- Work with contractor to establish and maintain 3 weeks look ahead schedule

Submittal and Request for Information (RFI) Management

- Utilize Procore to track status of and distribute:
 - Shop drawings
 - Product samples
 - Submittals
 - RFIs
- Ensure all submittals are processed in a timely manner and available to all necessary project stakeholders
- Maintain electronic copies within Procore and hard copies as needed

Change Order Management

- Review and qualify any contractor requested change orders
- Investigate proposed change orders, ensure City approval prior to work taking place
- Maintain log and track change order impacts
- Establish and maintain files and documentation for use in change negotiations or potential claims

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Review and qualify contractor's monthly quantity estimates for payment
- Keep track of extra quantity items
- Coordinate daily reports and quantities with Contractor's foreman, identify and record potential disputes for future reference
- Review DIR Labor compliance; collect certified payroll and check against prevailing wage
- Review monthly Request for Payment, sign and recommend approval for payment to the City

Construction Observation/Inspection (Wallace/Vista)

- Provide onsite inspections and oversight
- Inspections and oversight to ensure compliance with design documents
- Record and report design modifications as needed

Site Documentation (Wallace/Vista)

- Take pre-construction photos and documentation
- Maintain photos and documentation throughout the project
- All photos and documentation will be maintained in Procore and available to the entire team at all times.
- Prepare daily report and weekly working days report.

Safety and Air /Monitoring (Vista)

- Contractor has sole responsibility for compliance with safety requirements
- Monitor contractor's safety practices for compliance with safety program
- Work with contractor to maintain and resolve any safety concerns on site
- Advise City of any observed or unresolved deficiencies
- Air monitoring and testing

Construction Progress Meetings

- Schedule and conduct project progress meetings
- Develop and distribute meeting agenda and minutes



- Facilitate the discussion and resolution of any project issues and ensure it is maintained in a manageable state
- Meeting will include
 - Project status
 - Schedule - 3 week look ahead
 - Stakeholder coordination
 - Safety
 - Testing and Inspections
 - Outstanding documentation or submittals
- Additional special meetings may be required to address special issues and conditions

Task 3 & 5: Contract Issue Contingency

This task is to handle any contract discrepancies or issues that arise on a time and material not to exceed basis. Given the sensitive nature of the work and challenges with previous bids, we anticipate there to be a potential for additional coordination and contract negotiations.

Task 6: Closeout / Post-Construction

Final Inspection and Punch List

- Inspect complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Provide completed punch list documentation and report to City upon completion
- Schedule final walk through with the City
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form

As-Built Drawings

- Review and maintain as-built drawings with contractor throughout the project
- Assist City and Design Engineer in review and completion of certified record drawings

Project Closeout

- Prepare and submit final payment package to the contractor
- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Closeout documentation can will be delivered in both digital and hard copy format

Post Construction Deliverables:

- Furnish As-Built information to the design consultant for preparation of As-Built drawings
- Perform final walk-throughs with the City and Contractor
- Prepare final construction report for the Project
- Prepare close out files in three ring binders, an electronic copy in .pdf format, and deliver to the City following the completion and acceptance of the Project.

TO BE PROVIDED BY THE CLIENT

- DIR Project Number for this project.



PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$331,100.00 without receiving written authorization from the Client. The cost summary of these fees is the following:

Base Proposal - Remediation	\$190,155
Additive Alternative Proposal - Building Demolition	\$140,945
Total Fee for both activities	\$331,100

Following spreadsheet shows itemized cost breakdown:

Wallace Group Team Resource Estimate for the City of Marina - Stockade Demo - CM / Air Monitoring										
								BUDGET SUMMARY		
PHASE/TASK	TASK DESCRIPTION	DIRECTOR HRS	CONSTRUCTION INSPECTOR - Public Works HRS	SENIOR ENGINEER II HRS	VISTA Air Monitoring Base Bid HRS	VISTA Air Monitoring Alternate Bid HRS	WG Misc. Direct Costs	WG TOTAL LABOR HOURS	WG LABOR COST	SUB-TOTAL COST
	RATE	\$180	\$165	\$180			Cost	HRS	Cost	Cost
	Construction Base Bid									
1	Pre-Construction	80		40				120	\$21,600	\$21,600
2a	Construction Base Bid (Wallace Group)	40		150			\$1,000	190	\$34,200	\$35,200
2b	Construction Base Bid (Vista)				\$ 99,370					\$99,370
2b	Wallace Group Sub Consultant Mark-Up (15%)									\$14,805
3	Base Bid - Contract Issues Contingency	40		10				50	\$9,000	\$9,000
6	Closeout	16		40				56	\$10,080	\$10,080
	Construction Base Bid Subtotal									\$190,155
	Construction Alt Bid									
4a	Construction Alt Bid (Wallace Group)	40	340				\$9,200	380	\$63,300	\$72,500
4b	Construction Alt Bid (Vista)				\$ 45,430					\$45,430
4b	Wallace Group Sub Consultant Mark-Up (15%)									\$6,815
5	Alt Bid - Contract Issues Contingency	80		10				90	\$16,200	\$16,200
	Construction Alternate Bid Subtotal									\$140,945
	Total Hours	296	340	250				886		
	TOTAL									\$331,100

The estimated fees denoted in Task #4 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for Task #4, the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, our master services agreement with the City of Marina dated May 18, 2020 is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for construction management and inspections services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Thomas K. Zehnder, PE C72702
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
GGM: PP20-7027, 2019
Exhibit A
Vista Proposal

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Billing Rates



Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 95 - \$115	
Construction Inspector I - II.....	\$120 - \$135	 \$155 - 160
Senior Construction Inspector	\$145	 \$165
Assistant Resident Engineer I - II.....	\$140 - \$145	
Resident Engineer I - III	\$150 - \$160	
Senior Resident Engineer	\$170	
Director	\$180	

Prevailing Wage*

Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 90
Designer/Technician I - IV	\$ 95 - \$125
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$135
Senior GIS Technical Specialist	\$145
Associate Engineer I - III	\$ 115 - \$135
Engineer I - IV.....	\$145 - \$160
Senior Engineer I - III	\$170 - \$180
Director	\$185
Principal Engineer/Consulting Engineer	\$215
Principal	\$230

Support Services:

Office Assistant	\$ 85
Project Assistant I - III	\$ 90 - \$100

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.



July 31, 2020

Michael Brennan
Director of Construction Management
Wallace Group
San Luis Obispo, CA, 93401

RE: Stockade Demolition - Abatement Oversight & Air Monitoring

Dear Mr. Brennan

Vista Environmental Consulting, Inc. (Vista) appreciates the opportunity to propose to be a Wallace Group sub-consultant in construction management and inspection for the Stockade Complex Hazmat Abatement and Building Removal project. Vista will provide a high level of customer service, responsiveness and expertise throughout the contract.

Vista is a California-based environmental consulting firm specializing in hazardous materials throughout the western United States. Vista is certified by the State of California, Department of General Services (DGS), as a Small Business, SB (Micro). We have been in business for over 13 years and consist of a highly qualified team of certified hazardous materials specialists which will be utilized for this contract. Our assigned project team members have worked together for over 25 years and bring to the table a combined experience of over 200 years of hazardous materials management consulting services.

Vista employs 30 cross-trained, certified environmental professionals throughout the state, many have been providing asbestos and lead consulting services since the onset of the AHERA regulations in the 1980's. Our project team members are well versed in the federal, state and local regulatory requirements governing this type of work and have a good working relationship with local regulatory authorities.

Vista has performed similar hazardous materials consulting services locally on the Stockade hazardous materials survey, 160 former Fort Ord buildings for the California State University Monterey Bay, 27 buildings at the Seaside Surplus II Site for the Fort Ord Reuse Authority, and 8 buildings by the VA Hospital for the Transit Authority of Monterey County. Additionally, Vista has vast experience throughout the state at former and current military buildings including Travis Air Force Base, Riverbank Army Ammunition Depot, Alameda Naval Air Station, Onizuka Air Force Station, Naval Post Graduate School, The Presidio of Monterey, Camp Roberts, Ventura Naval Base, China Lake Naval Weapons Station, Camp Pendleton, and El Centro Naval Air Facility.

Please see the following pages for Vista's RFP response including Qualifications and Experience, Understanding of Scope of Work, Project Approach and Fees.

Qualifications and Experience

The following organization chart identifies our proposed project team members, assigned roles, outside laboratory services, and additional resources available to the Wallace Group. The Group's staff will have access to Vista's key personnel 24 hours a day via email, office phone, and cell phone.



(*) DENOTES ASSIGNED PROJECT TEAM KEY PERSONNEL

Qualifications and Experience...continued

Capability Matrix

Outlined below is a capability matrix of training, certification, and licensing held for each assigned project team member.

	Charles Bove, Principal in Charge	Butch Reynolds, Certified Industrial Hygienist	Christopher Burns, Project Manager	Mike Legerski, M.S.I.H., Technical Advisor / QAQC	Andrew Schmidt, Project Field Staff	Christopher Elliot, Project Field Staff	Luis J. Rocha, Project Field Staff	Jordan Toy, Project Field Staff	Kirk Nakamoto Project Field Staff
YEARS OF EXPERIENCE	33	46	31	31	31	12	19	3	2
YEARS WITH VISTA	13	6	13	11	9	9	13	4	3
ASBESTOS CERTIFICATION &									
Cal/OSHA Certified Asbestos Consultant (CAC)	✓	✓	✓	✓	✓	✓			
Cal/OSHA Certified Site Surveillance Technician							✓	✓	✓
AHERA Building Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓
AHERA Project Designer	✓	✓	✓	✓	✓	✓	✓		
AHERA Management Planner	✓	✓	✓	✓	✓	✓	✓	✓	
AHERA Contractor/Supervisor	✓	✓	✓	✓	✓	✓	✓	✓	✓
NIOSH 582 Trained (PCM Air)	✓	✓	✓		✓	✓	✓	✓	✓
LEAD CERTIFICATION & TRAINING									
CDPH - Certified Inspector/Risk Assessor		✓	✓	✓	✓	✓			
CDPH - Certified Project Designer		✓	✓		✓				
CDPH - Certified Project Monitor		✓	✓	✓	✓				
CDPH - Sampling Technician							✓	✓	✓
XRF & Radiation Safety Training	✓	✓	✓	✓	✓	✓	✓	✓	✓
OTHER HAZMAT TRAINING									
HAZWOPER		✓	✓	✓	✓	✓	✓	✓	
PROFESSIONAL LICENSES									
Certified Industrial Hygienist		✓							

List of Similar Projects

Project Title:

**Fort Ord Military Base Redevelopment Plan for New Campus and Facility Development
Hazardous Materials Survey and Oversight Monitoring, Seaside, CA.**

Project Role: Primary Contractor

Project Duration: 2007 – Ongoing

Vista Project Value: \$10M

Project Reference:

Katie LaPlace

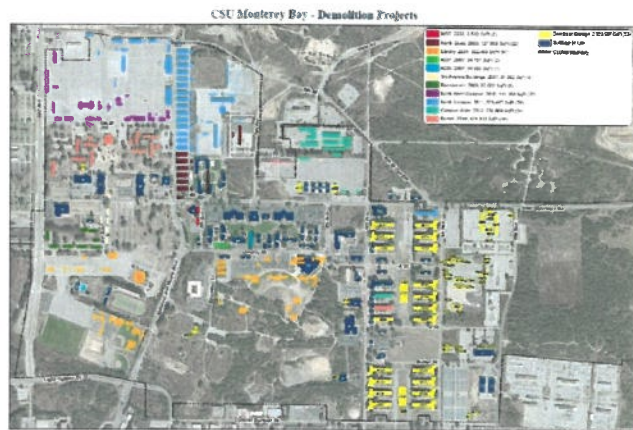
Senior Project Manager, Construction Projects

CSU Monterey Bay

100 Campus Drive, Seaside CA

831-760-2104

klaplace@csumb.edu



Key Personnel:

Charles Bove, Christopher Burns, Luis J. Rocha, Jordan Toy

Charles Bove, principal in charge, provided cost estimates and oversaw all aspects of the project. Christopher Burns was the key contact person for Vista Environmental Consulting (Vista) and the liaison between CSUMB school staff, and Contractors. Mr. Burns also conducted hazardous materials surveys and monitoring. Javier Rocha conducted hazardous materials surveys in addition to maintaining project quality control. Jordan Toy conducted hazardous materials surveys and monitoring.

Vista performed hazardous materials assessments and conducted abatement oversight monitoring of 160 buildings (totaling approx. 3 million square feet) located on the campus. These former Fort Ord Military buildings were in disrepair and needed to be demolished for safety reasons and so that new campus buildings and facilities could be built. CSUMB is committed to sustainably redeveloping the former Fort Ord military base and implementing the campus Master Plan in a manner which meets the needs of today's students and preserves the environment to provide for future generations.

Vista was contracted to provide hazardous materials consulting services which include the following tasks: identification and reporting of all hazardous materials surveys and abatement cost estimates, preliminary demolition waste evaluation, preparation of contract documents for abatement and abatement monitoring services associated with the demolition of the buildings.

Vista has been intricately involved with CSUMB's ongoing campus transitions. We have worked on former military building demolition projects on the northern outskirts of campus such as the motor pool area, horse barns and east corporation yard. Some of our other projects have been in transitional areas between the old and new, such as the dunes, historical buildings near the gym, multiple buildings surrounding the pool and track to the west, south central buildings near the new library and the Hammerheads to the east which house some campus academics in the head portion. We have also been involved in demolition and renovation projects in the heart of the campus.

Over the years Vista has performed additional hazardous materials surveys at several structures for remodeling and demolition projects. Sampling of oils for PCBs was conducted on a large transformer scheduled for demolition, investigation of underground storage tanks (UST) throughout the project area, and waste characterization of buildings scheduled to be abated and demolished. Surveys conducted

include a wide range of building structures including, historical buildings, several multi-story military classrooms, student center, dining hall, library, and other smaller military structures. Comprehensive reports for all phases of this large project were delivered with detailed discussion of results and clear management options presented.

In April 2015, working closely with governing regulatory agencies, Vista oversaw a pilot program in which three abatement contractors had a month to abate a portion of the 1950's era "Hammerhead" barracks buildings to evaluate the effectiveness of each teams' preferred method of removal proposed to remove lead based paint and asbestos skim coat off the interior concrete walls and ceilings. Regulatory involvement from the MBARD was engaged for compliance review of the mechanical removal technique for approval. The local water authorities were also engaged to ensure that filtration of water discharged was within acceptable levels for metals. The pilot program was conducted in order for the contractors to realistically bid this complex project.

Working at this unique campus has provided us with great insight. We have been involved with the demolition of several hundred structures, from start (planning) to finish (new construction). This will be the nation's first military base to university conversion and overall project completion is anticipated to be 2021.

Project Title:

Fort Ord Resource Authority

Surplus II

Hazardous Materials Surveys and Abatement/Demolition Monitoring, Seaside, CA

Project Role: Primary Contractor

Project Duration: 2016-2019

Vista Project Value: \$300K

Reference:

Peter Said

Project Manager

Fort Ord Reuse Authority (Now
Dissolved*)

920 2nd Avenue, Suite A

Marina, CA 93933

(*No Phone or E-mail Available)



The Surplus II is comprised of 28 Buildings including 10 “Rolling Pins” (RP), 8 “Hammerheads” (HH), 5 Administration Buildings (AD), 2 Armories (AR), 1 Cafeteria (CF), and a Gymnasium (G) with an adjacent small metal structure.

The survey was performed to identify and sample, suspect asbestos-containing materials, representative building components for the presence of lead-containing surface coatings/lead-based paints (LCSC/LBP), Polychlorinated Biphenyls (PCBs) in light fixture ballasts and transformers/transformer pads, and other hazardous materials that may have been in the path of construction for the demolition project. Vista also performed waste characterization estimate sampling for the four building types.

From 2018 to 2019 Vista oversaw the abatement and demolition of hazardous materials from all buildings except for the Hammerheads which were not part of Phase I demolition activities. Vista’s key personnel reviewed submittals and work plans, performed air quality monitoring for asbestos, lead and demolition dust, observed and inspected the removal operations to insure compliance with regulatory rules and contractual obligations. Vista also managed hazardous waste manifests and collected water samples for Monterey One Water’s discharge into the sanitary sewer.

Vista acted as the liaison between the project team and the Monterey Bay Air Recourse District (MBARD) to resolve any issues they had with abatement or demolition operations.

Project Title:

**Alameda Naval Air Station
Demolition/Deconstruction Design, Alameda, CA**

Project Role: Primary Contractor

Project Duration: 2007-Ongoing

Vista Project Value: \$2.25M

Reference:

Bill Kennedy
Vice President of Construction
Catellus
66 Franklin Street, Suite 200
Oakland, CA 94607
510-267-3420
bkennedy@catellus.com



Key Personnel:

Charles Bove, Christopher Burns, Christopher Elliott, Luis J. Rocha.

Vista key personnel oversaw and performed comprehensive hazardous materials assessments, cost estimates, remediation/demolition/deconstruction design, and remediation oversight management of all of the buildings on 215 acres at the former Fleet Industrial Supply Center (FISC) and East Housing areas of the former Alameda Naval Air Station

Mr. Bove was the Principal in Charge on this project and managed hundreds of individual surveys and inventory of hazardous materials in over 2 million square feet of residential and industrial structures. He was responsible for the development of plans and specifications for the removal of hazardous materials during demolition, including soil contamination and tearing out contaminated utilities. Vista’s other key personnel including Christopher Burns, Christopher Elliot, and Luis J. Rocha have been involved at

different points over the past 13 years of continuous work at the site ranging from remediation oversight of the hazardous materials found, identification of soil contaminants, perimeter required air quality monitoring and site specific storm water prevention for an emergency project.

This project was accomplished in preparation for the commercial and residential redevelopment of the decommissioned military facility. The buildings that were part of this project included 589 units of housing (800,000 square feet), ten warehouses (two million square feet), hospital building (120,000 square feet) and several smaller buildings including a boiler building.

Pre-assessment research, including extensive site visits and aerial photo/historical document reviews, uncovered previously missed hazardous materials including underground storage tanks (USTs), buried building debris from previous demolitions, and pesticide contaminated soil/building materials.

The hazardous materials survey portion of the project included a detailed inventory of asbestos containing materials including subsurface piping and soil, lead-based and lead containing components, PCB ballasts and transformers, universal waste, ozone depleting chemicals, organochlorinated pesticide contaminated soil and building materials and UST identification. Vista's key personnel were involved in the first phase (residential and commercial outfall) of remediation oversight of the hazardous materials found. The project team met with the community living adjacent to the property prior to abatement to discuss operations, safeguards and potential noise monitoring was added to fence line asbestos and lead monitoring at the request of the community leaders.

The project team met with the Bay Area Air Quality Management District (BAAQMD) to discuss removal of weathered asbestos paneling that covered four large warehouses. The outcome of the meeting allowed abatement operations to be done at a lower regulatory compliance level, which saved time and money. Vista's key personnel performed air quality monitoring, observed and inspected the removal operations to insure compliance with regulatory rules and contractual obligations. Vista also managed the hazardous waste manifests and documented the subsurface infrastructure when it was unearthed.

In addition to the preceding, Vista performed ultrasound investigation and potholing to assist the Navy in locating a missing underground storage tank. The relationship with regulators helped the project team when damaged subsurface asbestos piping was found by the new construction general contractor. Cal/OSHA was called and the local AQMD contacted the team and brought them into the discussions. Vista's key personnel worked with the team to write a response to Cal/OSHA's violation. Vista also wrote a clean-up work plan for the Hospital/Administration building that was burnt to the ground and dispersed lead and asbestos-containing materials over the project site.

Project Title:

**Riverbank Army Ammunition Depot
Asbestos & Lead Survey, Riverbank, CA**

Project Role: Sub-Contractor

Duration: 2018-2019

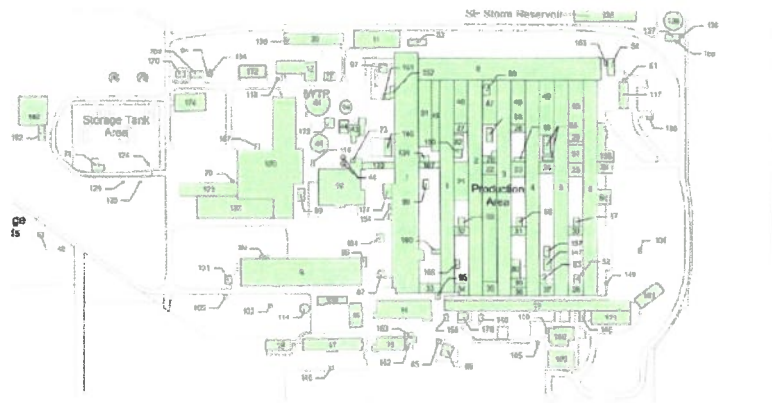
Project Value: \$319K

Project Reference:

Chuck Holman, VP, Environmental
Services

Ahtna Engineering, Inc.
2255 Contra Costa Blvd., Suite 312
Pleasant Hill, CA 94523
916-275-9989

cholman@ahnta



Key Personnel:

Charles Bove, Christopher Burns, Luis J. Rocha, Jordan Toy

Charles Bove, principal in charge, provided cost estimates and oversaw all aspects of the project. Christopher Burns was the key contact person for Vista Environmental Consulting (Vista) and was the liaison for Ahtna Engineering, Inc., Riverbank Army Ammunition Staff, Contractors, and government officials. Christopher Elliott, Christopher Burns, and Javier Rocha conducted the asbestos survey and lead sampling.

Riverbank Army Ammunition Depot, a large scale project, was completed on time. The objective was to provide asbestos and lead reports for 147 buildings at Riverbank Army Ammunition Plant (RBAAP). RBAAP (project site) was located at 5400 Claus Rd, City of Riverbank, Stanislaus County, California. The facility was approximately 100 acres in overall size. The US Army has transferred some portions of RBAAP to the City of Riverbank Local Reuse Authority (LRA) and the rest of RBAAP is leased to the LRA who has subsequently leased many of the buildings to individual tenants. The 147 buildings amounted to an approximate combined square footage of 905,000. Many of the buildings were constructed during the buildup to World War II and are used by individual tenants for various industrial/office purposes. The purpose of the work was to identify asbestos containing building materials (ACM) and lead-based paint (LBP) in the buildings and produce comprehensive reports outlining the approximate quantities and locations of the ACM and LBP identified.

Vista reviewed and utilized copies of building drawings, lead based paint surveys and asbestos surveys of the affected buildings, to the extent available prior to starting the survey in order to formulate best practices.

The asbestos survey was performed by Vista's AHERA certified personal who are California Division of Occupational Safety and Health (Cal/OSHA) Certified Asbestos Consultants (CAC) or Certified Site Surveillance Technicians (CSST). Vista's survey included collection of over 2,800 suspect asbestos containing materials (ACM) from the Army buildings, equipment and infrastructure. Vista evaluated and recorded the type, condition, and quantity of all ACM. The work included collection of bulk samples from walls, ceiling, piping, flooring, roofing or any other materials where asbestos may have been present. When a bulk ACM sample consisted of one or more discrete layers or materials, each layer was treated separately and the results reported by layer. This was the case with most of the ceilings and roofs in the 147 buildings. Asbestos samples were submitted to an accredited laboratory for analysis.

The lead surveys were performed by EPA certified building inspectors for lead-based paint (LBP) activities who are California Department of Public Health (CDPH) Lead Related Construction Inspector/Assessors (LRCIA) or Lead Related Construction Sampling Technicians (LRCST) with at least one team member with 5 years' experience in performing lead surveys of a comparable scope and complexity to this project.

Vista collected over 500 samples for LBP using approved sampling and testing methods and procedures. Vista evaluated and recorded the type, condition, and quantity of all LBP. The work included collection of samples from walls, ceiling, structure, and other surfaces where LBP may have been present. At least one sample of suspected LBP was collected for each color of paint present. Paint samples were analyzed by EPA Method EPA SW-846 6010 or 6020 with a 5 day TAT. Vista's lead survey included the use of a hand-held XRF direct read device to analyze representative painted and coated surfaces for evaluation of lead levels prior to focused paint chip sampling.

All asbestos and lead sample locations were clearly noted on appropriate building drawings identifying materials found to contain asbestos that are friable or non-friable. The ACM descriptions, locations and quantity determinations were clearly and easily identifiable.

Vista prepared separate reports for both asbestos and lead surveys. Vista's reports included the scope of work, list of regulations and standards applicable to work performed; certifications of survey members. The reports also included laboratory analytical findings, data type, condition, location, friability (ACM), and estimated quantities of ACM and LBP; as well as building layouts and plans identifying sample locations. Homogeneous areas of ACM and LBP were shown clearly on drawings and were easily cross-referenced to the text. Completed chain of custody records were also provided for samples submitted for lab analysis. The reports were provided in digital format with hard copies available upon request.

Understanding of Scope of Work

Vista Environmental Consulting's (Vista) management and field staff have reviewed the following documents provided to prepare this proposal:

- Wallace Group Request for Proposal for the Stockade Demolition – Abatement Oversight & Air Monitoring, emailed to Vista on July 17, 2020
- Wallace Group, Request for Proposal – Update: July 24, 2020
- Appendix A – Stockade Plans
- Appendix B – Stockade Specifications
- Appendix C – Notice to Bidders
- Appendix D – Addendum #1
- Appendix E – Addendum #2
- Appendix F – Addendum #3
- Vista's report "S202, Task 2 7 3 – Pre-demolition Hazardous Materials Survey, Stockade Complex, Marina, California" dated October 3, 2017.

Vista's staff has extensive experience working as a team member with construction management firms, architects, engineers, and other environmental professionals on demolition and renovation/modernization projects. Our ability to understand all facets of architectural and engineering design drawings from selective demolition to new construction enables us to meet our client's needs and to tailor our scope of work to fit the unique requirements of each and every project. Our knowledge and experience working on hazardous materials remediation projects with contractors and regulatory agencies has helped us team with the owner's representatives and other design team members to keep hazardous materials related change orders nearly non-existent, and bring in the projects safely, on-time and on-budget.

It is Vista's understanding to serve as construction administration support and third party oversight, monitoring and inspection during the Stockade Complex HazMat Materials Abatement and Building Removal project. Vista confirms that the scope of work includes, but is not limited to;

- Review of environmental submittals outlined in the specifications, including the work plan.
- Provide air monitoring and observations services for duration of abatement and Hazmat portion of the project for up to 100 days of the base bid.
- Vista staff will be onsite during all abatement operations, monitoring the activities of the abatement contractor.
- Attend weekly virtual construction meetings, review the schedule and assist with RFI responses.
- Identify, prepare, log and monitor all potential contract change orders, extra work, and disputes related to abatement work.
- Provide area air monitoring for lead and upwind/downwind fence line monitoring for total dust for up to 40 days during the Additive Alternative phase, Stockade Buildings Removal and Disposal.
- Provide monthly invoices, broken down by project component, identifying each individual's actual hours.
- Provide supporting invoices for direct and subcontracted costs.
- Deliver closeout documentation including, but not limited to, daily observation logs, quantity verification, photo documentation, air sampling reports, and daily/weekly submittal reviews.

Project Approach

Vista Environmental Consulting (Vista) understands that the Wallace Group is seeking a Sub consultant who is a certified Environmental Professional to support construction management and inspection services for the Stockade Complex HazMat abatement and Building Removal Project. This project includes the Stockade Building (B4953), Maintenance Building (B4954), Generator Building (B4955), Sewage Pump Station (B4957), Storage Building (B4951), three Guard Towers (B4950, B4952 and B4956) and paved Areas. The following is our general approach for the requested services in accordance with the RFP and Addenda No.1, No.2 and No. 3 as well as our understanding of the project.

Base Bid – Hazardous Material Abatement, Removal & Disposal:

Submittal Review:

- Vista will review environmental submittals outlined in the specification and all other existing documentation prior to start to gain a deeper understanding of the full scope of the project.
- Vista will provide a Submittal Review Form to the abatement contractor identifying which submittal items have been reviewed and if the documents are accepted, missing, or accepted with conditions. Vista will conduct multiple rounds of reviews, as needed, until submittals are deemed accepted, and abatement can begin.

Air Monitoring and Observation Services:

- Vista will perform a pre-abatement visual assessment of the project site to assess any changes in the hazardous materials condition from the 2017 survey report that would warrant additional pre-cleaning or MBARD reclassification from non-friable to friable categories.
- Vista will attend a scope of work walkthrough with the abatement company to discuss their work plan and the overall scope and expectations of the project.
- Prior to abatement inside every regulated area or containment Vista will conduct a pre-visual inspection of containment setup and proposed removal methods to make sure it is in compliance with the project specifications and pertinent regulations.
- Vista will provide Air Monitoring and Observation services for the duration of the Abatement and Hazmat services. Vista will collect daily asbestos and/or lead air samples as necessary during abatement to be sent to an accredited laboratory for analysis and update the Wallace Group on the results of those samples.
- Vista will perform daily observation and monitoring of the abatement and removal of the hazardous materials at the Project Site. Observation includes visual inspections of work area cleanliness and thoroughness in compliance with regulations, and inspections of surrounding areas to verify materials have not migrated outside the designated work areas.
- Vista will record daily activity on field forms that inform the owner of what occurred on the site as it pertains to the abatement. Upon completion of the abatement activity, Vista will provide the owner or the owner's representative with a clearance memo for the phase of the project that has been completed.
- At the completion of the abatement activity, Vista will conduct a final visual to assure the contractor removed the materials in accordance with the project documents.
- Vista will perform area air monitoring utilizing Phase Contrast Microcopy (PCM) for asbestos, as needed. PCM air samples will be collected and read on-site by our NIOSH 582 trained and AIHA PAT program proficient technicians. Clearance air samples will be sent to an accredited laboratory with a 24-hour turnaround time.
- Vista will also collect up to 2 lead air samples per shift, as necessary. All lead air samples will be sent to an accredited laboratory for analysis on 24-hour turnaround time.
- Vista will field manage hazardous, non-hazardous manifests and monitor all waste shipments from the site. Waste shipments will be recorded on a spreadsheet and will include landfill weight ticket results obtained from the abatement contractor.

On-Site Presence

- A member of Vista's professional staff will be onsite daily to verify site conditions for each structure being abated and monitor and record the activities of the abatement contractor to ensure they are abiding by all regulations governing such work.
- Any abatement contractor deficiencies that cannot be corrected immediately in the field will be communicated to the Wallace Group.

- Vista's staff will act as liaison to MBARD inspectors during their site visits. Any comments or concerns from them will be communicated to the project team.

Weekly Virtual Construction Meetings

- Prior to the start of the abatement activities, Vista will attend a kick-off meeting with the Wallace Group to confirm our understanding of the proposed scope of work and discuss the schedule, access arrangements, available survey reports and building documentation, and other parameters as appropriate. This meeting will be the start of developing project management methods, so that communication and coordination with the Wallace Group will run smoothly and the project schedule will stay on-track and within budget.
- Vista will also attend weekly virtual construction meetings throughout the project, as needed.

Change Orders & Disputes

- While on-site, Vista will take care to identify, prepare, log and monitor all potential contract change orders, extra work, and disputes that arise related to abatement work.
- Any such issues that should arise will be promptly communicated to the Wallace Group.

Invoices

- Vista will provide monthly invoices, broken down by project component, identifying each individual's actual hours. If used, supporting invoices for direct and subcontracted costs will also be provided.

Deliverables

- At the end of the abatement activities Vista will provide the Wallace Group with deliverables in a PDF format that includes an executive summary, daily observation logs, A spreadsheet with building(s), materials, material locations, quantities, air sampling reports, field drawings showing sample locations and material location, pictures of unusual conditions/materials will be included as appropriate enhance the report and the understanding of the data by the end users and submittal review.
- Summary of project deliverables:
 - Daily Observation Logs
 - Quantity Verification
 - Photo Documentation
 - Air Sampling Reports
 - Submittal Review
 - Assist with RFI responses
 - Schedule Review
 - Work Plan Review
 - Clearance Reviews

ADDITIVE ALTERNATIVE – Stockade Buildings Removal & Disposal:

The Additive Alternative phase comprises the removal and disposal of Stockade buildings identified in this project. During this phase, Vista recommends that fence line lead air sampling be conducted, as well as upwind and downwind dust monitoring. It is anticipated that this phase of the project will require 40 working days.

Vista will provide a technician to this project for the following:

- Fence line lead air sampling will be conducted. Up to 2 lead air samples will be collected per shift. Samples will be submitted under proper chain of custody procedures to an accredited laboratory for analysis on a 24-hour turnaround.
- Vista's technician will set-up two TSI 8533 DRX DustTrak machines daily for continuous monitoring of dust PM10 levels: one at the upwind perimeter of the work area and one in a downwind location. DustTrak machines will be mounted on tripods approximately 5 feet above the ground surface.
- One Kestrel 2000 pocket wind meter will be used to measure wind speed and direction every 30 minutes. Weather conditions will also be recorded.
- DustTrak locations will be adjusted throughout the day based on changes in wind pattern.
- Monitoring data will be recorded on a regular time interval of approximately every 30 minutes to manually record the following parameters: date; time; field activity; sampling locations; wind speed and direction; weather conditions; dust monitor levels in mg/m³; and corrective actions taken (if applicable).
- Demolition contractor activities will be recorded on Daily Field Logs. Vista will observe if the contractor followings MBARD rule 439 – Building Removal especially in regard to visible emissions (wetting) and work practice stands including work being prohibited when peak wind speed exceeds 15 miles per hour.
- Any demolition contractor deficiencies that cannot be corrected immediately in the field will be communicated to the Wallace Group.
- Vista's staff will act as liaison to MBARD inspectors during their site visits. Any comments or concerns from them will be communicated to the project team.
- If sub-surface utility piping such as asbestos-cement or tar wrapped piping is discovered during the demolition/grading, Vista will observe activities and air monitor as per the Base Bid approach.
- Deliverables include DustTrak data, as well as Daily Field Logs, site maps and field notes provided in pdf format.

Estimated Fees

The fees presented below are based on time and material fees, not to exceed amounts at the following fee schedules:

Base Bid (100 Shifts)

Tasks:

1. Construction Administration: Includes, but not limited to submittal review, some meetings, and assistance with RFIs.
2. Abatement Oversight and Air Monitoring: Includes daily observation, air monitoring, weekly virtual meeting, and assisting on potential change orders.
3. Closeout Deliverables

Breakdown:

Task	Staff	Hours	Rate	Total
1	Project Manager	6	\$145.00	\$870.00
1	Senior Technician	4	\$100.00	\$400.00
1	Clerical	4	\$60.00	\$240.00
Task 1 Total				\$1,510.00
2	Senior Technician*	800	\$114.00	\$91,200.00
2	Project Manager	30	\$145.00	\$4,350.00
2	Clerical	10	\$60.00	\$600.00
Task 2 Total				\$96,150.00
3	Project Manager	6	\$145.00	\$870.00
3	Senior Technician	6	\$105.00	\$600.00
3	Clerical	4	\$60.00	\$240.00
Task 3 Total				\$1,710.00
Base Bid Total				\$99,370.00

*Rate is fully burdened with analytical costs, equipment, and other consumable and reimbursable costs.

The fee for Base Bid task activities, as outlined above, will be determined on a time and materials basis, based on the following fully burdened daily shift rate schedule:

Daily Shift Rate \$993.70
Total for 100 Shifts \$99,370.00

Additive Alternate (40 shifts)

Breakdown:

Staff	Hours	Rate	Total
Project Manager	16	\$145.00	\$2,320.00
Senior Technician - Reporting	6	\$100.00	\$630.00
Senior Technician - Field*	320	\$114.00	\$36,480.00
Clerical	8	\$60.00	\$480.00
Dust Monitoring Equipment	2 (Months)	\$2,760.00	\$5,520.00
Additive Alternative Bid Total			\$45,430.00

*Technician rate is fully burdened with analytical costs, and other consumable and reimbursable costs.

The fee for Additive Alternative Bid activities, as outlined above, will be determined on a time and materials basis, based on the following fully burdened daily shift rate schedule:

Daily Shift Rate \$1,135.75
Total for 40 Shifts \$45,430.00

These prices include all tasks and costs related to each respective project as described above, including project management, technician & administration time, materials, travel, laboratory fees, equipment and all other incidental costs to monitor the project.

As a firm, we have the experience and commitment necessary to fulfill and execute the services being requested by the Wallace Group for the Stockade Demolition Project. Thank you for the opportunity to submit this proposal.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "C. Bove". The signature is fluid and cursive, with the first name "Charles" and last name "Bove" clearly distinguishable.

Vista Environmental Consulting, Inc.
Charles Bove, President, CEO

**AMENDMENT No. 1 TO THE CITY OF MARINA AGREEMENT FOR ON-CALL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS AMENDMENT No. 1 (“Amendment 1”) to the City of Marina Agreement for On-Call Construction Management and Inspection Services is made this August____, 2020, by and between the City of Marina, a California charter city, herein referred to as the “CITY” and Wallace Group, a California Corporation herein referred to as the “CONTRACTOR”. CITY and CONTRACTOR are sometimes referred collectively as the “Parties” in this Amendment.

Recitals

- A. On May 8, 2020, CITY and CONTRACTOR entered into the Agreement for services to provide on-Call Construction Management and Inspection Services pertaining to various City projects and to provide on-call support services for the City on an as-needed basis as determined by the City Engineer.
- B. The Agreement provides it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the total annual compensation cap.
- C. Only the numbered Articles of the Agreement which are being amended are set forth in this First Amendment.

Terms & Conditions Amended

Now, therefore, the Parties agree to amend the Agreement as follows:

- 1. Article 3 “Compensation” Section (a) is amended to read in its entirety:

(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 accordance with the provisions of this Section and the hourly rate(s) and reimbursable schedule(s) attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to **Six Hundred Thousand Dollars (\$600,000)** per fiscal year, which runs from July 1 to June 30, and that “not to exceed” amount will be prorated for the period from the Commencement Date to the remainder of the first fiscal year of the Agreement.”

All other terms and conditions of the Agreement shall remain in full force and effect.

This First Amendment may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S.ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes. This Amendment No. 1 consists of two (2) pages.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the to the City of Marina Agreement for On-Call Construction Management and Inspection Services to increase the annual compensation cap and for CONTRACTOR to provide on-call construction management and inspection support services for the City on an as-needed basis as determined by the City Engineer on the date(s) and year written below.

CITY OF MARINA

Wallace Group, a California Corporation

By: _____
Layne Long
City Manager

By: _____
Name:
Its:

Date: _____ 2020

Date: _____ 2020

(Attestation & Approval follow)

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

August 12, 2020

Item No. **11c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 18, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
RECEIVING A PRESENTATION AND PROVIDING COMMENTS ON THE
DEL MONTE BOULEVARD EXTENSION AND PATTON PARKWAY
CONNECTION PROJECT.**

REQUEST: It is requested that the City Council consider

1. Adopting Resolution No. 2020-, receiving a presentation & providing comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.

BACKGROUND:

The City of Marina and Fort Ord Reuse Authority Capital Improvement Programs (CIP) identify the Del Monte Blvd. (previously 2nd Avenue) Extension project from “The Dunes” project, north to Del Monte Blvd., (Project No. R05) and a project for connecting the new Patton Parkway to the Del Monte Blvd. Extension, (Project No. R37).

At the regular meeting of July 16, 2016, the City Council adopted Resolution No. 2016-124, approving an Agreement between the City of Marina and Diablo Engineering Group of Oakland, California, for the design of both projects now known as the Del Monte Blvd Extension Project. The same design team started the original 2nd Avenue Extension design as well as the Traffic Study for the State Route 1/Imjin Pkwy/2nd Avenue interchange. The firm’s historical knowledge base as well as experience with Caltrans specifically for this project area has supported the continued progress to the current design status which is nearing 90% completion for the first phase.

At the regular meeting of March 19, 2019, the City Council adopted Resolution No. 2019-27, approving an agreement between Denise Duffy & Associates, Inc. (DD&A) and the City of Marina for Environmental Services for the Del Monte Boulevard Extension Project. At this time, DD&A is nearing completion of the first draft of the Initial Study and will be circulating the study for public review shortly.

ANALYSIS:

Today State Route 1 is the most direct connection between developing South Marina and Downtown/Central Marina. This is a result of legacy barriers remaining from the former Fort Ord that limit north-south connectivity between Central Marina and the redevelopment of the former military fort to the south. The new corridor will provide a solution to a comprehensive multimodal transportation need and address transportation challenges for planned development along this important corridor. The project will directly improve current traffic congestion issues along the interchange corridor of State Route 1 as well as provide a new corridor for bicycle and pedestrian connectivity between Central and Southern Marina. The project will integrate the adopted Fort Ord Base Reuse Plan, the Metropolitan Transportation Plan/Sustainable Communities Strategy, the Regional Transportation Plan, the County-wide Active Transportation Plan, the City of Marina’s Pedestrian and Bicycle Plan, and the City of Marina's Downtown Vitalization Plan (currently in development).

The project design, partnering with Caltrans, will invest in the City’s roadway network that promotes complete streets, implements sustainable communities’ strategies, and improves multi-modal access, connectivity, safety, security, system preservation, economic vitality and environmental quality. The complete streets elements to the corridor project will incorporate the County’s first dedicated e-bike pathway, creating a truly multi-modal corridor the City has been pioneering and implementing in all current and future Development planning.

Specific design aspects of the project include:

- Class 4 on-street E-Bike/E-Scooter facilities, safety signs and pavement markings.
- Dedicated off-street E-Bike facilities
- Bike parking facilities.
- Sidewalks
- High visibility crosswalks at intersections
- Pedestrian flashing beacons at pedestrian crossings wherever applicable.
- Improved bicycle and pedestrian crossings at the signalized Imjin Parkway and Second Avenue intersection.
- Improve bicycle and pedestrian crossings at connection to existing Del Monte Boulevard.
- Necessary drainage improvements needed along Del Monte Boulevard Extension.
- “Green Street” concepts, including storm water quality measures where possible.
- Underground utilities.

To accommodate the proposed improvements and coordinate with local development of the Dunes Opportunity Phase and Caltrans right-of-way, the project corridor has been divided into three (3) cross-sections that both define the corridor with its multi-modal functions and conform to the constraints of the Highway 1 corridor. These details are highlighted in **EXHIBIT A**.

FISCAL IMPACT:

The projects are identified as Public Facilities Impact Fees (PFIF) and the former Fort Ord Reuse Authority (FORA) CIP for which the City’s replacement Community Financing District fees could be considered. The total estimated cost for the combined projects is approximately \$17 Million.

The development of the final design will move forward with the remaining CIP project budget. Staff will continue to engage with Caltrans and Regional Transportation Planning support in investigating funding sources for construction.

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:

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

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING A PRESENTATION AND PROVIDING COMMENTS ON THE DEL MONTE BOULEVARD EXTENSION AND PATTON PARKWAY CONNECTION PROJECT.

WHEREAS, the City of Marina and Fort Ord Reuse Authority Capital Improvement Programs (CIP) identify the Del Monte Blvd. (previously 2nd Avenue) Extension project from “The Dunes” project, north to Del Monte Blvd., (Project No. R05) and a project for connecting the new Patton Parkway to the Del Monte Blvd. Extension, (Project No. R37), and;

WHEREAS, at the regular meeting of July 16, 2016, the City Council adopted Resolution No. 2016-124, approving an Agreement between the City of Marina and Diablo Engineering Group of Oakland, California, for the design of both projects now known as the Del Monte Blvd Extension Project. The same design team started the original 2nd Avenue Extension design as well as the Traffic Study for the State Route 1/Imjin Pkwy/2nd Avenue interchange. The firm’s historical knowledge base as well as experience with Caltrans specifically for this project area has supported the continued progress to the current design status which is nearing 90% completion for the first phase, and;

WHEREAS, at the regular meeting of March 19, 2019, the City Council adopted Resolution No. 2019-27, approving an agreement between Denise Duffy & Associates, Inc. (DD&A) and the City of Marina for Environmental Services for the Del Monte Boulevard Extension Project. At this time, DD&A is nearing completion of the first draft of the Initial Study and will be circulating the study for public review shortly, and;

WHEREAS, today State Route 1 is the most direct connection between developing South Marina and Downtown/ Central Marina. This is a result of legacy barriers remaining from the former Fort Ord that limit north-south connectivity between Central Marina and the redevelopment of the former military fort to the south. The new corridor will provide a solution to a comprehensive multimodal transportation need and address transportation challenges for planned development along this important corridor. The project will directly improve current traffic congestion issues along the interchange corridor of State Route 1 as well as provide a new corridor for bicycle and pedestrian connectivity between Central and Southern Marina. The project will integrate the adopted Fort Ord Base Reuse Plan, the Metropolitan Transportation Plan/Sustainable Communities Strategy, the Regional Transportation Plan, the County-wide Active Transportation Plan, the City of Marina’s Pedestrian and Bicycle Plan, and the City of Marina's Downtown Vitalization Plan (currently in development), and;

WHEREAS, the project design, partnering with Caltrans, will invest in the City’s roadway network that promotes complete streets, implements sustainable communities’ strategies, and improves multi-modal access, connectivity, safety, security, system preservation, economic vitality and environmental quality. The complete streets elements to the corridor project will incorporate the County’s first dedicated e-bike pathway, creating a truly multi-modal corridor the City has been pioneering and implementing in all current and future Development planning, and;

WHEREAS, specific design aspects of the project include: Class 4 on-street E-Bike/E-Scooter facilities, safety signs and pavement markings, Dedicated off-street E-Bike facilities, Bike parking facilities, Sidewalks, High visibility crosswalks at intersections, Pedestrian flashing beacons at pedestrian crossings wherever applicable, Improved bicycle and pedestrian crossings at the signalized Imjin Parkway and Second Avenue intersection, Improve bicycle and pedestrian crossings at connection to existing Del Monte Boulevard, Necessary drainage improvements needed along Del Monte Boulevard Extension, “Green Street” concepts, including storm water quality measures where possible, Underground utilities, and;

WHEREAS, to accommodate the proposed improvements and coordinate with local development of the Dunes Opportunity Phase and Caltrans right-of-way, the project corridor has been divided into three (3) cross-sections that both define the corridor with its multi-modal functions and conform to the constraints of the Highway 1 corridor. These details are highlighted in **Exhibit A**, and;

WHEREAS, the projects are identified as Public Facilities Impact Fees (PFIF) and the former Fort Ord Reuse Authority (FORA) CIP for which the City’s replacement Community Financing District fees could be considered. The total estimated cost for the combined projects is approximately \$17 Million, and;

WHEREAS, the development of the final design will move forward with the remaining CIP project budget. Staff will continue to engage with Caltrans and Regional Transportation Planning support in investigating funding sources for construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby receive a presentation & provide comments on the Del Monte Boulevard Extension and Patton Parkway Connection Project.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th 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



City of Marina

Del Monte Boulevard Extension Project



February 2019

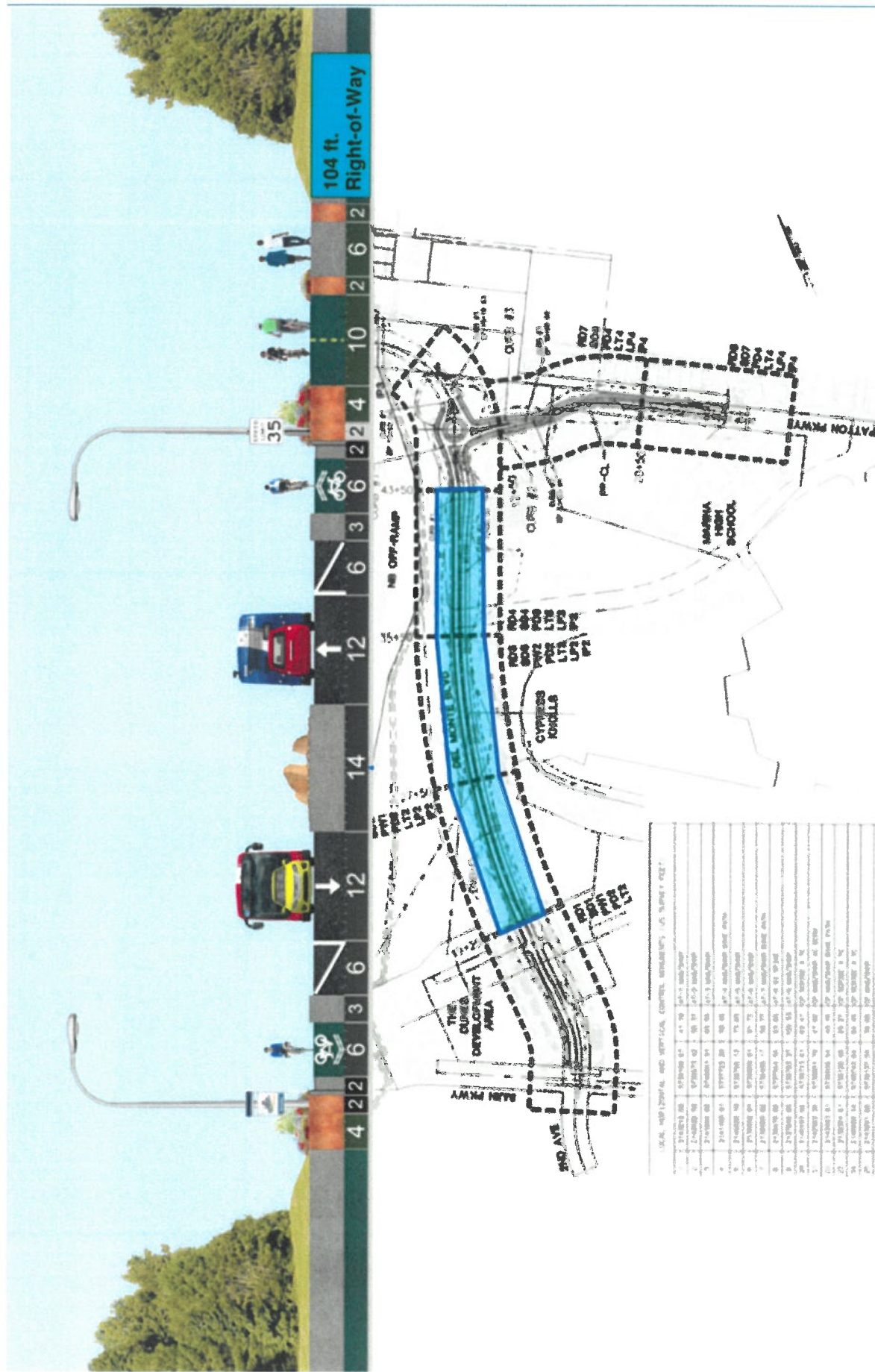


City of Marina

Del Monte Boulevard Extension Project



February 2019





City of Marina

Del Monte Boulevard Extension Project



February 2019