



AGENDA

Tuesday, September 15, 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. (i) Conference with Legal Counsel – existing litigation – Appeal No. A-3-MRA-19-0034 by California American Water Company, et. al., to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project; paragraph (1) of subdivision (d) of CA Govt. Code sec. 54956.9.

(ii) Conference with Legal Counsel - anticipated litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code sec. 54956.9 - one potential case

b. Real Property Negotiations

i. Property: APN: 031-251-013
Negotiating Party: Marina Coast Water District
Property Negotiator: City Manager
Terms: Price and Terms

ii. Property: 3262 Imjin Road, Marina, Marina Municipal Airport Bldg. 515, Cell Site
Negotiating Party: AT&T
Property Negotiator: City Manager
Terms: Price and Terms

- iii. Property: 3200 Imjin Road, Marina, CA Bldg. 507
Negotiating Party: United States Department of the Navy
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 **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 95883-95972, totaling \$418,839.77
Accounts Payable Successor Agency Check Number 54, totaling \$3,105.00
Wire transfers from Checking and Payroll for July 2020, totaling \$2,232,939.96
 - b. **MINUTES:**
 - (1) July 7, 2020, Regular City Council Meeting
 - c. **CLAIMS AGAINST THE CITY:** None
 - d. **AWARD OF BID:** None

e. CALL FOR BIDS:

- (1) City Council consider adopting Resolution No. 2020-, authorizing staff to proceed with the public bidding process for Building 510 new roof project at the Marina Municipal Airport.

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting Resolution No. 2020-, approving submittal of an application for per-capita grant funds from California Department of Parks and Recreation for the Glorya Jean-Tate Park Pump Track and Restroom Improvements and delegating the authority to the City Manager, or designee, to conduct all negotiations, to sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, approving an Agreement for Professional Planning Services and to Authorize the City Manager to accept the Proposal and execute the Project Authorization on behalf of the City, subject to final review and approval by City Attorney.
- (2) City Council consider adopting Resolution No. 2020-, approving lease agreement between City of Marina and United States Department of the Navy for 30,460 square feet in Building 507 located at 3200 Imjin Road at the Marina Municipal Airport and authorizing the City Manager to execute lease agreement on behalf of the city, subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS:

- (1) City Council consider appointing Council Member Lisa Berkley as the Interim Council Liaison to the Marina Planning Commission.

9. PUBLIC HEARINGS:

- a. City Council open a public hearing, take any testimony from the public, consider introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Chapter 8.46 regarding Urban Storm Water Quality Management and Discharge Control in the City of Marina to align the local ordinance with state requirements.

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-, rescinding Resolution 2020-109 in part to change the date and set the time for a special meeting to hear and consider presentations by the applicants for the currently vacant seat on the City Council, to receive public comment, and to consider the appointment of a member of the City Council to serve until the November 2022 General Municipal Election.
- b. City Council consider adopting Resolution No. 2020-, Authoring the City Manager to execute a conveyance agreement and corresponding quitclaim deeds with Monterey County receiving ownership transfer of 177.1 acres totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, 031-101-058, collectively known as the "Landfill Border Parcels Site, located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina; which transfer includes 10 acre feet of water rights known as Marina (Sphere) water; conditioned upon approval of the Supplemental Agreement with Monterey County; approving designation from the County that the City of Marina receive from the United States Army: a) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site" located on Imjin Parkway; b) 3.1 acres consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2, known as the Imjin Parkway E4.7.2 Road Right-of-Way Parcel; conditioned upon approval of the Supplemental Agreement with Monterey County; authorize the City Manager to execute a Supplemental Agreement accepting from Monterey County \$300,000 in habitat conservation plan monies for habitat management after it is approved by the County Board of Supervisors and reviewed by the City Attorney.
- c. City Council consider adopting Resolution No. 2020-. authorizing the City Manager or his designee to negotiate and execute Grant Deeds and Purchase Agreements for the conveyance of portions of the properties along the Imjin Parkway Widening Project corridor, and; authorize all other actions necessary to accept and record said Grant Deeds on behalf of the City of Marina, and; authorize the Finance Director to transfer funds per purchase agreements and make the necessary accounting and budgetary entries.
- d. City Council consider adopting Resolution No. 2020-, receiving a report on the rate adjustment calculation for the franchise collection of solid waste, recycling, and organics by Green Waste Recovery (GWR), consider options for reconciling the surplus franchise revenue, and provide direction to staff.
- e. City Council consider adopting Resolution No. 2020-, receiving a staff presentation on blight removal and blight removal projects and; providing direction towards priorities for blight removal.

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

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

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

* Regular Meeting rescheduled due to Monday Holiday

**Regular Meeting rescheduled due to National Night Out Event

*** Regular Meeting rescheduled due to General Election Day

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

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

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

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.

September 17, 2020 (Cancelled)

October 15, 2020(Cancelled)

November 19, 2020

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.

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.

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 09-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/04/2020	95883	Accounts Payable	Ace Hardware		7.36
	Invoice		Date	Description		Amount
	075913		08/31/2020	Knife blades & fasteners		7.36
Check	09/04/2020	95884	Accounts Payable	Ace Hardware		89.94
	Invoice		Date	Description		Amount
	075739		08/18/2020	SRU Supplies/Patrol 8/18/20		52.82
	075900		08/29/2020	Range Supplies/Patrol 8/29/20		37.12
Check	09/04/2020	95885	Accounts Payable	Ace Hardware		53.45
	Invoice		Date	Description		Amount
	075874		08/27/2020	Sponges		6.53
	075886		08/28/2020	Bldg & Grnd - material & supply		34.94
	075894		08/28/2020	Elbow & nipple glv		11.98
Check	09/04/2020	95886	Accounts Payable	Ace High Designs Inc.		140.87
	Invoice		Date	Description		Amount
	01003948		06/15/2020	Uniform Embroidery Shirt/Rosas 6/15/20		140.87
Check	09/04/2020	95887	Accounts Payable	American Supply Co.		327.93
	Invoice		Date	Description		Amount
	0149020		04/13/2020	COVID-19 Supplies for Food Distribution Days		327.93
Check	09/04/2020	95888	Accounts Payable	Aramark Uniform Service		217.80
	Invoice		Date	Description		Amount
	760948666		08/26/2020	Uniform Service - Public Works Crew		58.55
	760948667		08/26/2020	Uniform Service - Public Works Crew		41.32
	760948668		08/26/2020	Uniform Service - Public Works Crew		80.59
	760948665		08/26/2020	Uniform Service - Public Works Crew		37.34
Check	09/04/2020	95889	Accounts Payable	Arrowhead Scientific, Inc.		95.54
	Invoice		Date	Description		Amount
	129660		08/25/2020	Evidence Supplies 8/25/20		95.54
Check	09/04/2020	95890	Accounts Payable	AT & T		254.13

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AP Check Register 09-04-20

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Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						
Check	08-14-20			AT&T Billing/Alarm, EOC & PEBST Equipment-Citywide 8/14/20		Amount
	09/04/2020	95891	Accounts Payable	AT & T		254.13
Invoice						
Check	09/04/2020			AT&T Billing/Southfield Office 7/15 thru 8/14/20		Amount
	000015192150			AT&T Billing/384-4718 7/28 thru 8/27/20		42.22
	000015237165			CALNET3-9391023441 (384-0888)		22.11
	000015237150			CALNET3-9391023461 (384-7238)		64.14
	000015237172			CALNET3-9391023466 (384-8477)		22.11
	000015237177			CALNET3-9391023469 (384-9337)		42.58
	000015237180			CALNET3-9391023457 (384-5140)		22.11
	000015237166			CALNET3-9391023440 (384-0860)		20.46
	000015237149			CALNET3-9391023468 (384-9148)		22.11
	000015237179			CALNET3-9391023437 (384-0425)		22.11
	000015237146			CALNET3-9391023452 (384-3717)		20.49
	000015237161			CALNET3-9391023442 (384-1702)		20.46
	000015237151			CALNET3--9391023470 (384-9682)		22.11
	000015237181			CALNET3-9391023462 (384-7547)		20.46
	000015237173			CALNET3-9391023463 (384-7854)		24.73
	000015237174			CALNET3-9391023471 (582-0100)		22.11
	000015231951			CALNET3-9391023473 (582-2398)		46.84
	000015231953			CALNET3-9391023475 (582-9032)		22.10
	000015231955			CALNET3-9391023476 (582-9611)		22.10
	000015231956			CALNET3-9391023477 (582-9803)		22.10
	000015231957			CALNET3-9391023439 (384-0552)		22.11
Check	09/04/2020	95892	Accounts Payable	Bob Murray & Associates		4,000.00
	09/04/2020			Recruitment - Finance Director		Amount
Invoice						
Check	8668			Bound Tree Medical		4,000.00
	09/04/2020	95893	Accounts Payable			294.86
Invoice						
Check	83744456			Masks & Earloops - 10 boxes		Amount
	09/04/2020	95894	Accounts Payable	Branch's Janitorial		294.86
						5,121.35

Marina, CA LIVE
AP Check Register 09-04-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	228010	08/25/2020		Janitorial Service - CH, Corp Yard, LA, Annex & CC		2,886.35
	228012	08/25/2020		Janitorial Service-Police/Fire August 2020		2,235.00
Check	09/04/2020	95895	Accounts Payable	California Department of Justice		64.00
	Invoice			Description		Amount
	460804	08/07/2020		Live Scan Results July 2020		64.00
Check	09/04/2020	95896	Accounts Payable	Capitol Barricade, Inc.		528.77
	Invoice			Description		Amount
	129820	08/25/2020		Custom sign 18x12 alum		228.33
Check	129849	08/26/2020		Ennis 2-way blue marker		300.44
	09/04/2020	95897	Accounts Payable	Carmel Fire Protection Associates		600.00
	Invoice			Description		Amount
Check	120272	08/23/2020		Fire Alarm TI for Montage 2930 Second Avenue		200.00
	120264	08/19/2020		Building Permit Plan Review for Wathen Castanos Larkspur Model 1		200.00
	120263	08/19/2020		Building Permit Plan Review for Wathen Castanos Larkspur Model 2		200.00
Check	09/04/2020	95898	Accounts Payable	Code Publishing Inc.		480.00
	Invoice			Description		Amount
	67684	08/28/2020		Standard Web Hosting - Annual Web Fees 2020-2021		480.00
Check	09/04/2020	95899	Accounts Payable	Community Hospital of the Monterey Peninsula		27.00
	Invoice			Description		Amount
	400600072	08/08/2020		Blood Draw/AK RQ44192 7/24/20		27.00
Check	09/04/2020	95900	Accounts Payable	CSG Consultants		82,140.00
	Invoice			Description		Amount
	32109	08/17/2020		CSG Eng: Permits/Development (07/01/20 - 07/31/20)		11,690.00
	32125	08/17/2020		CSG Gen: PW Superinten (07/01/20 - 07/31/20)		16,375.00
	32123	08/17/2020		CSG Eng: SH3A Sea Haven-Inspection (07/01/20 - 07/27/20)		6,972.50
	32124	08/17/2020		CSG Eng: SH5A Sea Haven-Inspection (07/01/20 - 07/31/20)		3,375.00
	32111	08/17/2020		CSG Eng: RWQCB (07/01/20 - 07/31/20)		2,560.00
	32107	08/17/2020		CSG Eng: R5 2nd Ave Ext (#713) (07/01/20 - 07/31/20)		4,820.00

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AP Check Register 09-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	32119		08/17/2020	CSG Eng: SH3 Sea Haven - Plan Ck (07/01/20 - 07/31/20)		10,880.00
	32108		08/17/2020	CSG Eng: Stockade Demo (HSF 2102) (07/01/20 - 07/31/20)		320.00
	32106		08/17/2020	CSG Eng: R46B Imjin Pkwy (07/01/20 - 07/31/20)		960.00
	32112		08/17/2020	CSG Eng: FORA (07/01/20 - 07/31/20)		800.00
	32110		08/17/2020	CSG Eng: Staff Augmentation (07/01/20 - 07/31/20)		6,350.00
	32115		08/17/2020	CSG Eng: FAE CHISPA/Junsay Oaks (07/01/20 - 07/31/20)		160.00
	32103		08/17/2020	CSG Eng: Cypress Cove LMD (07/01/20 - 07/31/20)		125.00
	32102		08/17/2020	CSG - Monterey Bay Est LMD (07/01/20 - 07/31/20)		125.00
	32101		08/17/2020	CSG Eng: Locke Paddon (07/01/20 - 07/31/20)		410.00
	32104		08/17/2020	CSG Eng - Phase 1C Dunes CFD (07/01/20 - 07/31/20)		1,280.00
	32105		08/17/2020	CSG Eng: (APR 1801) Annual Sts Resurfacing (07/01/20 - 07/31/20)		9,160.00
	32120		08/17/2020	CSG Eng: C4 Cypress Gardens-3135 Seacr Ave(07/01/20 - 07/31/20)		285.00
	32121		08/17/2020	CSG Eng: C3 Charles Apt - 3109 Seacr Ave(07/01/20 - 07/31/20)		1,000.00
	32116		08/17/2020	CSG Eng: SH2 Sea Haven - Plan Ck (07/01/20 - 07/31/20)		800.00
	32114		08/17/2020	CSG Eng: SH2 Sea Haven-Inspection (07/01/20 - 07/31/20)		160.00
	32122		08/17/2020	CSG Eng: FAE - DU2 - 1C Dunes Phas 2 (07/01/20 - 07/31/20)		2,080.00
	32117		08/17/2020	CSG Eng: SH5A Sea Haven - Map/Plan Ck (07/01/20 - 07/31/20)		80.00
	32118		08/17/2020	CSG Eng: Permits/Dev_Seville Townhomes (07/01/20 - 07/31/20)		375.00
	B200980		08/03/2020	Building Plan Review 7/1/2020-7/31/2020		997.50
Check	09/04/2020	95901	Accounts Payable	Enterprise Rent-A-Car - EAN Services, LLC		173.87
	Invoice		Date	Description		Amount
	25177230		08/31/2020	Rental Car/Rosas 8/19 thru 8/22/20		173.87
Check	09/04/2020	95902	Accounts Payable	Epic Aviation		13,884.06
	Invoice		Date	Description		Amount
	7343925		08/22/2020	Airport_Jet A Fuel Purchase		13,884.06
Check	09/04/2020	95903	Accounts Payable	FedEx		54.69
	Invoice		Date	Description		Amount
	7-100-45338		08/21/2020	Postage/Shipping-Ops/AC 8/21/20		54.69
Check	09/04/2020	95904	Accounts Payable	First Alarm		119.16
	Invoice		Date	Description		Amount
	548069		06/15/2020	Monitoring services at station 2 - 07/01/20 to 09/30/20		119.16
Check	09/04/2020	95905	Accounts Payable	Gavilan Pest Control		77.00

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Marina, CA LIVE

AP Check Register 09-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	0132643		08/12/2020	Gavilan Pest Control - Comm Ctr		77.00
	09/04/2020	95906	Accounts Payable	George T. Powell		1,200.00
Check	Invoice			Description		Amount
	08012020		08/01/2020	Parking Rental-Police/Fire 8/1 thru 8/30/20		1,200.00
	09/04/2020	95907	Accounts Payable	GMB & Associates - Gary M. Brant		303.40
Check	Invoice			Description		Amount
	033-111-028ML		09/01/2020	Debt Service Refund ML		303.40
	09/04/2020	95908	Accounts Payable	J & J Armstrong Limited Partnership		3,567.75
Check	Invoice			Description		Amount
	175-011-046MG		09/01/2020	Debt Service Refund MG		2,854.21
	203-011-024MG		09/01/2020	Debt Service Refund MG		713.54
Check	Invoice			Description		Amount
	09/04/2020	95909	Accounts Payable	James V & Fran E Spector Atkins Trust		3,428.62
Check	Invoice			Description		Amount
	033-281-025MG		08/31/2020	Debt Service Refund MG		3,428.62
	09/04/2020	95910	Accounts Payable	L.N. Curtis & Sons		298.15
Check	Invoice			Description		Amount
	INV415036		08/19/2020	Quick mount saw blade		169.33
	INV415701		08/21/2020	16" Mini Pro Bar Kit		128.82
Check	Invoice			Description		Amount
	09/04/2020	95911	Accounts Payable	Mallory Safety And Supply		83.33
Check	Invoice			Description		Amount
	4905264		08/28/2020	Gloves - PW Crew - COVID 19 Response		83.33
	09/04/2020	95912	Accounts Payable	Marina Soccer Association		100.00
Check	Invoice			Description		Amount
	08-25-20		08/25/2020	Refundable Fireworks Deposit		100.00
	09/04/2020	95913	Accounts Payable	Martin's Irrigation Supply		232.48
Check	Invoice			Description		Amount
	573714		08/28/2020	Brass water meter		232.48
	09/04/2020	95914	Accounts Payable	Maynard Group Inc.		54.33

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AP Check Register 09-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	1001573		08/06/2020	Service Call 7/31/20		54.33
	09/04/2020	95915	Accounts Payable	Monterey Auto Supply		405.66
	Invoice			Description		Amount
	748470		08/13/2020	Veh - Maint Parts & Supply - Unit 592		18.02
	748448		08/13/2020	Veh - Maint Parts & Supply - Unit 592		63.75
	751670		08/25/2020	Veh - Maint Parts & Supply - Unit 5000		73.85
	752003		08/26/2020	Veh - Maint Parts & Supply - Unit 98-01		20.20
	750716		08/21/2020	Veh - Maint Parts & Supply - Unit 131		8.63
	751352		08/24/2020	Veh - Maint Parts & Supply - Unit 111		62.10
	751354		08/24/2020	Veh - Maint Parts & Supply - Unit 111		31.65
	751340		08/24/2020	Veh - Maint Parts & Supply - Unit 111		35.68
	751384		08/24/2020	Veh - Maint Parts & Supply - Unit 111		15.47
	751542		08/25/2020	Veh - Maint Parts & Supply - Unit 111		9.57
	751395		08/24/2020	Veh - Maint Parts & Supply - Unit 111		0.54
	751396		08/24/2020	Veh - Maint Parts & Supply - Unit 111		3.27
	751511		08/25/2020	Veh - Maint Parts & Supply - Unit 111		10.79
	751345		08/24/2020	Veh - Maint Parts & Supply - Unit 111		4.32
	752079		08/26/2020	Veh - Maint Parts & Supply - Unit 582		47.82
Check	09/04/2020	95916	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		5,206.72
Check	Invoice			Description		Amount
	2567A-IN		08/14/2020	Unleaded Fuel (2070 gal)		5,206.72
	09/04/2020	95917	Accounts Payable	Monterey Tire Service		28.00
	Invoice			Description		Amount
	1-96222		08/27/2020	Dismount & mount - Unit 5491		28.00
	09/04/2020	95918	Accounts Payable	MuttMitt - ZW USA Inc.		1,245.34
	Invoice			Description		Amount
	362517		08/27/2020	Mutt Mitts - CW		1,245.34
	09/04/2020	95919	Accounts Payable	Newell Development Co. - Lee Newell		303.40
	Invoice			Description		Amount
	033-111-028ML		09/01/2020	Debt Service Refund ML		303.40

Marina, CA LIVE

AP Check Register 09-04-20

Bank Account: 905 - Chase - Checking
Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/04/2020	95920	Accounts Payable	Office Depot		244.42
	Invoice		Date	Description		Amount
	2428020652	08/20/2020		Office supplies		244.42
Check	09/04/2020	95921	Accounts Payable	Office Depot		40.62
	Invoice		Date	Description		Amount
	115534241001	08/12/2020		Office Supplies-Finance		40.62
Check	09/04/2020	95922	Accounts Payable	Office Depot		402.80
	Invoice		Date	Description		Amount
	510066100001	06/12/2020		Office Supplies/Admin		31.25
	117944636001	08/19/2020		Chair/Office Supplies-Patrol 8/19/20		351.56
	117935352001	08/19/2020		Face Mask/Admin 8/19/20		19.99
Check	09/04/2020	95923	Accounts Payable	Office Depot		214.06
	Invoice		Date	Description		Amount
	2427729681	08/19/2020		Toners, screen protector & battery		160.17
	118214260001	08/19/2020		Labels & pens		53.89
Check	09/04/2020	95924	Accounts Payable	Pacific Gas & Electric		356.87
	Invoice		Date	Description		Amount
	795-7.AUG20	08/20/2020		PG&E - 4467294795-7		356.87
Check	09/04/2020	95925	Accounts Payable	PAPE		202.30
	Invoice		Date	Description		Amount
	12203993	08/18/2020		Veh - Maint Parts & Supply - Unit 592		202.30
Check	09/04/2020	95926	Accounts Payable	Peninsula Welding & Medical Supply		155.89
	Invoice		Date	Description		Amount
	200637	06/08/2020		Oxygen Refills		155.89
Check	09/04/2020	95927	Accounts Payable	Quill Corporation		455.98
	Invoice		Date	Description		Amount
	9866278	08/24/2020		Material & Supplies 08/24/2020		330.36
	9866369	08/24/2020		Office Supplies/Records 08/24/2020		91.76
	9909403	08/25/2020		Office Supplies/Records 08/25/2020		33.86

AP Check Register 09-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/04/2020	95928	Accounts Payable	Ryan Ranch Printers		103.47
	Invoice		Date	Description		Amount
	21969		08/19/2020	Seizure & Forfeiture Forms/Patrol 8/19/20		103.47
Check	09/04/2020	95929	Accounts Payable	San Diego Police Equipment Co, Inc.		942.68
	Invoice		Date	Description		Amount
	642380		04/29/2020	Ammunition - Pay from 19/20 Fiscal Year		942.68
Check	09/04/2020	95930	Accounts Payable	Shred-it USA		95.73
	Invoice		Date	Description		Amount
	8180292068		08/15/2020	Shredding Service/Records 8/15/20		95.73
Check	09/04/2020	95931	Accounts Payable	SpeakWrite		609.31
	Invoice		Date	Description		Amount
	468eda5a		09/01/2020	Transcription Service/Patrol August 2020		609.31
Check	09/04/2020	95932	Accounts Payable	Stordok		239.00
	Invoice		Date	Description		Amount
	53543752		08/19/2020	Finance Documents Records Retention Shredding		239.00
Check	09/04/2020	95933	Accounts Payable	Suburban Propane		894.95
	Invoice		Date	Description		Amount
	1602-101450		08/28/2020	Propane Gas- CW		894.95
Check	09/04/2020	95934	Accounts Payable	Taygeta Scientific, Inc.		2,000.00
	Invoice		Date	Description		Amount
	000423-R-0021		09/01/2020	Network Defense/Sep20		2,000.00
Check	09/04/2020	95935	Accounts Payable	TechRx Technology Services		16,992.26
	Invoice		Date	Description		Amount
	8752		09/01/2020	IT Support - August 2020		10,200.00
	8626		08/31/2020	Amazon Glacier Terabyte Storage - June-August 2020		1,109.25
	8774		09/01/2020	Ninite Monthly Subscription - September 2020		112.50
	8799		08/31/2020	UPS - City Hall Server Room		1,147.13
	8771		09/01/2020	Veeam Virtual Backup Monthly Subscription - September 2020		337.00
	8805		08/24/2020	Purchase of Laptop for Marisol Gomez		1,829.70

Marina, CA LIVE
AP Check Register 09-04-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	8734		07/31/2020	LCD Monitor-White/Esparza 7/31/20		415.15
	8680		07/09/2020	LCD Monitor-(2)/Investigations 7/9/20		371.45
	8657		06/15/2020	LCD Monitor-Investigation 6/15/20		371.45
	8815		09/01/2020	Computer Replacement - Watch Commanders Office		1,098.63
	09/04/2020	95936	Accounts Payable	Verizon Wireless		1,322.89
Check	Invoice		Date	Description		Amount
	9861041064		08/18/2020	Cell Phone Service/Nieto 7/19 thru 8/18/20		38.01
	9860980841		08/18/2020	Cell Phone Service/Anderson 7/19 thru 8/18/20		38.01
	9861051545		08/18/2020	Cell Phone Service/Patrol 7/19 thru 8/18/20		941.64
	9861519842		08/25/2020	FD Mobile Charges - July 26- August 25, 2020		305.23
Check	09/04/2020	95937	Accounts Payable	Wex Bank		193.13
	Invoice		Date	Description		Amount
	67080374		08/23/2020	Gas Billing 8/23/20		193.13
	09/04/2020	95938	Accounts Payable	WRA, Inc.		11,651.50
	Invoice		Date	Description		Amount
Check	28263 - 40117		07/31/2020	MPWSP - July 2020		11,651.50
	09/04/2020	95939	Accounts Payable	Xerox Financial Services		239.26
	Invoice		Date	Description		Amount
	2246507		08/28/2020	FD Copier - 8/17 20 to 9/17 20		239.26
	09/04/2020	95940	Accounts Payable	Zoom Imaging Solutions		8.84
Check	Invoice		Date	Description		Amount
	IN1572788		08/19/2020	Toner/Evidence 8/19/20		8.84
	09/04/2020	95941	Accounts Payable	Zustan K-9 Services		250.00
	Invoice		Date	Description		Amount
	332375		08/24/2020	K-9 Maintenance & Development Training August 2020		250.00
EFT	09/04/2020	1039	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,800.00
	Invoice		Date	Description		Amount
	20-18		08/28/2020	Services 08-17/08-27-20		3,800.00
	905 Chase - Checking Totals:			Transactions: 60		\$167,192.58

AP Check Register 09-04-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Checks:		59				\$163,392.58
EFTs:		1				\$3,800.00

Marina, CA LIVE
AP Check Register 09-11-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/11/2020	95942	Accounts Payable	Ace Hardware		98.26
	Invoice		Date	Description		Amount
	075943		09/02/2020	Hose Hanger, Garden Hose and Fasteners		64.44
	075996		09/05/2020	Antibacterial Cleaner		19.63
	075880		08/27/2020	Garden house end and nozzle		14.19
Check	09/11/2020	95943	Accounts Payable	Ace Hardware		24.00
	Invoice		Date	Description		Amount
	075927		09/01/2020	Elbow & nipple glv		7.63
	075930		09/01/2020	Bldg & Grnd - material & supply		16.37
Check	09/11/2020	95944	Accounts Payable	Aramark Uniform Service		297.57
	Invoice		Date	Description		Amount
	760958545		09/02/2020	Uniform Service - Public Works Crew		80.59
	760958542		09/02/2020	Uniform Service - Public Works Crew		47.63
	760958543		09/02/2020	Uniform Service - Public Works Crew		113.27
	760958544		09/02/2020	Uniform Service - Public Works Crew		56.08
Check	09/11/2020	95945	Accounts Payable	ARC Document Solutions		565.92
	Invoice		Date	Description		Amount
	2342173		07/23/2020	ARC Invoice - July 2020		282.96
	2350935		08/17/2020	ARC Invoice - Aug 2020		282.96
Check	09/11/2020	95946	Accounts Payable	AT & T		42.57
	Invoice		Date	Description		Amount
	000015237157		08/28/2020	CALNET3-9391023448 (384-2934)		22.11
	000015237178		08/28/2020	CALNET3-9391023467 (384-8760)		20.46
Check	09/11/2020	95947	Accounts Payable	California Towing Inc.		125.00
	Invoice		Date	Description		Amount
	194249		08/12/2020	Towing Service - Unit 882		125.00
Check	09/11/2020	95948	Accounts Payable	Cheryl Kent		1,440.00
	Invoice		Date	Description		Amount
	2020-85		09/03/2020	Code Enforcement Investigations		1,440.00

AP Check Register 09-11-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/11/2020	95949	Accounts Payable	Kovatch Mobile Equipment Corp.		5,179.07
	Invoice		Date	Description		Amount
	553674		08/27/2020	Veh - Maint Parts & Supply - Unit 07-01		3,320.94
	553677		09/01/2020	Veh - Maint Parts & Supply - Unit 07-01		1,385.63
	553675		08/27/2020	Veh - Maint Parts & Supply - Unit 0701		270.00
	553676		08/27/2020	Veh - Maint Parts & Supply - Unit 0701		202.50
Check	09/11/2020	95950	Accounts Payable	Monterey Auto Supply		342.29
	Invoice		Date	Description		Amount
	752262		08/27/2020	Veh - Maint Parts & Supply - Unit 582		31.67
	752123		08/26/2020	Veh - Maint Parts & Supply - Unit 582		14.19
	752084		08/26/2020	Veh - Maint Parts & Supply - Unit 582		42.57
	752444		08/27/2020	Veh - Maint Parts & Supply - Unit 010		10.91
	753689		09/01/2020	Veh - Maint Parts & Supply		157.76
	753698		09/01/2020	Veh - Maint Parts & Supply - Unit 891		64.39
	752488		08/27/2020	Veh - Maint Parts & Supply - Unit 010		20.80
Check	09/11/2020	95951	Accounts Payable	Monterey County Herald		1,232.53
	Invoice		Date	Description		Amount
	0006507870		08/07/2020	Cannabis Services Fee Study		194.25
	0006508990		08/11/2020	Notice of Election		679.85
	0006509003		08/11/2020	Nominee of Office for District Election		173.43
	0006511751		08/22/2020	Weed Abatement Public Hearing Notice		185.00
Check	09/11/2020	95952	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		771.55
	Invoice		Date	Description		Amount
	1630B-IN		08/26/2020	Diesel Fuel (300 gal)		771.55
Check	09/11/2020	95953	Accounts Payable	Monterey Peninsula Retail Investment LLC		1,163.08
	Invoice		Date	Description		Amount
	033-111-026ML		09/08/2020	Debt Service Refund ML		1,163.08
Check	09/11/2020	95954	Accounts Payable	My Chevrolet		246.82
	Invoice		Date	Description		Amount
	117358CVR		09/01/2020	Battery delco - Unit 896		246.82
Check	09/11/2020	95955	Accounts Payable	Office Depot		98.31

Marina, CA LIVE

AP Check Register 09-11-20

Bank Account: 905 - Chase - Checking

Batch Date: 09/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
	101025747001			08/21/2020	Monitor Arm/Records 8/21/20	98.31
Check	09/11/2020	95956	Accounts Payable	Office Depot		38.23
	Invoice			Date	Description	Amount
	118214259001			08/19/2020	Office supply	38.23
Check	09/11/2020	95957	Accounts Payable	Pacific Gas & Electric		11,473.79
	Invoice			Date	Description	Amount
	483-6.AUG20			08/25/2020	PG&E - 3982644483-6	11,473.79
Check	09/11/2020	95958	Accounts Payable	Pinney Bowes		1,215.48
	Invoice			Date	Description	Amount
	3104155484			08/30/2020	Postage Meter Lease Payment	1,215.48
Check	09/11/2020	95959	Accounts Payable	Rincon Consultants, Inc.		14,097.50
	Invoice			Date	Description	Amount
	22655			06/22/2020	DVSP EIR - Dec 2019 thru May 2020	14,097.50
Check	09/11/2020	95960	Accounts Payable	Salinas Valley Ford		46.55
	Invoice			Date	Description	Amount
	15402			08/31/2020	Cable aspo - Unit 582	46.55
Check	09/11/2020	95961	Accounts Payable	Shartsis Friese LLP		174,881.35
	Invoice			Date	Description	Amount
	5426521			08/25/2020	Professional Services - MPWSP - July 2020	174,881.35
Check	09/11/2020	95962	Accounts Payable	Snow Signs		93.04
	Invoice			Date	Description	Amount
	21183			09/02/2020	White reflective die cut decals	93.04
Check	09/11/2020	95963	Accounts Payable	T J K M		3,735.00
	Invoice			Date	Description	Amount
	0049518			03/31/2020	Eng & Speed/Traffic Survey (On-Call) (03/01/20 - 03/31/ 20)	2,570.00
	0049665			04/30/2020	Eng & Speed/Traffic Survey (On-Call) (04/01/20 - 04/30/ 20)	1,165.00
Check	09/11/2020	95964	Accounts Payable	Thyssenkrupp Elevator Corporation		1,303.29

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Marina, CA LIVE
AP Check Register 09-11-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	3005468365	09/01/2020		Elevator Service - Public Service Bldg		1,303.29
	09/11/2020	95965	Accounts Payable	U.S. Bank Equipment Finance		216.32
Check	Invoice			Description		Amount
	422677849	08/28/2020		CDD Copier Lease Payment - September 2020		216.32
	09/11/2020	95966	Accounts Payable	Veritiv Operating Company		891.48
Check	Invoice			Description		Amount
	035-32724310	08/26/2020		20-Cases of Copy Paper		891.48
	09/11/2020	95967	Accounts Payable	Verizon Wireless		2,084.39
Check	Invoice			Description		Amount
	9860984281	08/18/2020		Cell Phone Service/PD 7/19 thru 8/18/20		2,084.39
	09/11/2020	95968	Accounts Payable	Wallace Group, Inc.		24,799.95
Check	Invoice			Description		Amount
	51593	08/31/2020		Wallace PM: On-Call Svc (07/01/20 - 07/31/20)		24,556.20
	51659	09/02/2020		Wallace PM: On-Call Svc (07/01/20 - 07/31/20)		243.75
Check	Invoice			Description		Amount
	09/11/2020	95969	Accounts Payable	Wellman Advertising & Design		1,150.00
	09-01-20	09/01/2020		Calif. Coastal Commission Citywide Mailer Graphics		1,150.00
Check	Invoice			Description		Amount
	09/11/2020	95970	Accounts Payable	Marina Employees Association		155.00
	09-04-20	09/04/2020		24 - MEA Dues		155.00
Check	Invoice			Description		Amount
	09/11/2020	95971	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	09-04-20	09/04/2020		35 - MPFFA Dues		300.00
Check	Invoice			Description		Amount
	09/11/2020	95972	Accounts Payable	Vision Service Plan		1,938.85
	09-01-20	09/01/2020		103 - Vision EE*		1,894.06
	09-01-20.	09/01/2020		VSP Adjustment (09/2020)		44.79

Marina, CA LIVE

AP Check Register 09-11-20

Bank Account: 905 - Chase - Checking
Batch Date: 09/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	09/11/2020	1072	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice		Date	Description		Amount
	09-04-20		09/04/2020	23 - MPOA Dues		250.00
EFT	09/11/2020	1073	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice		Date	Description		Amount
	09-04-20		09/04/2020	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$251,647.19

Transactions: 33

Checks: 31 \$250,047.19
EFTs: 2 \$1,600.00

Marina, CA LIVE

SA Check Register 09-11-20

Bank Account: 921 - Chase - Successor Agency
Batch Date: 09/11/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	09/11/2020	54	Accounts Payable	MUFG Union Bank of California		3,105.00
	Invoice			Description		Amount
	08-23-2020			Trustee Fees-Dunes Bond 2018 A&B		3,105.00
921 Chase - Successor Agency Totals:						<u>\$3,105.00</u>
Checks: 1						\$3,105.00

Transactions: 1

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 7/1/2020 - To Payment Date: 7/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
905 - Chase - Checking									
<u>EFT</u>									
892	07/03/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$240.00	\$240.00	\$0.00
893	07/03/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,296.00	\$1,296.00	\$0.00
894	07/01/2020	Open			Accounts Payable	Motorola Solutions, Inc.	\$185,347.60	\$185,347.60	\$0.00
930	07/10/2020	Open			Accounts Payable	Richard B. Standridge	\$3,467.50	\$3,467.50	\$0.00
936	07/01/2020	Open			Accounts Payable	PERS Health Services Division	\$81,823.48	\$81,823.48	\$0.00
937	07/01/2020	Open			Accounts Payable	PERS Health Services Division	\$2,867.37	\$2,867.37	\$0.00
938	07/01/2020	Open			Accounts Payable	Standard Insurance Company	\$1,839.66	\$1,839.66	\$0.00
939	07/01/2020	Open			Accounts Payable	Standard Insurance Company	(\$34.41)	(\$34.41)	\$0.00
940	07/01/2020	Open			Accounts Payable	Standard Insurance Company	(\$55.80)	(\$55.80)	\$0.00
944	07/10/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,035.75	\$4,035.75	\$0.00
945	07/10/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,451.52	\$1,451.52	\$0.00
947	07/01/2020	Open			Accounts Payable	Standard Insurance Company	\$2,182.16	\$2,182.16	\$0.00
948	07/01/2020	Open			Accounts Payable	Standard Insurance Company	(\$12.76)	(\$12.76)	\$0.00
949	07/01/2020	Open			Accounts Payable	Premier Access Insurance - Dept. 34114	\$266.00	\$266.00	\$0.00
950	07/08/2020	Open			Accounts Payable	JP Morgan Chase Commercial Card	\$330.79	\$330.79	\$0.00
951	07/24/2020	Open			Accounts Payable	Richard B. Standridge	\$3,895.00	\$3,895.00	\$0.00
952	07/24/2020	Open			Accounts Payable	Marina Police Association-MPOA	\$250.00	\$250.00	\$0.00
953	07/24/2020	Open			Accounts Payable	Police Officers Association - POA	\$1,350.00	\$1,350.00	\$0.00
956	07/06/2020	Open			Accounts Payable	Polished	\$10,000.00	\$10,000.00	\$0.00
957	07/06/2020	Open			Accounts Payable	English Ales	\$10,000.00	\$10,000.00	\$0.00
958	07/06/2020	Open			Accounts Payable	Mustang Beginnings	\$10,000.00	\$10,000.00	\$0.00
960	07/24/2020	Open			Accounts Payable	CalPERS	\$417,513.00	\$417,513.00	\$0.00
961	07/24/2020	Open			Accounts Payable	CalPERS	\$978,729.00	\$978,729.00	\$0.00
962	07/24/2020	Open			Accounts Payable	AFLAC - Attn.:Remittance Process	\$4,035.75	\$4,035.75	\$0.00
963	07/24/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$1,451.52	\$1,451.52	\$0.00
966	07/10/2020	Open			Accounts Payable	CalPERS	\$91,854.89	\$91,854.89	\$0.00
967	07/10/2020	Open			Accounts Payable	CalPERS	\$2.24	\$2.24	\$0.00
968	07/24/2020	Open			Accounts Payable	CalPERS	\$88,851.44	\$88,851.44	\$0.00
969	07/24/2020	Open			Accounts Payable	CalPERS	(\$135.01)	(\$135.01)	\$0.00
992	07/21/2020	Open			Accounts Payable	Marina Beauty Supply	\$10,000.00	\$10,000.00	\$0.00
993	07/20/2020	Open			Accounts Payable	Gregorio Vazquez Martinez	\$2,000.00	\$2,000.00	\$0.00
994	07/20/2020	Open			Accounts Payable	Jennie Marie Rodriguez Infant	\$2,000.00	\$2,000.00	\$0.00
999	07/27/2020	Open			Accounts Payable	Berkadia	\$95,194.92	\$95,194.92	\$0.00
1010	07/31/2020	Open			Accounts Payable	Discovery Benefits, Inc.	\$115.50	\$115.50	\$0.00

Monthly EFT/Wire Report-Checking Acct.

From Payment Date: 7/1/2020 - To Payment Date: 7/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1020	07/31/2020	Open			Accounts Payable	JPMorgan Chase Bank, N.A.			
Type EFT Totals:					35 Transactions		\$881.51		
905 - Chase - Checking Totals							\$2,013,034.62	\$1,735,938.34	\$0.00
EFTs									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	35			\$2,013,034.62		\$1,735,938.34	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Total	35			\$2,013,034.62		\$1,735,938.34	
All									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	35			\$2,013,034.62		\$1,735,938.34	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	35			\$2,013,034.62		\$1,735,938.34	
Grand Totals:									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	35			\$2,013,034.62		\$1,735,938.34	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	35			\$2,013,034.62		\$1,735,938.34	

Monthly EFT/Wire Report - Payroll Account

From Payment Date: 7/1/2020 - To Payment Date: 7/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
913 - Chase - Payroll ZBA									
<u>EFT</u>									
8067	07/10/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
8068	07/10/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$73,719.68	\$73,719.68	\$0.00
8069	07/10/2020	Open			Accounts Payable	Employment Development Department	\$22,890.93	\$22,890.93	\$0.00
8070	07/10/2020	Open			Accounts Payable	ICMA Retirement Trust	\$8,637.97	\$8,637.97	\$0.00
8071	07/10/2020	Open			Accounts Payable	Nationwide Retirement	\$3,678.26	\$3,678.26	\$0.00
8072	07/10/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
8208	07/24/2020	Open			Accounts Payable	California State Disbursement Unit	\$1,624.83	\$1,624.83	\$0.00
8209	07/24/2020	Open			Accounts Payable	EFTPS Electronic Federal Tax Payment System	\$71,765.53	\$71,765.53	\$0.00
8210	07/24/2020	Open			Accounts Payable	Employment Development Department	\$22,643.06	\$22,643.06	\$0.00
8211	07/24/2020	Open			Accounts Payable	ICMA Retirement Trust	\$8,409.77	\$8,409.77	\$0.00
8212	07/24/2020	Open			Accounts Payable	Nationwide Retirement	\$3,855.44	\$3,855.44	\$0.00
8213	07/24/2020	Open			Accounts Payable	Rebecca Minuth	\$527.52	\$527.52	\$0.00
Type EFT Totals:							\$219,905.34	\$219,905.34	\$0.00
913 - Chase - Payroll ZBA Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$219,905.34	\$219,905.34
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$219,905.34	\$219,905.34

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$219,905.34	\$219,905.34
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$219,905.34	\$219,905.34

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$219,905.34	\$219,905.34
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$219,905.34	\$219,905.34
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$219,905.34	\$219,905.34
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$219,905.34	\$219,905.34



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
September 15, 2020

MINUTES

Tuesday, July 7, 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

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with Legal Counsel, two cases of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey, Monterey County Board of Supervisors, County of Monterey Groundwaters Sustainability Agency, California Department of Water Resources (DWR), and Director Karla Nemeth in her official capacity; Monterey County Superior Court Case No. 19CV005270; (2) City of Marina v. RMC Lonestar, RMC Pacific Materials, LLC, California American Water Company; Marina Coast Water District and Monterey County Water Resources Agency real parties in interest; Monterey County Superior Court Case No. 20CV001387.

- b. Conference with Legal Counsel, anticipated litigation – initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – one potential case.”.
- c. Real Property Negotiations
 - i. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms
 - ii. 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

6:35 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie, Assistant City Attorney reported out closed session: Council met in closed session tonight starting at 5:00pm. Considered matters listed on the agenda under 3a and 3b. those matters were fully considered, and information was provided, direction received on both matters. Council commenced discussion under 3c, Real Property Negotiations and did not conclude the discussion on 3c(i); and we did not take up 3c(ii) and will be returning to closed session after the conclusion of the open session this evening.

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

5. **SPECIAL PRESENTATIONS:**

a **Proclamations**

- 1. **Gerold “Gary” Wilmot**
- 2. **Jeanne Nakagawa, Jefferson Award**
- 3. **Parks and Recreation Month**

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.*

- Amber Reed – Spoke about the possible Burger King/Starbucks Project. This is a proposed relocation for existing café at Starbucks. We opened that café in 2003 and been a member of the community for 17-years. We opened the second store in the new development at the Dunes in 2017 while looking for a new relocation site for the existing café and we identified a location

closer to Hwy 1, there was a developer working to purchase that and build a new building for us. In getting some feedback and the city upcoming downtown plan we sidelined that project and regrouped to find an existing drive-thru building so not to be adding a new drive-thru development in the community, which is when we started working roughly on this new Burger King conversion for us. When I cede over to Frank he can share with you and walk you through what our process has been so far with our submittals to Planning, our reviews with Planning, our modifications we've made to the existing site plan to improve for the city curbs, ingress and egress into the parcel so we can limit any potential queuing out toward the street or outside our own drive-thru; and also show the improvements to be made to the existing building and general common area of the parcel.

- Frank Coda – Burger King/Starbucks Project – provided brief project overview. The existing square footage of the building is 1,920 Sqft. It was originally approved in 1978 through a Use Permit and a variance for one parking space, originally as a Del Taco. We did the construction documents, submitted them into the city and then the issue of our use came up of whether it was change of use or not. We're happy to go through whatever we have to do but we did meet with staff in Planning and from a technical standpoint I think we accomplished increasing the que length, we restricted the driveway onto Reservation to a right-out. The Del Monte driveway if you've been to that Burger King its at a weird angle and we've straightened that out. From a technical standpoint I think we can address what I believe would work for the project. Then there is what I call the emotional issue of the use and the drive-thru in that location. We're here before the council, we know there's the vitalization plan for downtown and we just want to make as best we could as we move forward we didn't want to end up spending a lot of time, effort and money to find out that that a drive-thru is not going to be permitted in this location. I think that's why we are before you tonight rather than just filing with Planning what with what they have asked us to file for a new CUP. That is our overview and main question for the day.
- Doug Murphy – Burger King/Starbucks Project – Our existing store we're looking to move to the Burger King next door and improve the ability to serve our customers. We're just trying to get out in front of how the city want's us to approach this. Thank you
- Carissa Mann – Wanted to encourage us to continue looking at our Police Department policy and see where policy change can be made and compare policy to that of Colorado's SB2217 because it tackles huge issues like qualified immunity and the prevention of rehiring of bad officers. WE need to look more deeply at our de-escalation techniques here locally because use of a taser was mentioned as one of those techniques. I think it would be beneficial to keep at least one topic on the agenda regarding racial justice so that we don't lose steam on these issues. We need to continue discussing and hopefully create a citizen's review board that oversee all the departments in the city. we can assign a city council member or the city manager along with the police chief to research how to establish a program like Cahoots or Portland Street Response. We can start a pilot program with just one unit where the police are present but not actively involved. We could use the Cahoots Program, Oregon as an example, they have been operating as a mobile crisis intervention program in Eugene since 1989. They respond in teams of two with a medic and a trained crisis worker. We need an individual team to research whether there is a functioning program similar to these in Monterey County already that our city can work with to expand their services to include Marina; and if not we need to find out the exact cost to employ these individuals on a 24-hour service.
- Danielle Burchett – Thanked the Council and city leadership for their hard work on the community focused efforts related to social justice and equity in our values and the reinstallation of the Martin Luther King Jr.. Hopes the Recreation and Cultural Services Commission will work to recruit as well as compensate a diverse ad-hoc committee to ensure that re-installation will proceed with care and input from our community. Marina has opportunities to prioritize our commitment for the physical and psychological safety wellbeing of our citizens. In selecting a bias consultant, we

should be mindful of opportunities to work with people who understand our local community and we should work to ensure the scope of that work is valuable to Marina in order to set priorities for real change. The Eight Can't Wait campaign calls for immediate adoption of eight policies much of which will be mandated by SB230. I respectfully ask that the city council and the chief of police consider even thinking bigger in upcoming priorities. For example, is there room for improvement in the recruitment and psychological evaluation of police officers hired and retained locally? Are there comprehensive procedures and valid psychological tools being used according to the California POST Peace Officers Psychological Screening manual? How thoroughly do we examine why officers applying for positions may apply to previous positions? What's within our local power to decertify police officers with excessive force violations? What's within our power in regard to limited qualified immunity? What can be improved in terms of collection, review and reporting demographic data across police encounters to address the severity? What benefits might there be to establish a citizen's oversight committee? As discussed in councilmembers Berkley's recent presentation a variety of oversight models exist that can strengthen relationships between police and the public. I know we are much smaller than Denver but the change coming out of Denver is worth looking at. Thank you

- Mike Owen – Thanked the City Manager and city staff for their quick response to an email regarding the excavation on Beach Road for a water line. I also sent an email to Tom Moore, Chair of the Marina Coast Water District who encouraged his senior engineer Donald Wilcox to contact me this afternoon and we met on Beach Road with Margaret David who is also a Beach Road resident to go over the plans, which includes some significant very immediate deadlines. A week from now Monterey Peninsula Engineering will do hand potholing along the whole stretch of Beach Road, just about 10-feet or so from the trunks of the landmark trees along that whole line. That's to determine the extent of root system extending to their expected trench, which will be 6-feet down and during that potholing they will avoid root systems that are 2 inches or more but in that report which the arborist will be making on Wednesday, which he will be sending to MCWD to review at their meeting on the 20th and then also hopefully providing a copy to Marina staff which will be included in a packet for Marina City Council on Tuesday, the 21st of July all of this allows no time for public input, for questions. I can't ask the details of the arborists report like how many 2-inch roots are larger, did you actually find any along that stretch. Does that not compromise or put into question the stability of the root system of those eucalyptus, which is the most significant urban forestry canopy in Marina and has special protection as a landmark, which I think scheduling this for an encroachment permit to be granted by city council on Tuesday the 21st of July is just something that the council is not able to process all the information about whether this is going to compromise that line of landmark trees or not. I really hope if you issue an encroachment permit, that gives them no reason to seek a tree removal permit because of damage. It doesn't have to be removed but damage to the trees. So, I'm hoping that the council considers giving this some time for public input, for staff review that this landmark row of trees requires. Thank you
- Liesbeth Visscher – Marina's water is in jeopardy of being stolen by Cal-Am, a private for-profit company that delivers water to our neighbors on the peninsula. Citizen's for Just Water is a group of residents who are fighting to stop Cal-Am from building a desalinization plant on Marina's beach. The proposed slant wells will take most of the water not from the bay but from the aquifers below our city. This groundwater is the only water source for Marina and the Ord Communities. There is a good alternative, expansion of the Pure Water Monterey Recycled Water Project could provide enough water for the entire area for decades without causing harm to sensitive habitats like that of the Western Snowy Plover. On Thursday, September 17th the California Coastal Commission will have a special meeting to decide whether to approve Cal-Am's project or not. This date replaces the previously scheduled August meeting. We ask everyone to visit

www.citizens4justwater.org to get informed about the threat to our drinking water. Please click on sig-up for updates to be added to the email list and soon we will distribute window signs with the Snowy Plover with the words “Stop Cal-Am”. We ask everyone to print this 8 ½ x11 mini poster and display it in your windows, then take a photo of yourself and family in front of the poster and email it to us. The photos will be used to show the Coastal Commission that Marina’s residents are requesting to deny Cal-Am’s proposed slant wells. Please give a little time update the window sign with the new meeting date of September 17th before you download and print. Please remember to sign up for updates on www.citizens4justwater.org so that you can be contact by email when the new sign is ready. Thank you

- Brian McCarthy – Wanted to speak about the Parks proclamation we heard about earlier. Enjoyed listening to that proclamation, we have great parks here in Marina and greater ones coming but I wanted to remind council of something that happened one or two years ago when a resident who now happens to sit on the dais with you tonight brought in a huge mason jar full of cigarette butts from one of our small neighborhood parks. Marina is behind some of the other cities and in fact even the county in setting legislation that would prohibit smoking on our parks. Marina has been relatively silent on regulating smoking and vaping in some public settings such as parks and shopping areas. This is not to be confused with approving the voter’s desires to legalize cannabis use. It’s a very similar and parallel issue but have very different moving parts. Pacific Grove recently last year banned cigarette smoking in multi-unit housing complexes such as apartment complexes in order to protect non-smoking residents and children. They also banned flavored tobacco and e-cigarettes that were thought to target young people. Governor Gavin Newsome recently banned smoking on all state beaches including our Marina state beach; and state parks to protect not only the natural environment but also the health and safety of its visitor. So, as we think about how to make our parks truly top notch, how to ensure our residents are healthy and not unnecessarily exposed to the secondhand smoke that they do not want to be. I hope we will discuss enacting legislation soon and also that we will try to enforce and crafted legislation that may be enacted. Look forward to having that discussion soon.
- Nancy Amadeo – Impresses at the last meeting when the council voted unanimously to support going forward with MLK sculpture placement and refurbishing. It was an important decision and a right decision. There was an Article in the County Weekly on Thursday about what happened and that this project was moving forward. Appreciated the article and photo but offended by the other photograph where Mayor Delgado is shown sitting on the pedestal of where the sculpture of Martin Luther King Jr. sat. Thought it was inappropriate and disrespectful. It shows lack of understanding of what respect for Dr. Martin Luther King really means. He was a great and inspirational leader. When he was assassinated a lot of people cried, it was devastating. To see someone, sit on a pedestal that was put there to honor that great man offended me I can’t tell you how badly I felt and angry I was. Mr. Mayor I hope it was suggested but when you’re offered that kind of opportunity, I would highly suggest you say no. You’re not Dr. King and you don’t the right to sit on “the” pedestal. That is given to someone who has passed, when they’re great deeds have shown over decades to have been exceptional. Respect is demanded and unfortunately in this instance you failed. Hopes that Mayor Delgado would send something into the Weekly that says I did not know that there could be that king of reaction. I’m hoping that wasn’t what you intended and that you would use better judgement in the future. Thank you
- Alex Vasquez – Grateful and thankful to our whole community, everyone who volunteers to make it a better place and better out city. Reminded everyone that he filmed the Wind Festival, the Easter Egg Hunts, Labor Day Parades, First Nights, all the Skate Park Events, the 50th Anniversary of the American Legion, filmed the pedestrian overpass take-down, and the Color Run. I filmed them all and I submitted a Filming Proposal to the Council to consider hiring me and my business Digital Diaries to continue to capture the great things that go on in our city. The food distributions

with the Emerson. How many people really know about that? The peaceful protests, do we have video of that. Other things such as interviews with the Chief of Police and the BLM movement; how we're moving forward for safety and confidence in our city. Updates on the developments in our city, actual visual updates and those kinds of things. I'm hoping that the city council will look at my proposal and consider hiring me? Yes, having volunteers do things is great and I would even work with that volunteer group who would be out shooting things and I would help direct them and edit but I would oversee that. We also have this great media called Marina Channel 25 that is really being underutilized and mismanaged. Since I know about that I can consult to how to best utilize that media. Thank you for the time and I hope you will consider this.

- Denise Turley – I saw the article in the Weekly and they incorrectly list Frank O'Connell as Mayor Pro-Tem and I found the article a little suspicious in the fact that they hadn't done their due diligence to actually check to see that that was correct; fireworks were worse this year than previous years. The animals hate it; and the disabled and seniors are also terrified for it especially for the one I was staying with on the 4th of July who is bedbound paralyzed could smell the smoke and hear the banging and realize that if her building caught fire the fire department would be able to get there soon enough to rescue her. There could be an alternative venue such as a lightshow or something else that could be substituted instead of the fireworks. Fireworks are not worth terrifying some of our most vulnerable citizens.
- Paula Pelot – Thanked Denise for her comments on the fireworks. Also thanked Carissa Mann and Danielle Burchett and hope they continue to attend the series of meetings we're holding. At the national level we've been witnessing gross instability that his key to narcissistic political strategies, a strategy that places politics above the health of the community. It does that by galvanizing the negatively emotionally charged position of the concept of "otherism", that there's us and there's them. It goads people of how bad and threatening the other side is. So, the time we should be unifying for the common interest; common values and common good is as Dr. King exemplified to us. Too often Council members are mislabeled, mischaracterized and demonized for political purposes. Our community should be more responsible and concerned with the truth and less concerned with political maneuvers. Commented on the photo in the Weekly and taken aback as well. Supported Bruce in his first election here and all the way through your bid for mayor and continued to support you for several successive things but when I saw that picture with the small inset of the MLK sculpture and this gigantic picture of you sitting and putting yourself atop a pedestal I have to say that is insensitive at best, narcissistic at worst and seen exploited in the memory of Dr. King. Not here to demonize you or mischaracterize you but I just ask that you please be mindful and more sensitive in these kinds of things going forward. Thank you.
- Margaret Davis – Last week there was an outrageous attack on Council Member Gail Morton because she advocated that the council should give careful thought and creative consideration to the restoration of the MLK statue instead of rushing forward without a plan. For those who haven't been following this the council was voting on spending \$10,000 to bring the MLK statue out of mothballs and erect it somewhere in the city. Council Member Morton wholeheartedly agreed that the statue should be restored to a place of honor bearing in mind that the city was facing tough budget realities. She suggested that the public be offered a chance to step up and contribute through private donations. In fact, by the next council meeting \$20,000 had been raised much of it by Paula Pelot's group. At the Council meeting the subsequent week Morton made the motion that the project go forward and praise the public for getting involved. Nevertheless, in public comment she was blasted by some individual as a racist and a horrible person. I want to make four points, up until 2 weeks ago Council Member Morton didn't know the statue existed but Mayor Delgado has known the 12-years he's been Mayor and did nothing about it in all those years. Should we call the Mayor a racist? Second, let's not be so eager to cancel people we don't even know. It so happens that Council Member Morton served as a board member of the Martin Luther King Jr. Foundation

in Santa Clara County for 10-years. She was the main organizer of the Annual Freedom Train that ran from San Jose to Downtown San Francisco on the holiday. Third, let's not forget that Dr. King was an ordained Baptist Minister who preached the gospel of Jesus Christ. Again, and again he talked about the power of love. You may know this quote "Darkness cannot drive out darkness, only light can do that. Hate cannot drive out hate only love can do that. I have decided to stick with love. Hate is too great a burden to bear". Finally, as we honor Dr. King, I call upon the mayor to lead the way and challenge all residents of the city to acknowledge what is good in others. To show tolerance and understanding to our neighbors and to take to heart the deep spirited message that the Rev. Dr. Martin Luther King Jr. expressed. Thank you

- Greg Furey – Shout out to Brian McMinn, Chief Nieto and Council Member O'Connell for bringing a real traffic concern issue for the neighborhood that surrounds Bayer Street and Reservation Road. A lot of people had stopped using the turn onto Reservation Road because of the obstructive vision looking westward towards Reservation. I think I calculated you have 1.2 seconds to make a safe turn or decide to make a safe turn during rush hour because from Lynscott from about 3:30 to 6:00pm traffic very often speeds up to 60mph by the time it hit Bayer because people are rushing to get home as they see the end of buildings. This started in January, went to the Traffic Committee and eventually the curb got painted red and it eliminated a lot of unsafe parking that has once again allowed people to use Reservation Road coming out of Bayer when they want to go down into town. So, I want to thank the people involved. Also, wanted to encourage our city to try and collaborate with the other cities on the peninsula to put out a public firework show. I know there had been firework shows in the past that were cancelled for budgetary reasons and this may be the absolute wrong time to even seek something like that; maybe by private donations but I'm amazed as a former fire service professional that there were not wildfires that were started especially in the area of Preston Park and in those brushy areas on Fort Ord. It was the most impressive display of illegal fireworks I've seen since I've lived here. I'm not sure what the best way to dilute that enthusiasm is but I think that a good public display would go along way towards maybe collaborating people's interests. On the other hand, it's a growth profit opportunity if communities seek to fine people because it was a target rich environment this year. I'm sure everyone's followed the debate on Next Door.
- Chief Nieto – Last Thursday night around 9:00pm the Marina PD received a report from an anonymous reporting party stating that there was an intoxicated black male adult in his early twenty's curly hair in a white sedan etc.... that kept honking and yelling at an unknown person. The reporting party said they left but stated there was a passenger in the vehicle and someone overheard something about a knife, but they wouldn't elaborate. They added that the subject had earlier fallen into the bushes before getting into the car and kept saying that "I'm so drunk". The anonymous reporting party said they also saw him drink a beer in public. This supposedly was occurring at the Dune Shopping Center near Blaze Pizza on Stillwell Drive. Upon my officer's arrival they did locate a vehicle matching the description at the location described by the caller. Contact was made with the vehicle and immediately a female adult jumped out of the car and a conversation started "why are you harassing me". The contact ended fairly quickly since it was determined that this person wasn't involved. There were multiple people who came out of the businesses and started videotaping the officers with the cellular phones including some people hiding in the bushes videotaping the officers. This may be coincidental, but the officers and I believe this was an attempt to bait them into some type of negative contact. The officers never did locate a victim as described by the anonymous caller. A few minutes later my officers observed the same group of people in vehicles in a nearby parking lot all together. These were the same people that had been challenging the police and videotaping the incident earlier. We believe that most of the group actually were not from the community, north peninsula based on the vehicle registrations. We as a department understand that we are a focal point for the BLM movements.

Ours is a public profession. Our duties occur in a societal arena allowing us very little privacy if not no privacy. We are often surrounded by cameras and amateur reporters who broadcast every action and their opinion of it to a worldwide audience. For our community, law enforcement can be fascinating and contentious. It involves drama, injury, tragedy and excitement for some that society finds captivating. It's pretty obvious that the incident I described was an attempt at what is known as cop baiting. An attempt to attack the credibility of the Marina Police Department. Personal credibility is essential for law enforcement. Through social media people can easily attack a police officer's character. If an officer's integrity is compromised courtroom testimony and investigations are at risk for our community. Law enforcement officers can find their honor under serious attack online at any given time. Even erroneous information can reach a significant audience to include potential jurors possibly causing irreputable damage to officers' reputations. Regardless of the level of truth negative comments create lasting impressions. Empowered by social media to include Facebook, Next Door, Instagram, U-tube and other popular sites cop baiting presents a crisis for law enforcement. Questionable videos as police officers can be financially rewarding to law factors who file claims or lawsuits. For some individuals a citation or jail time is worthwhile if there is cash payoff result. The practice of cop baiting leads to officers not knowing whether they are facing a situation that is legitimate, staged or exaggerated for someone else's benefit. I don't care how professional or hard working our officers are no one is safer when this is occurring in our community. My officer and I support internet activism. We support eh First Amendment Right to protest peacefully. What we don't support is calling in false reports to the police. Again, we support the right peacefully protest. We work for you, the Marina community. I hope our city leaders and the community choose to place greater enfances on police/community partnerships and the core production of safety. My hope is that the community continues to advocate for a better police department by focusing on engaging the community in crime prevention, planning with active community involvement. Also, working on improving police training, promoting our youth development and connecting resident to the resources and building personal relationships between police officers and residents. Thank you for listening to me this evening.

- Council Member Berkley – Spoke about the Saturday Black Lives Matter movement and thanked our police department for supporting the Black Lives Matter movement; Spoke about the Police Citizen Oversight Committee in Marina and Issues of Racism in Building Trust in Communities of Color workshops, which is hosted by the Marina Democratic Club. These series of meeting are open to the public. These are human issues, not political. For more information contact: laberkley@gmail.com; Spoke about Compassionate Marina event moved from July 1st to July 18th at 4:00pm and if you're interested in attending please send an email to: CompassionateMarina@gmail.com
- Mayor Delgado – Thanked the Oak Woodland Restoration Project Volunteers for helping with the planting; announced that on July 11th @ 10:00am will be the Walmart Dirt Lot Clean Up; On all Mondays at 6:30pm are Town Hall Meetings

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 95285-95427, totaling \$505,494.58
Accounts Payable Successor Agency EFT/Check Number 49, totaling \$243.57
Wire transfers from Checking and Payroll for May 2020, totaling \$799,967.15

b. MINUTES:

- (1) June 2, 2020, Regular City Council Meeting
- (2) June 9, 2020, Special City Council Meeting
- (3) June 10, 2020, Special City Council Meeting
- (4) June 23, 2020, Special 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-, authorizing the destruction of payroll records according to the City's Records Retention Policy covering the calendar years of 1985 to 2011. **Pulled from agenda by staff**~~
- (2) City Council consider adopting **Resolution No. 2020-86**, endorsing U.S. Bicycle Route 95 through the City of Marina.
- (3) City Council and Board consider adopting **Resolution No. 2020-87**, and **Resolution No. 2020-02 (PPSC-NPC)**, approving the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2020-21, and; authorizing Finance Director to make appropriate accounting and budgetary entries.
- (4) City Council and Board consider adopting **Resolution No. 2020-88**, and **Resolution No. 2020-02 (NPC)**, approving the approving the Abrams B Housing Area Budget for FY 2020-2021, and; authorizing Finance Director to make appropriate accounting and budgetary entries,

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, authorizing the City Manager to sign a lease extension with American Tower to extend the current tower lease by Six (6) 5-year lease extensions with no changes in lease terms except that after the current lease expires in 2030, the cell tower company will relocate the cell tower at their expense and the cell tower company will pay the City a \$5,000 signing bonus.

- (2) City Council consider adopting **Resolution No. 2020-89**, approving a Conditional Airport Use Permit with Toyota Research Institute, Inc. for use of the unleased portion of the south tarmac at the Marina Municipal Airport for autonomous vehicle testing; and authorizing City Manager and Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- (1) City Council consider adopting **Resolution No. 2020-90**, accepting the 8th Street and 2nd Avenue Barracks Demolition Project and; authorizing filing of Notice of Completion with Monterey County Recorder's Office.

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Denise Turley – 8f(3) and 8f(4) – We would like to continue committee meetings so that we don't back up on some of our issues.

Paula Pelot – agrees with previous speaker, but it's not only just the tenants. It's also the City Manager, Assistant City Manager, Alliance representatives and if necessary other staff people. They're very extensive meetings and it's my expectation that we will be continuing those I believe Assistant City Manager Mogensen is setting up some dates right now for use to follow up. We've got a lot of issues to discuss.

Council Member Urrutia requested to pull agenda item 8g(1) for questions.

Mayor Pro-Tem Morton requested to pull agenda item 8g(1) as well for questions

DELGADO/URRUTIA: TO APPROVE THE CONSENT AGENDA MINUS 8g(1). 5-0-0-0
Motion Passes by Roll Call Vote

8g(1)

Council Member Urrutia – Is there an opportunity speak with the cell tower companies about putting cell towers at the far end of the city so that we don't lose cell phone reception while driving along Highway One through the Fort Ord area or so that we can have better cell phone reception in the Dunes? Would like to hear from the City Manager or whomever negotiates these leases could comment on whether or not they see an opportunity the next time one of these cell phone tower companies comes back asking for a lease extension or a contract to have the incentive that we ask to receive from them for extending their lease they improve cellphone reception in the Fort Ord area?

Mayor Pro-Tem Morton – 2018 Offer Option #1 was for a 40-year extension of the lease there was going to be a signing bonus of \$50,000. The current offer is six 5-year extensions and the offer is \$5,000. Why would we do this? If we do nothing, they're committed to payment on this lease for 10-years, through 2030, correct?

Council Member O'Connell – One of the big questions is the NPS, and now you're telling us it is nonconforming, so it does not grandfather in and now looking at a situation that we're possibly giving a very long lease. Don't we have to somehow get approval from NPS or at least get some kind of letter

from them knowing that they are aware of this extension? Have we notified the NPS of this agenda item that on tonight?

MORTON/DELGADO: THAT WE HAVE STAFF LOOK INTO THIS FURTHER AS TO OPTIMIZING THE REVENUE FROM THE USE OF THE CELL TOWER AND WHAT IS THE SHORTEST DURATION OF LEASE TERMS; AND TO RUN IT BY THE NATIONAL PARKS SERVICES; AND TO LOOK AT EFFECTIVE COVERAGE FOR THE FOOTPRINT OF THE FORMER FORT ORD AND THE CITY OF MARINA. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Paula Pelot – This has been an issue out here for as long as I’ve lived here. For the longest time the issue was coming down what it now Imjin and Marina Heights Drive the cellphone coverage would just flat out go out; and that related to some equipment out at the airport that was taken down and our cell phone coverage was restored. The Highway one corridor just so you know the military has some type of research and operations that occur that impacts the cell phone reception. So, you can put a lot of other cell phone towers out there but that’s not going to fix that problem. The people you need to be speaking with are the DoD and possible Homeland Security and find out what is the get around for that if there is one. That need to be looked at in tandem with any exploration of additional cell phone towers. Thank you
- Brian McCarthy – Supports motion. If you’re even vaguely familiar with the industry, you’ll know that all carriers have end to end coverage maps to provide complete coverage. One thing I can assure you that they’re not going to do, any provider is allow for a complete coverage void area. They want more than anything to have that complete end to end coverage. Not only because they want to serve the residents of Marina, but they want to serve the hundreds of thousands of people who drive through our city annually. So, I hope that this motion passes and the sits down with not only the tower salespeople but also the geeks if you will, who are the tower engineers who really truly understand this stuff. I heard no discussion about 5G micro cell tower sites. This is truly a game changing technology that is coming and is coming quickly. It may and most likely replace the traditional cell towers we’re talking about al; together. These are small micro cell towers sites that will likely be on every street on things like utility poles. They will be much more numerous and provide much more coverage. Again, the technology is going to change everything. Thinks the council really needs to understand this technology in order to make decisions on a lease for 30-40 years.
- Greg Furey – Supports the motion that was made and wanted to add onto Paula Pelot’s comments. When I first moved here back 98 I often had to respond to emergency calls down the One corridor and I would say that I made no fewer than 20 phone calls to Verizon, AT&T for the blackout spot that occurs on Highway One by Light Fighter Drive. Each time it kind of gets to be bemusing because each time I would call the person on the end of the line would say “really, that’s the first time we’re heard about this”. I don’t know if that was just bad communications or that was a parting line but whoever is involved with that and in fact if it is the military whatever technologies are being used I hope that that flaw or fly in the ointment will get resolved at some point. I continue to have disconnects’ every time I go through that area when I’m on the phone and I don’t think it matters what carrier it is so; I wish you luck and thank you.
- Don Hofer – MCP would be willing to help out in the discussion. One of the things to consider is that American Tower is a cell tower developer and they sell space on their towers to the various cell providers. Location is very important to them. When they go to cell phone providers like AT&T and Verizon the virtues of their site lead themselves to the marketability of that site to these providers. The blackout spot we’ve talked about on Highway One is an important consideration.

We know because we've gone out and looked at the issue quite extensively and we know that the cell phone providers are aware of that issue and would like to fix it. I think one of the issues with the site you're considering tonight is that it doesn't provide a full solution for the blackout on Highway One. So, in terms of value to the cell providers it's a little bit compromised and they're not willing to necessarily fully invest in putting facilities on that tower. We've looked at putting a tower within the Dunes or somewhere within the Dunes specific plan, it's always sorts of this combination of when you draw a circle around the tower how much of the market area you capture. The highway One corridor is an important of that and so they are very interested in a tower closer to the freeway in our discussion that we've had. The other important considerations are of course are things like proximity to infrastructure for that tower and that's always been a bit of a challenge within the former Fort Ord because of the quality of infrastructure the Army left us all with. We support a delay if you would like us to work with staff in more detail, we'd love to do that. One other thing to consider is height limitations. As we get closer to the freeway there are some height limitations, some of that is zoning codes that the city controls and so that could be an additional consideration to pay relative to this issue that might provide a longer term solution that would help all these issues. So, to agree that Doug or myself could be of assistance to Fred or staff just let us know and we would be more than happy to participate in the conversation.

9. PUBLIC HEARINGS: None

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, Preston Park Sustainable Community Non-Profit Corporation Board and Abrams B Non-Profit Corporation Board to receive information on Greystar Real Estate Partners acquisition of Alliance Residential Company.

Council Questions: When does the current contract with management expire? Will this come before council well in advance for review prior to the current management agreement expires? When will you stop accepting payment to Alliance and require that they be made payable to the new company?

Public Comments:

- Denise Turley – How are we going to let residents know ahead of time what's going on since we stopped passing emails through the system, partly because of policy and partly because their office does not have everyone's email?
- b. City Council consider adopting **Resolution No. 2020-91**, receiving the resident satisfaction survey report for 2020.

Council Questions: Is there a legal reason why we didn't ask folks under 18 to get the youths perspective?

URRUTIA/BERKLEY: TO ADOPT RESOLUTION NO. 2020-91, RECEIVING THE RESIDENT SATISFACTION SURVEY REPORT FOR 2020. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments: None received

- c. Council discussion on California Schools and Community's First Initiative [Urrutia]

Council Member Urrutia:

Council Questions:

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

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

Mayor Delgado – the Mayor Association meeting is coming up this Friday

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

- c. Proclamation of Local Emergency Update

13. **ADJOURNMENT:** The meeting adjourned at 9:45 PM to continue closed session

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
September 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
AUTHORIZING STAFF TO PROCEED WITH THE PUBLIC BIDDING
PROCESS FOR THE BUILDING 510 NEW ROOF PROJECT AT THE
MARINA MUNICIPAL AIRPORT AND ACCEPTING THE PLANS AND
SPECIFICATIONS**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, authorizing staff to proceed with the public bidding process for the Building 510 new roof project at the Marina Municipal Airport; and
2. Accepting the Plans and Specifications.

BACKGROUND:

At the regular meeting of July 2, 2019, the City Council adopted Resolution No. 2019-64, adopting the Fiscal Year 2019-20 and 2020-21 budgets. The Building 510 New Roof Project #2102 was listed as a funded, active project in the Airport Capital Projects Fund 460 (“**EXHIBIT A**”).

Building 510, located at 3240 Imjin Rd. has an existing built-up roof (Tar and Gravel) of approximately 19,000 square feet and is the last of the five large hangar buildings to be re-roofed.

The acquisition of a former military airfield such as the Marina Municipal Airport challenges the City since the facility comes with outdated structures and infrastructure. The Marina Municipal Airport faces these challenges with the need to catch up in facilities maintenance.

ANALYSIS:

Building 510 has not been re-roofed since the City acquired the airport. The existing roof is deteriorated and leaking. The new roof will provide weather protection thus, slowing and or stopping rust build up and building deterioration. The new roof will also improve the appearance and extend the life of the building.

On June 15, 2020, a service order was issued to Wallace Group through the City On-Call Civil Engineering Services to evaluate the most cost-effective process to re-roof B510 and for the preparation of plans, specifications, and estimates.

The existing roof was evaluated, and the City approved the recommendation to keep the existing roof in place, remove loose gravel, and overlay the existing roof with a single ply roofing membrane assembly. The new roofing assembly includes installation of new 36 mil fleece back membrane with adhesive over ¼” thick plywood or primed dens deck over a 1” insulation foam. The recommended new membrane is FiberTite or an approved equal product. This product was chosen due to its durability good track record and the 20 year No Dollar Limit Warranty.

FISCAL IMPACT:

Should the City Council approve this request, there is no fiscal impact to calling for bids.

Should a responsive low bid from a responsible contractor result in an award of contract, there is existing funding of \$105,000 for completion of the project in the FY 2020-21 Adopted Budget, Airport Capital Projects Fund 460, Building 510 New Roof Project #2102.

California Environmental Quality Act (CEQA)

The City of Marina Planning Division determined that this action, approving advertising and call for bids for the Airport Building 510 New Roof is maintenance of existing infrastructure and 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.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Jeff Crechriou
Airport Services Manager
City of Marina

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
AUTHORIZING STAFF TO PROCEED WITH THE PUBLIC BIDDING PROCESS
FOR THE BUILDING 510 NEW ROOF PROJECT AT THE MARINA MUNICIPAL
AIRPORT AND ACCEPTING THE PLANS AND SPECIFICATIONS

WHEREAS, at the regular meeting of July 2, 2019, the City Council adopted Resolution No. 2019-64, adopting the Fiscal Year 2019-20 and 2020-21 budgets. The Building 510 New Roof Project #2102 was listed as a funded, active project in the Airport Capital Projects Fund 460; and

WHEREAS, building 510, located at 3240 Imjin Rd. has an existing built-up roof (Tar and Gravel) of approximately 19,000 square feet; and

WHEREAS, building 510 has not been re-roofed since the City acquired the airport. The existing roof is deteriorated and leaking. The new roof will provide weather protection thus, slowing and or stopping rust build up and building deterioration. The new roof will also improve the appearance and extend the life of the building; and

WHEREAS, on June 15, 2020, a service order was issued to Wallace Group through the City On Call Civil Engineering Services to evaluate the most cost effective process to re-roof B510 and for the preparation the preparation of plans, specifications and estimates; and

WHEREAS, the existing roof was evaluated, and the City approved the recommendation to keep the existing roof in place, remove loose gravel, and overlay the existing roof with a single ply roofing membrane assembly. The new roofing assembly includes installation of new 36 mil fleece back membrane with adhesive over ¼” thick plywood or primed dens deck over a 1” insulation foam. The recommended new membrane is FiberTite or an approved equal product. This product was chosen due to its durability good track record and the 20 year No Dollar Limit Warranty; and

WHEREAS, the project is ready for advertisement and there is existing funding of \$105,000 for completion of the project in the FY 2020-21 Adopted Budget, Airport Capital Projects Fund 460, Building 510 New Roof Project #2102; and

WHEREAS, the City of Marina Planning Division determined that this action, approving advertising and call for bids for the Airport Building 510 New Roof is maintenance of existing infrastructure and 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.

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

1. Authorize staff to proceed with the public bidding process for the Building 510 new roof project at the Marina Municipal Airport; and
2. Accept the Plans and Specifications.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, at a regular meeting duly held on the 15th day of September 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

Airport Building 510 New Roof

EXHIBIT A

Funding and Expenditure Request

Project Number 2102
Project Scope Re-roofing of building 510 to preserve the building.
Project Justification The Airport Building 510 located at 3240 Imjin Rd. the original tar and gravel roof and needs replacement.

Project Funding Detail

Funding Sources	Prior Years Actuals	Proposed						Total
		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Out Years	
Airport Enterprise Fund			105,000					105,000
								-
								-
Total Funding Sources	-	-	105,000	-	-	-		105,000

Project Expenditure Detail

Expenditures	Prior Years Expenditures	Estimated						Total
		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Out Years	
Preliminary Study								-
Design								
Professional Services			5,000					5,000
Construction			100,000					100,000
Total Expenditures	-	-	105,000	-	-	-		105,000

Note: Out year expenditures are estimates and subject to change

Balance Forward -



August 31, 2020

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 15, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING SUBMITTAL OF AN APPLICATION FOR PER-CAPITA
GRANT FUNDS FROM CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION FOR GLORYA JEAN-TATE PARK PUMP TRACK AND
RESTROOM IMPROVEMENTS AND DELEGATING THE AUTHORITY
TO THE CITY MANAGER, OR HIS DESIGNEE, TO CONDUCT ALL
NEGOTIATIONS, TO SIGN AND SUBMIT ALL DOCUMENTS,
INCLUDING, BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS,
AMENDMENTS, AND PAYMENT REQUESTS, WHICH MAY BE
NECESSARY FOR THE COMPLETION OF THE GRANT.**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2020-, approving submittal of an application for per-capita grant funds from California Department of Parks and Recreation for the Glorya Jean-Tate Park Pump Track and Restroom Improvements and delegating the authority to the City Manager, or designee, to conduct all negotiations, to sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant.

BACKGROUND:

The California Department of Parks and Recreation is providing grant funding for parks upgrades. This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Potential grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. Eligible projects include capital outlay for recreational purposes, either acquisition or development.

ANALYSIS:

Several parks have been planned for development within the City of Marina. On June 21, 2005 City Council passes Resolution 2005-159 Adopting a Negative Declaration and Parks and Recreation Facilities Master Plan. On May 17, 2005 City Council passed Resolution 2005-130 adopting the University Village Specific Plan. These documents provided the basis for staff to perform preliminary park planning for the park at Sea Haven, the park at the Dunes, Glorya Jean-Tate Park, and the Equestrian Center.

Public input has been received for parks outlined above. An open house on parks design was held on November 13th, 2018. At the open house, community members viewed plan sheets that showed the four existing parks and bubble diagrams containing elements identified in master plans. The participants also had a pallet of park amenities to select from for possible inclusion. Staff and the consultant team received input from 44 participants. A lists of park program and facility elements were compiled into a report that was reviewed by staff as the basis for the selection of elements incorporated into draft conceptual parks plans. Staff shared the draft concepts with stakeholder representatives for the Fort Ord Trail and Greenway.

The four parks concept plans were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, made recommendations for changes. The recommendations were incorporated into the conceptual plans.

At a special meeting on April 9, 2019, the City Council received a presentation on the park conceptual plans which included a pump track and restroom improvements at Glorya Jean-Tate Park and provided direction to staff for further refinements to the conceptual plans.

At the June 18, 2019 meeting, the City Council approved the 2019-20 & 2020-21 Capital Improvement Program (CIP) budget. Construction of a pump track and improvements to the restrooms at Glorya Jean-Tate Park is included in the approved CIP for FY 2019-20 through FY 2020-21.

The conceptual plan for the park “**EXHIBIT A**” has advanced sufficiently that pump track and restroom improvements could be implemented as funding becomes available. A bicycle pump track at the park would meet one of the immediate needs of the community and accessible restrooms are needed to accommodate park users. The proposed per-capita grant funding could help implement the planned pump track and accessibility upgrades to the park and restrooms.

California Environmental Quality Act (CEQA)

The City of Marina determined the pump track and restroom project is exempt from the California Environmental Quality Act (CEQA) Guidelines per Article 19, Section 15304 (b), Class 4 because the project is consisting of minor alterations to land.

Approval of a grant application is not a project under CEQA

FISCAL IMPACT:

The design and construction of the pump track and restroom improvements was budgeted for in the Capital Improvement Program (Project QLP 2006). Grant funding was anticipated to complete project funding for the pump track when it was first added to the Capital Improvement Program. Receipt of the grant funding will add \$177,952 bringing the projects funding total to \$477,952.

Matching funds are required for projects not serving a “severely disadvantaged community” according to the Office of Grants and Local Services (OGALS) on-line calculator (see <https://www.parksforcalifornia.org/percapita>) require a 20% match of total project funds (this translates to 25% match of grant funds). Eligible match sources include federal funds, local funds, private funds, in-house employee services, and volunteer labor. Since \$42,500 (i.e. 25% of \$177,952) is required to cover the match requirement, the proposed appropriation of \$50,000 from Parks Impact Fees to this project would be sufficient to cover this grant requirement.

CONCLUSION:

This request is submitted for City Council consideration and approval.

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-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING SUBMITTAL OF AN APPLICATION FOR PER-CAPITA GRANT FUNDS FROM CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR GLORYA JEAN-TATE PARK PUMP TRACK AND RESTROOM IMPROVEMENTS AND DELEGATING THE AUTHORITY TO THE CITY MANAGER, OR HIS DESIGNEE, TO CONDUCT ALL NEGOTIATIONS, TO SIGN AND SUBMIT ALL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, AMENDMENTS, AND PAYMENT REQUESTS, WHICH MAY BE NECESSARY FOR THE COMPLETION OF THE GRANT.

WHEREAS, On June 21, 2005 City Council passes Resolution 2005-159 Adopting a Negative Declaration and Parks and Recreation Facilities Master Plan; and

WHEREAS, on May 17, 2005 City Council passed Resolution 2005-130 adopting the University Village Specific Plan; and

WHEREAS, an open house on parks design was held on November 13th, 2018. At the open house, community members viewed plan sheets that showed the four existing parks containing elements identified in master plans. The City received input from 44 participants; and

WHEREAS, the parks concept plans were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, made recommendations for changes; and

WHEREAS, at a special meeting on April 9, 2019, the City Council received a presentation on the park conceptual plans which included a pump track and restroom improvements at Glorya Jean-Tate Park and provided direction to staff for further refinements to the conceptual plans; and

WHEREAS, at the June 18, 2019 meeting, the City Council approved the 2019-20 & 2020-21 Capital Improvement Program (CIP) budget. Construction of a pump track and improvements to the restrooms at Glorya Jean-Tate Park is included in the approved CIP for FY 2019-20 through FY 2020-21; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete a project.

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

1. Approves the filing of project application for Per Capita program grant project at Glorya Jean-Tate Park; and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project; and

3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the proposed project will be consistent with the park and recreation element of the City of Marina's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Marina will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of September 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

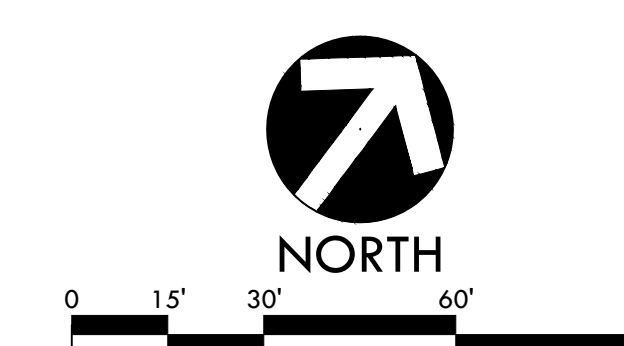
Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



- ① ENTRY PLAZA/ GATEWAY & SIGNAGE WALL
- ② OVERLOOK AREA & SCULPTURE
- ③ JOGGING PERIMETER LOOP WITH EXERCISE STATIONS DISPERSED
- ④ DOG PARK
- ⑤ LAWN
- ⑥ BASKETBALL - (2) HALF COURTS
- ⑦ PICKLE BALL
- ⑧ PLAYGROUND
- ⑨ CONCRETE SEATING
- ⑩ PUMP TRACKS
- ⑪ BIKE PARK ENTRY WITH BIKE RACKS & REPAIR STATIONS
- ⑫ PUMP TRACK ENTRY
- ⑬ CORNHOLE/ HORSESHOE
- ⑭ EXISTING SCOUT HOUSE WITH RENOVATED/ EXPANDED RESTROOMS
- ⑮ PARKING LOT - (41) STALLS
- ⑯ PLANTING AREA
- ⑰ PICNIC/ BBQ AREA WITH SHADE



CONCCEPTUAL PLAN - PREFERRED CONCEPT

Glorya Jean-Tate Park
City of Marina
Marina, CA



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda, Ste. 200
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.verdedesigninc.com

September 10, 2020

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of, September 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING AN AGREEMENT FOR PROFESSIONAL PLANNING SERVICES
AND TO AUTHORIZE THE CITY MANAGER TO ACCEPT THE PROPOSAL
AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF OF THE
CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving an Agreement for Professional Planning Services and to Authorize the City Manager to accept the Proposal and execute the Project Authorization on behalf of the City, subject to final review and approval by City Attorney

BACKGROUND:

The City of Marina Planning Department is responsible for implementing the policies of the City's General Plan and Local Coastal Program, including the Local Coastal Land Use Plan; maintaining and administering the City's Zoning Ordinance (Title 17 of the Municipal Code), including land use and development regulations, and design guidelines and standards; and implementing adopted specific plans. The Planning Department is also responsible for processing land use plans and development permits in accordance with the provisions of state law and the City's Zoning Ordinance. Planning staff supports the functions of the Planning Commission, the Design Review Board and the Tree Committee, which entails such tasks as preparing agendas, public notices, staff reports, environmental assessments, and findings and resolutions approving or denying entitlements requested for development. Currently, supported one Assistant Planner and one Administrative Assistant support the efforts of the Planning Services Manager.

ANALYSIS:

Recent increases in the Department's workload combined with prior obligations and the terms of development agreements have impacted the ability of planning staff to perform their tasks. In order to meet their obligations and ensure the delivery of high-quality planning services, the City seeks professional planning services to supplement its in-house Planning Department staff. Regional Government Services (RGS) is prepared to support those efforts by providing senior level advisors.

To assist the Planning Division staff with processing the Dunes Phase II and Phase III, RGS has provided the proposal that is contained in "EXHIBIT A" to the Agreement for Professional Services.

SCOPE OF SERVICES

RGS will make available the professional planning services of its senior level staff to assist the Planning Department with the review and processing of some of the more complex current planning projects. The Contract Planning Advisor(s) assigned to this task will provide as-needed contract planning services as determined by of the Planning Director or the Director's designee. Such services include, but are not limited to:

- Reviewing discretionary planning permit applications for completeness;
- Preparing initial project summaries for routing to City departments and other reviewing agencies for comment;
- Analyzing projects for compliance with the City's General Plan, zoning ordinance, Local Coastal Plan, Subdivision Map Act, Design Guidelines, specific plans, and other policies;
- Reviewing projects and providing comments within timelines specified by the Permit Streamlining Act and the City (or shorter timelines as may be required for certain projects);
- Preparing Initial Studies and CEQA documents and/or working with City selected CEQA consultants in the preparation of more complex Mitigated Negative Declarations and Environmental Impact Reports;
- Writing project reports, detailed findings intended to withstand project appeals, conditions of approval, draft resolutions and ordinances, and delivering oral presentations to the City Council and appropriate boards, commissions and committees;
- Attending and participating in meetings and public hearings conducted by the Planning Commission and/or City Council;
- Conducting site visits and background research pertaining to projects;
- Consulting with City staff and/or project applicants by phone or email or other electronic means as necessary;
- Interacting with Coastal Commission staff to coordinate project review;
- Processing the development and redevelopment applications proposed on environmentally sensitive sites, former industrial sites, and hotel projects as applicable;
- Processing annexation requests; and
- Reviewing building permit applications for entitlement projects processed by consultant.

RGS has a proven track record of partnering with local government agencies to successfully implement effective administrative systems and practices. The team of experienced Planning Advisors has been producing creative, dynamic and customized solutions for eighteen years. RGS is valued for delivering flexible, high quality services in a cost-effective manner

Hourly rates depend on the level of staff providing the services, however, the primary senior level advisor bills at \$150 per hour. Costs for the services will be 100% recovered from the developer of the project through the reimbursement agreement already established between the City and Marina Community Partners.

FISCAL IMPACT:

Hourly rates depend on the level of staff providing the services, however, the primary senior level advisor bills at \$150 per hour. Costs for the services will be 100% recovered from the developer of the project through the reimbursement agreement already established between the City and Marina Community Partners. The cost recovery will include the City's overhead costs as well.

CONCLUSION:

This request is submitted for City Council consideration and direction to staff.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020- , APPROVING AN AGREEMENT FOR PROFESSIONAL PLANNING SERVICES AND TO AUTHORIZE THE CITY MANAGER TO ACCEPT THE PROPOSAL AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, the City of Marina Planning Department is responsible for implementing the policies of the City's General Plan and Local Coastal Program, including the Local Coastal Land Use Plan; maintaining and administering the City's Zoning Ordinance (Title 17 of the Municipal Code), including land use and development regulations, and design guidelines and standards; and implementing adopted specific plans; and

WHEREAS, the Planning Department is also responsible for processing land use plans and development permits in accordance with the provisions of state law and the City's Zoning Ordinance; and

WHEREAS, Planning staff supports the functions of the Planning Commission, the Design Review Board and the Tree Committee, which entails such tasks as preparing agendas, public notices, staff reports, environmental assessments, and findings and resolutions approving or denying entitlements requested for development; and

WHEREAS, to assist the Planning Division staff with processing the Dunes Phase II and Phase III, Regional Government Services (RGS) has provided the proposal that is contained in "Exhibit A" to the Agreement for Professional Services; and

WHEREAS, RGS has provided the proposal that is contained in **Exhibit "A"**; and

WHEREAS, RGS has a proven track record of partnering with local government agencies to successfully implement effective administrative systems and practices. The team of experienced Planning Advisors has been producing creative, dynamic and customized solutions for eighteen years. RGS is valued for delivering flexible, high quality services in a cost-effective manner; and

WHEREAS, Hourly rates depend on the level of staff providing the services, however, the primary senior level advisor bills at \$150 per hour. Costs for the services will be 100% recovered from the developer of the project through the reimbursement agreement already established between the City and Marina Community Partners.

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

1. Adopting Resolution No. 2020- , Approving an Agreement for Professional Planning Services and to Authorize the City Manager to accept the Proposal and execute the Project Authorization on behalf of the City, subject to final review and approval by City Attorney.

Resolution No. 2020-
Page Two

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of September 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

**CITY OF ARINA
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into on _____, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and _____, a _____, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

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

Terms and Conditions

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

1. Scope of Work.

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

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

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

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on June 30, 2021, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

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

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed twenty-thousand dollars (\$20,000) in accordance with the provisions of this Section and the Cost Estimate attached hereto as **Exhibit A** and incorporated herein by this reference

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

the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

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

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

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

4. Termination or Suspension.

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

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

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

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

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator _____ who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her

authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

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

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

_____.

6. Delegation of Work.

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

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

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

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

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

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

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

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

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

13. Indemnification & Hold Harmless.

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

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

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this

section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

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

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

14. Insurance.

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

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

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

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

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

15. Independent Contractor. The parties have reviewed and considered the principal test and secondary factors herein and agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The Contractor rather than the City has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, City may exercise over the details of the work is slight rather than substantial; (b) Contractor is engaged in a distinct occupation or business; (c) in the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the Contractor rather than the City supplies the instrumentalities, tools and work place; (f) the length of time for which Contractor is engaged is of limited duration rather than indefinite; (g) the method of payment of Contractor is by the job rather than by time; (h) the work is part of a special or permissive activity, program, or project, rather than part of the regular business of the City; (i) Contractor and City believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) the City conducts public business.

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

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

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

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance With Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

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

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

To City: City Manager
City of Marina City Hall
211 Hillcrest Avenue
Marina, California 93933
Fax: (831) 384-9148

To Contractor: _____

Fax: _____

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

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

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

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

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

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

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

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

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

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

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, but both of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf. Or any electronic signature complying with the U.S. E-SIGN Act of 2000, California 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.

33. **Time.** Time is of the essence in this contract.

34. **Exhibits.** In the event of any conflict between the Terms and Conditions and any terms or conditions of any document prepared or provided by the Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the Terms and Conditions of this Agreement shall control over those terms and conditions.

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

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

CITY OF MARINA

CONTRACTOR: __

By: _____
Name: Layne Long
Its: City Manager
Date:

By: _____
Name:
Its:_____
Date:

Attest: (Per Resolution 20__-__)

Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK

Exhibit B - Insurance

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

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

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

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

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

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

B-1

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

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

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

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

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

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

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

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

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

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

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

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

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

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

q) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

r) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

t) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.



September 9, 2020

Christy Hopper, Planning Services Manager

CITY OF MARINA

PLANNING DEPARTMENT

209 Cypress Avenue

Marina, CA 93933

Email: chopper@cityofmarina.org

SUBJECT: PROFESSIONAL PLANNING SERVICES

Dear Ms. Hopper:

Thank you for giving Regional Government Services (RGS) the opportunity to provide the City of Marina with this proposal to provide Current Planning Assistance, intended to support the Planning Department with on-call contract planning services. RGS is uniquely qualified to provide these services based on our specific public sector expertise and extensive experience working with local government agencies throughout California.

Regional Government Services is a Joint Powers Authority (JPA) established in 2002. With over 100 employees throughout California serving more than 150 government agencies, RGS provides consulting services in the areas of human resources and financial management, organizational development, community engagement, land use planning, strategic planning and emergency management services.. RGS is a virtual government agency and has developed a unique network of geographically distributed Advisors who work both onsite at partner agency offices, and through various remote access technologies, to deliver services to partner agencies, reducing overhead and expanding our ability to provide high-quality services throughout the state.

RGS has a proven track record of partnering with local government agencies to successfully implement effective administrative systems and practices. Our team of experienced Planning Advisors has been producing creative, dynamic and customized solutions for eighteen years. RGS is valued for delivering flexible, high quality services in a cost-effective manner

If you have any questions regarding this proposal, please feel free to contact me at (650) 995-3647 or via e-mail at sflint@rgs.ca.gov

Sincerely,

Steve Flint

Steve Flint, Lead Planning Advisor

REGIONAL GOVERNMENT SERVICES

DESCRIPTION OF SERVICES

PROJECT UNDERSTANDING

The City of Marina Planning Department is responsible for implementing the policies of the City's General Plan and Local Coastal Program, including the Local Coastal Land Use Plan; maintaining and administering the City's Zoning Ordinance (Title 17 of the Municipal Code), including land use and development regulations, and design guidelines and standards; and implementing adopted specific plans, including The Marina Station Specific Plan consisting of approximately 320 acres of the area known as Armstrong Ranch, and the University Villages (Dunes at Monterey Bay) Specific Plan consisting of approximately 420 of the former Fort Ord that adjoins the City of Seaside.

The Planning Department is also responsible for processing land use plans and development permits in accordance with the provisions of state law and the City's Zoning Ordinance. Planning staff supports the functions of the Planning Commission, the Design Review Board and the Tree Committee, which entails such tasks as preparing agendas, public notices, staff reports, environmental assessments, and findings and resolutions approving or denying entitlements requested for development. Currently, supported one Assistant Planner and one Administrative Assistant support the efforts of the Planning Services Manager.

Recent increases in the Department's workload combined with prior obligations and the terms of development agreements have impacted the ability of planning staff to perform their tasks. In order to meet their obligations and ensure the delivery of high quality planning services, the City seeks professional planning services to supplement its in-house Planning Department staff. Regional Government Services (RGS) is prepared to support those efforts by providing senior level advisors who are most experienced in:

- Implementing General Plan and Local Coastal Program policies;
- Processing Specific Plans, land use development plans and subdivision maps;
- Administering and amending zoning ordinances;
- Preparing special studies and environmental assessments; and
- Improving internal processes and procedures.

RELEVANT EXPERIENCE

The RGS Planning Team offers a wide range of land use planning and regulatory services, including contract special advisors to support public agencies with fluctuating workloads; preparing and processing General Plan elements, updates and amendments; Local Coastal Programs and Land Use Plans; Specific Plans and Planned Unit Development projects, Code revision pertaining to land use regulations, development standards and design guidelines; and processing commercial, industrial, residential, and mixed-use development projects of varying size, scale and intensity through a variety of regulatory agencies and procedures.

Our experience encompasses the preparation of complex reports and studies on such issues as growth management, coastal development, design review, and development policy evaluation. We can also assist agencies with the preparation of CEQA documents and related technical studies, plan checking for regulatory compliance, and mitigation monitoring and reporting.

The RGS team provides a broad range of planning services for cities, counties, special districts, and Joint Powers Authorities throughout California. The RGS team has extensive experience in all aspects of planning, zoning, subdivision, land use and coastal regulation. RGS specializes in providing professional support for small to mid-sized agencies, serving as the agency's planning staff or supplementing its current and forward planning programs. Specific services include:

- Managing fluctuating workloads and/or special projects;
- Reviewing, processing and presenting complex plans to boards, commissions and councils;
- Preparing General Plan elements, updates and comprehensive revisions;
- Amending regulatory codes and ordinances pertaining to land use, development and subdivision;
- Preparing technical studies, staff reports and environmental assessments;
- Drafting development standards and design guidelines for various types of land use; and
- Managing, training and evaluating subordinate planning staff.

With Steve Flint as Planning Team Leader and Brad Evanson as Senior Planning Advisor, the RGS Planning Team has provided professional contract planning services to various public agencies in need of assistance managing workload and supplementing staffing levels. Specific examples are detailed in the attached resumés and are summarized below.

In 2017 the **City of Gilroy** hired RGS to manage the responsibilities of Planning Manager who was out on medical leave. Steve Flint provided overall project management and administration. Brad Evanson served as the City's liaison and project manager for California High Speed Rail Station area planning, and processed several Transit Oriented development projects.

In 2018, the **City of Mill Valley** hired RGS to assume the responsibilities of Director of Building and Planning on an interim basis while recruitment was conducted for the permanent Director. In this role, Steve Flint managed and assigned tasks to building and planning staff, prepared technical studies, advised and directed the tasks of the Code Enforcement officer and served as Zoning Administrator, conducting hearings and rendering decisions. Brad Evanson processed entitlement applications, performed building plan checks for compliance with planning conditions and mitigation measures, met with applicants and consultants regarding building and planning projects, and compliance issues, and attended pre-construction meetings with staff and contractors on-site. Beginning in June 2019, Brad Evanson provided support to the **City of Sausalito** Community Development Department, assisting in training new employees, preparing technical studies, and managing entitlement projects on a cost recovery basis. In August 2019, Steve Flint assumed the

functions of the Director Community Development Department on an interim basis while the Director was out on maternity leave. Mr. Flint provided overall project management and administration, and advised Human Resources regarding personnel actions. Other tasks included directing the actions of the Code Enforcement officer and serving as Zoning Administrator. Mr. Evanson continued to process entitlement applications on a cost-recovery basis.

Since 2019, Steve Flint has provided technical assistance to the staff of the **Fort Ord Reuse Authority** (FORA) in Monterey County in support of the closure of Fort Ord in Monterey County. Tasks included an analysis of the City of Seaside's General Plan Circulation Element Amendments, Zoning Map and text amendments creating the "Campus Town Specific Plan" District, Campus Town Specific Plan, and development entitlements for the Campus Town Project, determining its consistency with the Fort Ord Base Reuse Plan ("BRP").

SCOPE OF SERVICES

RGS will make available the professional planning services of its senior level staff to assist the Planning Department with the review and processing of some of the more complex current planning projects. The Contract Planning Advisor(s) assigned to this task will provide as-needed contract planning services as determined by of the Planning Director or the Director's designee. Such services include, but are not limited to:

- Reviewing discretionary planning permit applications for completeness;
- Preparing initial project summaries for routing to City departments and other reviewing agencies for comment;
- Analyzing projects for compliance with the City's General Plan, zoning ordinance, Local Coastal Plan, Subdivision Map Act, Design Guidelines, specific plans, and other policies;
- Reviewing projects and providing comments within timelines specified by the Permit Streamlining Act and the City (or shorter timelines as may be required for certain projects);
- Preparing Initial Studies and CEQA documents and/or working with City selected CEQA consultants in the preparation of more complex Mitigated Negative Declarations and Environmental Impact Reports;
- Writing project reports, detailed findings intended to withstand project appeals, conditions of approval, draft resolutions and ordinances, and delivering oral presentations to the City Council and appropriate boards, commissions and committees;
- Attending and participating in meetings and public hearings conducted by the Planning Commission and/or City Council;
- Conducting site visits and background research pertaining to projects;
- Consulting with City staff and/or project applicants by phone or email or other electronic means as necessary;
- Interacting with Coastal Commission staff to coordinate project review;

- Processing the development and redevelopment applications proposed on environmentally sensitive sites, former industrial sites, and hotel projects as applicable;
- Processing annexation requests; and
- Reviewing building permit applications for entitlement projects processed by consultant.

PROJECT COST AND TIMING

Generally, RGS provides planning consulting services on a time and materials basis. Invoicing is based on hours actually worked. The Hourly Rate does not include direct external costs, which will be invoiced to Agency with no markup. Billing rates are as follows:

ON-CALL CONTRACT PLANNING SERVICES

Tasks	Cost
On-Call Contract Planning Services – Senior/ Lead Advisor	Time & Materials @ \$ 150.00/Hour

OTHER RELATED SERVICES

RGS is available to provide other related services in addition to the at the following billing rates:

Staff	Hourly Rate
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/ Lead Advisor	\$125 to \$190
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$125
Administrative Assistant	\$75 to \$115



Steven C. Flint

Planning Team Leader

Steven Flint has more than 30 years of practical planning experience in both private consulting and public service working with agencies within the jurisdiction of the California Coastal Commission, Bay Conservation and Development Commission, and the Tahoe Regional Planning Commission. As a private consultant Mr. Flint has worked with the development community on multiple projects in southern California and on the central coast. In northern California he has provided contract project support to numerous cities and counties. In the public sector, Mr. Flint has served as Principal Planner and Planning Director for cities in Arizona and California.

Mr. Flint specializes in urban planning and land use development and has managed a number of planning departments in various jurisdictions. He has served as a senior staff member performing such tasks as preparing general plan element updates and amendments, Local Coastal Program amendments, specific plans, municipal code revisions pertaining to zoning and subdivision regulations, supporting design and environmental assessments of military installations and base closure activities, and processing commercial, industrial, residential, and mixed-use urban development projects through a variety of regulatory agencies. Mr. Flint's experience also includes preparing complex reports and studies on issues such as growth management, coastal development, design review, and development policy evaluation. In addition, he has been involved in the preparation of numerous CEQA documents and related technical studies.

PROFESSIONAL EXPERIENCE

REGIONAL GOVERNMENT SERVICES AUTHORITY, NOVEMBER 2013 - PRESENT

Fort Ord Reuse Authority (FORA), January 2019 – Present

Providing support to FORA staff during the closure of Fort Ord in Monterey County ordered in 1994 as a result of the Base Realignment and Closure (BRAC) Act. Tasks included an analysis of the City of Seaside's General Plan Circulation Element Amendments, Zoning Map and text amendments creating the "Campus Town Specific Plan" District, Campus Town Specific Plan, and development entitlements for the Campus Town Project, determining its consistency with the Fort Ord Base Reuse Plan ("BRP").

City of Sausalito, August 2019 – February 2020

Performed the functions of the Community Development Director on a temporary basis, providing overall project management and administration, and advice regarding personnel actions. Tasks involved managing and assigning the workload of building and planning staff, preparing technical studies, performing building plan checks for compliance with planning conditions and mitigation measures, meeting with applicants and consultants regarding building and planning projects, and compliance issues. Directed the actions of the Code Enforcement officer; served as Zoning Administrator, conducting hearings and rendering decisions; and Attended and presented projects at Planning Commission and City Council meetings and hearings.

City of Mill Valley, July – December 2018

Managed the responsibilities of Interim Director of Building and Planning involved managing and assigning tasks to building and planning staff, preparing technical studies, performing building plan checks for compliance with planning conditions and mitigation measures, meeting with applicants and consultants regarding building and planning projects, and compliance issues, and attending pre-construction meetings with staff and contractors on-site. Advised and directed the tasks of the Code Enforcement officer in compliance actions and served as Zoning Administrator, conducting hearings and rendering decisions. Attended and presented projects in support of planning staff at Planning Commission meetings and hearings.

City of Gilroy, October 2017 – January 2018

As Lead Planning Advisor, managed the responsibilities of Planning Manager, providing overall project management and administration. Tasks involved managing and assigning the workload of planning staff, preparing technical studies, performing building plan checks for compliance with planning conditions and mitigation measures, meeting with applicants and consultants regarding building and planning projects and compliance issues.

Stanislaus Council of Governments (STANCOG), November 2016 – September 2017

Providing support to STANCOG staff in the implementation of public awareness and educational programs to prioritize critical transportation improvements, develop a regional Expenditure Plan and set a ballot measure for new funding (establishing Stanislaus County as a Self-Help county).

City of Sausalito, September 2014 – June 2015

Provided project support and planning services on a part-time basis. Tasks involve providing planning & zoning information to the public, reviewing building permit applications for zoning compliance, evaluating applications for entitlements, preparing staff reports, and making presentations to Planning Commission, Historic Landmarks Board and City Council for action on entitlements, and taking actions to ensure code compliance.

City of Avalon, November 2013 – July 2015

Provided project support, planning services and technical training to the Planning Director of the City of Avalon on a part-time basis. Tasks involve reviewing staff reports and recommendations to Planning Commission and City Council for entitlement applications, reviewing Zoning Code regulations and evaluating staff interpretations, determining appropriate applications of Code requirements and advising staff of that determination.

PMC CONSULTANTS, MONTEREY CA, JUNE 2013 – AUGUST 2015

City of Daly City, November 2013 – August 2015

Providing planning services as an extension of City Planning staff on a part-time basis. Tasks involve reviewing entitlement applications, completing environmental assessments, preparing staff reports and recommendations to Planning Commission and City Council.

City of Sunnyvale, June – October 2013

Provided planning services as an extension of City Planning staff on a part-time basis. Tasks involve reviewing entitlement applications, completing environmental assessments, and preparing staff reports and recommendations to Planning Commission; reviewing current City regulations and policies regarding the submittal of preliminary project plans, evaluating best practices in other jurisdictions and providing recommendations to the Planning Officer.

CITY OF HALF MOON BAY CA, JANUARY 2007-2012

Planning Director

Directed all functions of the Planning Department and supervised a staff of 6.5 FTE administrative, planning and technical staff in a complex coastal environment. As a Department Head, reported directly to the City Manager, managed contracts and work programs of outside consultants, and represented the Planning Department at all City Council and Planning Commission meetings and public hearings.

PMC CONSULTANTS, RANCHO CORDOVA CA, MARCH 2001 – DECEMBER 2006

City of Half Moon Bay, Planning Director (Interim), September 2006 – December 2006

Directed all functions of the Planning Department, supervised staff as directed by the City Manager. Managed contracts and work programs of outside consultants and represented the Planning Department at all City Council and Planning Commission meetings and public hearings.

City of Elk Grove, Planning Director (Interim), October 2005 – August 2006

Served as the Interim Planning Director for nine months while the Planning Director was on maternity leave. Directed all functions of the Planning Division of the City's Development Services Department, including supervising 20 planning, administrative, environmental and technical staff in a fast-growing city of more than 130,000 residents. Served as a member of the City's Management team appointed by the City Manager and represented the Planning Division at all City Council and Planning Commission meetings and public hearings.

City of Elk Grove, Current Planning Manager, August 2004 – September 2005

Responsible for the day-to-day management of all current planning operations, including the processing of applications, and the supervision of planning staff and technical resources of the Development Services Department. Actively involved in the preparation of Special Planning Area regulations and in the comprehensive update of the City's Zoning Ordinance, including contract management, managing consultant teams and administering public workshops and hearings conducted by the Planning Commission.

City of Ione, City Planner, June 2003 – October 2005

Managed all aspects of the city's planning functions, including the review and processing of development plans, subdivisions, and environmental assessment. Principally involved in the preparation, processing and adoption of General Plan elements; worked with the City Engineer in revising the Municipal Code subdivision regulations, zoning and development standards; Enacted February 2004.

City of Elk Grove, Project Manager, March 2001 – July 2004

Processed various applications for entitlements, including development plans, subdivisions, and prepared environmental initial studies; Actively participated in public workshops and presented staff reports at public hearings conducted by the Planning Commission and City Council.

ADDITIONAL RELEVANT EXPERIENCE

APC Productions, Inc., Project Manager, August 1993 – 2001

Technical writer and producer of educational and public outreach video presentations specializing in public relations and governmental affairs.

De Lorenzo & Associates, Project Planner, October 1991 – May 1993

Contract planner supporting Base Closure and Reuse (BRAC) efforts related to Marine Corps Air Station Tustin, including site planning a 2,000± acre helicopter airfield at Marine Corps Air Ground Combat Center Twenty-nine Palms, EIS modifications and site planning for expansion of airfield facilities at Marine Corps Base Camp Pendleton, and housing assessments for Coast Guard billets on the Humboldt County coast.

Corbin Yamafuji Partners, Project Manager, November 1986 – September 1991

Project Manager for large-scale Specific Plans, General Plan Amendments, zone changes and environmental studies in Southern California.

City of San Clemente, City Planner, January 1983 – July 1986

Directed and supervised all activities and functions of the City Planning Department, including staff management, under the supervision of the Community Development Director. Served as secretary to the Planning Commission.

City of Tucson (AZ) Planning Department, July 1976 – December 1982. Principal Planner, May 1980 – December 1982

Under the supervision of the Deputy Planning Director, managed all aspects of the comprehensive revision of the City Zoning Code from initial research to working with citizen committees and public officials.

EDUCATION

B.S., Landscape Architecture, University of Arizona, Tucson

OFFICIAL DUTIES

Planning Commissioner, City of Dana Point, CA 1996–1997

Board Member, Coastside County (San Mateo) Water District Board of Directors, Elected December 2014-2017



Bradley J. Evanson

Senior Advisor

Bradley Evanson joined RGS in 2017 as Community Outreach and Planning Advisor. Mr. Evanson is a dynamic municipal professional with more than 20 years of diverse experience, including Municipal Planning Department Management experience, Real Estate Development project management experience, and Public-Sector Consultant experience.

EXPERIENCE

REGIONAL GOVERNMENT SERVICES

Planning Advisor

As a Planning Advisor, Mr. Evanson has provided planning and community development services to a variety of RGS partner agencies, for example:

- City of Sausalito – oversaw current planning efforts; assessed operations within the department, assisted in training new employees
- City of Mill Valley – oversaw current planning efforts; assessed operations within the department
- City of Gilroy – served as City liaison and project manager for California High Speed Rail Station area planning; developed project scopes for several RFPs, including a historic resources survey and land management software acquisition
- Stanislaus Council of Governments, Merced County Association of Governments, and Kings County Association of Governments – helped develop Regional Transportation Plan/Sustainable Community Strategy for each organization

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Director of Planning and Development

- Led the 87-person Planning and Development Department.
- Responsible for a department budget of \$12.7 million.
- Directed the establishment of an in-house Building Division to replace a contracted service provider. This resulted in a first-year net savings of 25-30% (including contract closeout costs), and projected ongoing savings of greater than 40% annually.
- Led the conducting of the 2015 Census for the region, including securing consultant support, budgeting, and timelines to comply with federal and provincial regulations.
- Planning and Development consists of the following disciplines: Comprehensive Planning (includes Long Range Planning as well as Socio-economic Planning), Community Development Planning (includes Current Planning, Code Enforcement, and Subdivisions), and Building and Safety Codes (includes Plan Check, Permitting, and Inspection services).
- Responsible for developing departmental business plans, budgets, and goals; coordinating with leadership in other departments on projects and initiatives that cross departmental boundaries; and coordinating with executive and elected leadership on ensuring those plans and goals support the overall vision of the Municipality.

- Responsible for providing leadership, expertise, and advice to the Council, as well as to internal and external stakeholders.
- Responsible for mentoring departmental managers, as well as other leaders within the Municipality.

Manager, Community Development Planning

- Led the 27-person Community Development Planning division within the Planning and Development Department.
- Responsible for a branch budget of approximately \$3.4 million.
- Oversaw the preparation of the first comprehensive update to the Municipality's Zoning Ordinance since it was last adopted in 1999. Responsible for assembling core project team, review of project charter, development of project budget, and review/selection of consultants.
- Community Development Planning is responsible for: maintenance of the Municipality's governing land use documents, including Zoning Ordinance, General Plan, and Master Plans/Specific Plans; approval/issuance of subdivisions, development permits, and building permits; and management of Code Enforcement, business licensing, and adult business regulations.
- Responsible for maintaining high levels of customer service, reviewing and implementing learning and educational programs for staff, and ensuring that we maintain clear lines of communication within the department, within the Municipality, and with the public.
- Responsible for annual budgeting, personnel issues, presentations to the Council and public, served as Acting Director for the Planning and Development Department in the Director's absence.
- Served as department representative to the Regional Emergency Operations Center. During tenure, participated in emergency operations to deal with flooding in the region in June 2013.

US AIR FORCE MASTER PLANNING – KANDAHAR AIRFIELD, AFGHANISTAN SALLYPORT GLOBAL, MCLEAN, VIRGINIA AND IAP WORLDWIDE SERVICES, PANAMA CITY, FLORIDA

This was part of the Operation Enduring Freedom campaign. Assigned to the Master Planning Contract in 2010 as a Master Planner/Project Programmer under one contractor. When the contract was reissued in January 2012, a different contractor won the contract and requested that Mr. Evanson stay on as the Lead Master Planner.

Lead Master Planner/Project Programmer

- Led a department of 9 Master Planners who provided planning and site design support to the US and NATO Coalition military forces in Afghanistan. Within the team, Mr. Evanson managed/oversaw the preparation of 30+ Master Plans, Master Plan Updates, Expansion Plans, and Base Closure Plans.
- Personally prepared 10 Master Plans, Master Plan Updates, Expansion Plans, and Base Closure Plans for several different forward bases.
- Lead civilian responsible for managing the shift from Surge/Expansion to Base Closure/Surge Recovery efforts for NATO forces in Afghanistan. Duties included

development of policies and procedures for demobilizing and deconstructing forward bases while maintaining necessary operational and security capabilities, phasing improvements to longer-term forward bases to accommodate transient troop movements, briefing NATO and US Forces military leadership, and deploying master planners to forward bases to manage the implementation of base closure plans.

- Prepared and presented Master Plans, Master Plan updates, and site plans for several military bases in Afghanistan in support of Operation Enduring Freedom.

PMC, INC. SAN DIEGO, CALIFORNIA

Senior Planner/Public Information Officer

- Project Manager for Public Affairs efforts for the San Diego County Water Authority I-15 Pipeline Relining Project in San Diego, California. Duties included: preparation of marketing materials; preparation of press releases; preparation and conducting town hall meetings with community stakeholders and elected officials; and coordination with outside agencies and organizations.
- Managed contract planning staff for a newly incorporated city in Riverside County, California.
- Performed construction and zoning plan check reviews of development plans for the County of Orange Planning Department.
- Prepared and reviewed project-specific environmental documentation for compliance with applicable environmental regulations and agencies.
- Performed Public Affairs/Public Relations duties for local public agencies.

HERITAGE PACIFIC HOMES, INC. CARLSBAD, CALIFORNIA

Project Manager

- Project Manager for the development of a 225 unit, multi-tract subdivision in Wildomar, California, including: coordinating with Sales and Finance representatives on the project budget and the desired product mix; managing subconsultants (architects, structural engineers, utility designers, civil engineers, etc.); coordinating permitting efforts with affected public agencies (Utility Districts, School Districts, etc.); and managing the entitlement process through the County of Riverside, California.
- Managed the entitlement and development process for several real estate projects in a variety of Southern California communities. Specifics include managing subconsultants and contractors, project schedules, and budgets. Mr. Evanson was also responsible for managing the permit review and interfacing with local government agencies.

KB HOME COASTAL, INC. SAN DIEGO, CALIFORNIA

Senior Forward Planner

- Project Manager for the development of a 101-unit infill residential project in Fallbrook, California. Duties included: land acquisition due diligence; coordinating with Sales and Finance representatives on the project budget and the desired product mix; managing subconsultants (architects, structural engineers, utility designers, civil engineers, etc.); conducting several outreach workshops with local residents and other public agencies (Utility Districts, School Districts, etc.); and managing the entitlement process through the County of San Diego, California.

- Managed the entitlement and development process for several real estate projects in a variety of Southern California communities. Specifics include managing subconsultants and contractors, project schedules, and budgets. Mr. Evanson was also responsible for managing the permit review and interfacing with local government agencies.

WILLDAN, INC. CITY OF INDUSTRY, CALIFORNIA

Associate Planner

- Municipal (contract) Project Manager for the review and processing of a 447-acre mixed-use Master Planned Community and Program Environmental Impact Report in Upland, California. Project involved the reuse of a gravel quarry to include big-box retail freeway frontage, mixed-use commercial/office uses, and several types of residential uses ranging from apartments to estate homes. Duties included overseeing the site layout, coordinating on the mix of uses, preparing presentations to municipal officials, and managing of all public outreach/public noticing.
- Prepared and reviewed project-specific environmental documentation for compliance with applicable environmental regulations and agencies, including regional air quality standards, California Department of Fish and Game, the California Environmental Quality Act, and the National Environmental Policy Act.
- Prepared proposals to conduct urban and environmental planning projects as a consultant to various public agencies.

EDUCATION

University of California, Santa Barbara, Bachelor of Arts in Political Science, with emphases in Planning and Public Administration

PROFESSIONAL AFFILIATIONS

- International City/County Management Association
- American Planning Association
- Congress for the New Urbanism

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY
FOR 30,460 SQUARE FEET IN BUILDING 507 LOCATED AT 3200
IMJIN ROAD AT THE MARINA MUNICIPAL AIRPORT,
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZING
CITY MANAGER TO EXECUTE LEASE AGREEMENT ON BEHALF OF
THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY
ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving Lease Agreement between the City of Marina and United States America Department of the Navy for 30,460 square feet in Building 507 located at 3200 Imjin Road at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

Since 2003, Building 507 has been leased to the United States of America (US) Department of the Navy for use by the US Naval Postgraduate School, Monterey, Center for Interdisciplinary Remotely Piloted Aircraft Studies (CIRPAS).

Dated June 1, 2011, the current lease with US Department of the Navy provided for an initial 5-month lease term, and 9 one-year options to renew thereafter to coincide with the Federal Government's fiscal year of October 1 – September 30.

At the regular meeting of August 21, 2018, City Council adopted Resolution No. 2018-100, approving Lease Amendment between City of Marina and the United States of America (CIRPAS) for the building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport to reduce their leased space from 64,920 to 30,460 square feet.

At the regular meeting of August 21, 2018, City Council adopted Resolution 2018-101, approving Lease Agreement between City of Marina and Joby Aero Inc. for the building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport for 34,460 square feet.

CIRPAS and Joby Aero, Inc have been co-existing in the same building, and have shared in their proportionate share of utilities and maintenance costs.

ANALYSIS:

The current lease with the US Department of the Navy will expire on September 30, 2020. The US Department of the Navy, and CIRPAS, the current tenant, desire to continue to lease their portion of Building 507.

The leased premises of 30,460 square feet, including hangar, office, and machine shop space, are to be used for a base of operations by the U.S. Naval Postgraduate School, Monterey, CIRPAS Airborne Research Facility. CIRPAS activities at Building 507 shall be limited to operation of air and ground-based vehicles used to conduct atmospheric and oceanographic scientific research. Consistent with these uses, CIRPAS may also utilize their portion of the building for storage maintenance, systems integration, equipment fabrication, roof and ground-based scientific observation and telemetry/data link activities. CIRPAS will not use the leased premises, or any part thereof, or permit them to be used for any other purposes. An easement is granted for ingress to and egress from the leased Premises for vehicles. The lease also provides for parking up to twenty (20) vehicles in the adjacent building parking lot.

The Airport relies heavily upon the revenue generated from leasing buildings and/or space in the buildings which accounts for approximately forty nine percent (49%) of the airport's annual revenue. Staff and City Attorney's office have reviewed the Lease Agreement prepared by the US Department of the Navy for a portion of Building 507 ("**EXHIBIT A**").

The Lease Agreement provides for:

- Initial three (3) month lease term, four (4) one-year options to renew to coincide with the calendar year of January 1 – December 30, and one (1) six month option to renew of January 1 – June 30 for a total of fifty seven (57) months.
- Initial rent of \$0.37 per square foot. A three percent increase over the rent paid in the last year of the current lease.
- Initial rent will apply to the first fifteen (15) months and then increase each January 1 by three percent (3.0%).

Other terms and conditions of the new lease remain in place as exists in the current lease.

Further benefits of the proposed lease include:

- The lease of space in Building 507 will create ongoing/reoccurring building lease revenue for the Airport.
- Continue support of the US Naval Postgraduate School and CIRPAS program.

FISCAL IMPACT:

Should the City Council approve this request, anticipated rent revenue to the airport for the initial fifteen (15) month period will be approximately \$169,419.

Building lease rent revenue is recorded to FY 2020-21 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

CONCLUSION:

This request is submitted for the City Council consideration and approval.

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
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
APPROVING LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY FOR
30,460 SQUARE FEET IN BUILDING 507 LOCATED AT 3200 IMJIN ROAD
AT THE MARINA MUNICIPAL AIRPORT, AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES AND AUTHORIZING CITY MANAGER TO EXECUTE LEASE
AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW
AND APPROVAL BY CITY ATTORNEY

WHEREAS, since 2003, Building 507 has been leased to the United States of America (US) Department of the Navy for use by the US Naval Postgraduate School, Monterey, Center for Interdisciplinary Remotely Piloted Aircraft Studies (CIRPAS); and

WHEREAS, at the regular meeting of August 21, 2018, City Council adopted Resolution No. 2018-100, approving Lease Amendment between City of Marina and the United States of America (CIRPAS) for the building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport to reduce their leased space from 64,920 to 30,460 square feet;

WHEREAS, at the regular meeting of August 21, 2018, City Council adopted Resolution 2018-101, approving Lease Agreement between City of Marina and Joby Aero Inc. for the building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport for 34,460 square feet; and

WHEREAS, CIRPAS and Joby Aero, Inc have been co-existing in the same building, and have shared in their proportionate share of utilities and maintenance costs; and

WHEREAS, the current lease with the US Department of the Navy will expire on September 30, 2020. The US Department of the Navy, and CIRPAS, the current tenant, desire to continue to lease their portion of Building 507; and

WHEREAS, the leased premises of 30,460 square feet, including hangar, office, and machine shop space, are to be used for a base of operations by the U.S. Naval Postgraduate School, Monterey, CIRPAS Airborne Research Facility; and

WHEREAS, the Airport relies heavily upon the revenue generated from leasing buildings and/or space in the buildings which accounts for approximately forty-nine percent (49%) of the airport's annual revenue; and

WHEREAS, Staff and City Attorney's office have reviewed the Lease Agreement prepared by the US Department of the Navy for a portion of Building 507 ("**EXHIBIT A**"). The Lease Agreement provides for:

- Initial three (3) month lease term, four (4) one-year options to renew to coincide with the calendar year of January 1 – December 30 and one (1) six month option to renew of January 1 – June 30 for a total of fifty seven (57) months.
- Initial rent of \$0.37 per square foot. A three percent increase over the rent paid in the last year of the current lease.
- Initial rent will apply to the first fifteen (15) months and then increase each January 1 by three percent (3.0%).

Other terms and conditions of the new lease remain in place as exists in the current lease; and

WHEREAS, further benefits of the proposed lease include:

- The lease of space in Building 507 will create ongoing/reoccurring building lease revenue for the Airport.
- Continue support of the US Naval Postgraduate School and CIRPAS program; and

WHEREAS, anticipated rent revenue to the airport for the initial fifteen (15) month period will be approximately \$169,419. Building lease rent revenue is recorded to FY 2020-21 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

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

1. Approve Lease Agreement between the City of Marina and United States of America Department of the Navy for 30,460 square feet in Building 507 located at 3200 Imjin Road at the Marina Municipal Airport; and
2. Authorize Finance Director to make necessary accounting and budgetary entries; and
3. Authorize City Manager to execute Lease Agreement subject on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of September 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

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE
10/01/2020

LEASE NO.
N6247320RP00151

THIS LEASE, made and entered into this date by and between

The CITY OF MARINA, a California charter city and municipal corporation

whose address is 211 Hillcrest Avenue, Marina, California 93933, and whose interest in the property hereinafter described is that of the owner, hereinafter called the Lessor, and

the UNITED STATES OF AMERICA, hereinafter called the Government

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:
a portion of the Marina Municipal Airport, located within and around Building Number 507 located at 3200 Imjin Road, Marina, County of Monterey, California as shown on Exhibit A attached hereto and made a part hereof, including adjacent parking area for no more than twenty (20) vehicles. The interior space leased consists of approximately 30,460 square feet of hangar and office space within Hangar 507 as outlined and designated on Exhibit B attached hereto and made a part hereof.

The Premises are to be used for a base of operations by the U.S. Naval Postgraduate School, Monterey, CIRPAS Airborne Research Facility (CIRPAS). CIRPAS activities at Hangar 507 shall be limited to operation of air and ground-based vehicles used to conduct atmospheric and oceanographic scientific research. Consistent with these uses, CIRPAS may also utilize Hangar 507 for storage maintenance, systems integration, equipment fabrication, roof and ground-based scientific observation and telemetry/data link activities. CIRPAS will not use the leased premises, or any part thereof, or permit them to be used for any other purposes. An easement is granted for ingress to and egress from the leased Premises for vehicles.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 1, 2020 through December 31, 2020, subject to termination and renewal rights as may be hereinafter set forth
3. The Government shall pay the Lessor a three (3) month rent of \$33,883.71 at the rate of \$ 11,294.57 per month in arrears. Rent for a lesser period shall be prorated. The Government will make rental payments under this lease by electronic funds transfer (EFT). The Lessor which is The City of Marina, no later than 30 days before the first payment is due, shall designate a financial institution for receipt of EFT payments, and shall follow the guidance of clause number 24.552.232-76, which is included in this lease.
4. The Government may terminate this lease at any time by giving at least thirty (30) days' notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: for four (4) additional one (1) year periods, and one (1) additional six (6) month period renewed annually subject to availability of funds, provided notice be given in writing to the lessor at least thirty (30) days before the end of the original lease term or any renewal term. The gross rent for the optional renewal terms shall be as follows: (a) for the first one-year renewal term (01 January 2021 – 31 December 2021) the gross rent shall be an annual rent of \$135,534.84 at the rate of \$ 11,294.57 per month; (b) for the second one-year renewal term (01 January 2022 – 31 December 2022) the gross rent shall be \$139,600.92 at the rate of \$11,633.41 per month; (c) for the third one-year renewal term (01 January 2023 – 31 December 2023) the gross rent shall be an annual rent of \$143,788.92 at the rate of \$11,982.41 per month; (d) for the fourth one-year renewal term (01 January 2024 – 31 December 2024) the gross rent shall be an annual rent of \$148,102.56 at the rate of \$12,341.88 per month; (e) for the one (1) six-month renewal term (01 January 2025 – 30 June 2025) the gross rent shall be a six-month rent of \$76,272.84 at the rate of \$12,712.14 per month; provided notice be given in writing to the Lessor at least thirty (30) days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

As set forth in the Special Provisions attached hereto.

7. The following are attached and made a part hereof:

The General Provisions and Instructions
The Special Provisions
Exhibit A (Vicinity Map)
Exhibit B (Interior Premises)
Exhibit C (NEPA Documentation)

8. The following changes were made in this lease prior to its execution:

Government Line of Accounting:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA form 3517B at <http://www.gsa.gov/leasingform>.

The term “usable” in reference to square footage in any of these clauses means “ANSI/BOMA Office Area”

2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES

LESSOR: _____ GOVERNMENT: _____

AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	48	552.204-70	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	49	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

SPECIAL PROVISIONS

1. SPECIAL PROVISIONS AND GENERAL CLAUSES

The Lease expressly and specifically incorporates by reference the General Clauses and Special Provisions. In event, and to the extent, of an inconsistency between the provisions of the General Clauses and these Special Provisions, the Lease will be interpreted so as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful.

2. APPROVAL OF THE FAA

All terms and conditions of the aviation-related Lease are subject to review by and approval of the Federal Aviation Administration (FAA).

3. AVIGATION EASEMENT

The leased premises shall be subject to an easement and right of way for unobstructed passage of aircraft in the airspace above the leased premises, which is reserved by Lessor for the benefit of itself and all members of the general public operating aircraft which land at or take off from the Airport. Concomitant and coextensive with said easement and right of way, Lessor and general public shall have the further right to cause in all airspace above the surface of the leased premises such noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by operation of aircraft landing at or taking off from or otherwise operating at the Airport. In connection with this easement and right of way, Government agrees not to cause or permit any structure, natural growth, or other object on the leased premises which extends into the airspace over the leased premises more than 210 feet above mean sea level and not to use or permit the use of the lease premises in such a manner as to create electrical interference with radio communications between aircraft and the Airport, to make it difficult for flyers to distinguish between airport lights and other lights, to impair visibility in the vicinity of the Airport, or to otherwise endanger aircraft landing at or taking off from Airport. Government further agrees that in the event it causes or permits any structure, natural growth or other object on the leased premises which extends into the airspace over the leased premises more than 210 feet above mean sea level, or otherwise causes or permits any condition on the leased premises which endangers aircraft landing at or taking off from the Airport, then Lessor shall have the right to enter upon the leased premises and to remove such structure natural growth, object or condition endangering aircraft landing at or taking off from the Airport, all at Government's sole cost and expense.

4. UTILITY RESERVATION

Lessor reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines, telephone, telegraph and electrical power lines; and the appliances and appurtenances necessary or

convenient in connection therewith, in, over, upon, through, across and along any and all portions of the leased premises. No right reserved by the Lessor in this clause shall be so exercised as to interfere unreasonably with Government's operations.

5. SUBORDINATE TO AGREEMENTS WITH FEDERAL GOVERNMENT – APPLICABILITY OF RELEVANT PROVISIONS OF QUITCLAIM DEED

The Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States government or any department thereof relative to the development, operation or maintenance of the Airport. Government acknowledges it has been given a copy and an opportunity to review the Quitclaim Deed of conveyance for the leased premises from the U.S. Army to the Lessor including the notices, reservations, restriction, conditions, and covenants therein and agrees to comply with all requirements pertinent to Government's activities contained in that document. Government understands and agrees it aeronautical and airport-related use of the leased premises shall not be an exclusive right to that of any other person or firm to operate the same or a similar business at the Marina Municipal Airport and to lease premises at the Airport from the Lessor for such purposes, within the meaning of §308A of the Federal Aviation Act of 1958, as amended (49 U.S.C 1349a). Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Government by the Lease.

6. WAR OR NATIONAL EMERGENCY

The Lease and all provisions thereof shall be subject to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

7. CONFORMANCE WITH FAA REGULATIONS

Government agrees that its use of the leased premises, including all future construction, modification or alteration thereon, shall comply with all applicable Federal Aviation Administration regulations now in force of that may be hereafter adopted by Federal authority. Government shall also comply with applicable law as set forth in Section 18 of the General Clauses, which shall include payment of prevailing wages when contracting for construction, modification or alteration of the leased premises.

The Government will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

The Government will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc., in order to prevent security

breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the Airport.

8. ACCEPTANCE OF LEASED PREMISES

Government understands that the leased premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air base have, in the past have been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to California Health & Safety Code §25359.7(a) Government is provided this notice that the structure may contain asbestos material and lead-based paints. The Lessor has provided to the Government an asbestos survey report prepared by the U.S. Army Corps of Engineers for Building 507, which is attached to the Lease as Exhibit C. Government acknowledges that Lessor has granted to Government the right to review all maps and records of the old Army air base presently on file in the office of the Lessor's Planning Department as well as the right to inspect the leased premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Government a full and complete opportunity to investigate and determine whether the leased premises can be used for the purposes for which it is being leased.

9. NO WARRANTY

Government further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the Lessor as to the condition of the leased premises or the suitability of the premises for its intended use, save and except for the representation and warrant that no officer, employee, or agent of Lessor has caused any condition of pollution or contamination which may now exist on the leased premises. Such representation and warrant however, shall not extend to any condition of pollution or contamination caused by the federal government or any other tenant of Lessor. Government agrees to accept the leased premises in its present condition and "AS IS", with respect to all conditions which may now exist on or under the leased premises save and except for any condition of pollution or contamination caused by an officer, employee, or agent of Lessor. Government is not responsible for the cost of environmental abatement, remediation or cleanup of pollution or contamination which is unrelated to the activities of the Government, or its officers, employees, agents. Contractors or invites, on the premises.

10. AMERICANS WITH DISABILITIES ACT

Government is solely responsible for determining whether or not Government's intended use of Building 507 will be or in in compliance with ADA. Government acknowledges that certain portions of Building 507 remain inaccessible for some disabled individuals . By entering into this Lease, unless otherwise agreed between the parties in a writing signed by the authorized representative of each party, Government agrees to be responsible for all compliance with the ADA, if applicable to the Government or the Lessor.

11. IMPROVEMENTS TO LEASED PREMISES

During the initial or any extended term of this Lease, Government shall not make any additions or alterations to the improvements on the leased premises without the prior written consent of the Lessor, such consent not to be unreasonably delayed or withheld. Moreover, upon receiving consent to make an addition or alteration to the improvement on the leased premises, Government shall not commence work on the construction or installation of such added or altered improvements until plans and specification for same have been submitted to and approved by the Lessor's review processes and a building permit issued.

12. TITLE TO IMPROVEMENTS

Upon termination of this Lease or any renewal period thereof, all additions or alterations to the improvements on the leased premises of the Airport made by Government shall become the property of the Lessor without payment of any compensation therefor, provided, however, that upon termination of this Lease, with the exception of prior authorized alterations, additions and repairs which had Lessor's prior written approval, Lessor shall have the option to require Government to remove any or all added improvements or restore any altered improvements to the same condition as it was at the commencement of the term of this Lease, all at Government's sole cost and expense.

13. REIMBURSEMENT TO GOVERNMENT FOR COST OF IMPROVEMENTS

- (a) The authorized representatives of Lessor and the Government, designated herein, agree to meet and confer periodically during the initial and any renewed term of the Lease concerning improvements to the premises' interior systems, for which the Government is responsible for maintenance and repair in accordance with section 14 herein. Their authorized representatives shall negotiate and agree in a writing signed by both parties concerning a maximum amount to be expended by the Government for approved improvements, the actual payment for which will be reimbursed by the Lessor to the Government through reduced rental payments (i.e., rental credits) during which months such reimbursement is due , to the Government in an amount not to exceed Five Thousand Dollars (\$5,000.00) during any month until the Government is reimbursed in full. The Lessor may also choose to cost share for improvements to the premises' interior systems in place of rental credits if agreed to in writing by both parties.
- (b) Lessor designates as its Authorized Representatives the City Manager who shall have the authority to act for the Lessor. The Authorized Representative shall represent the Lessor in matters pertaining to improvements to the premises' interior systems. Government designates as its Authorized Representative the Real Estate Contracting Officer who shall have the authority to act for the Government. The Authorized Representative shall represent the Government in matters pertaining to improvements to the premises' interior systems.

14. MAINTENANCE & REPAIR RESPONSIBILITIES OF THE GOVERNMENT

Government shall be responsible for one hundred percent (100%) of the following maintenance and repair of the leased premises within Building 507 and fifty percent (50%) of the shared/common space within Building 507 for the initial and any renewal term of the Lease:

- (a) Maintenance, including painting, repair or replacement of interior systems and components for the electrical, plumbing, ventilation, and mechanical systems. Government understands the heating boiler for Hangar 507 is currently inoperable and need not be repaired at this time, however, if the need arises to have it repaired, the Government will notify the Lessor and obtain Lessor's prior written consent or approval before proceeding with any work to be done.
- (b) Interior and exterior glass, glazing, windows or doors.
- (c) The hangar doors.
- (d) All interior walls, ceiling, floors, bathrooms, drains and other structures or components. Lessor shall ensure floors drains in the second-floor bathrooms are functional and sanitary.
- (e) All communications systems and components.
- (f) The deluge fire suppression system. Lessor tested the deluge fire suppression system on or about June 2018, and made repair or adjustment necessary to its full functionality. Thereafter no more than fifty percent (50%) of testing of the deluge fire suppression system will be a Government responsibility, subject to the Lessor's Fire and Building Department requirements for its periodic testing no less frequently than every five (5) years by a state licensed C-16 contractor.
- (g) The Government shall be responsible for twenty-five percent (25%) of the cost of maintenance and repair of the overhead crane.
- (h) Maintenance, sweeping and keeping clear of refuse, regular trash and waste removal, repair or replacement of sidewalks, driveways and asphalt parking areas as well as any damage to the building structure or components or paved surfaces caused by Government or its invitees.
- (i) General maintenance and upkeep of the trash enclosure.

15. MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LESSOR

Lessor shall be responsible for the following maintenance and repair of Building 507 for the initial and any renewed term of this Lease:

- (a) Maintaining and repairing, with the exception of painting, all structural elements of the building's exterior walls, surfaces and foundations.
- (b) Maintaining the watertight integrity of the building exterior walls.
- (c) Maintain, repair, or replace as required roof coverings, gutters and exterior drains.
- (d) Maintain and repair all underground and exterior plumbing, drains and utility connections.
- (e) Maintaining in compliance with applicable law, regulations and codes, the interior fire alarm system. Any damage to the interior fire alarm system resulting from tenant misuse or negligence shall be repaired or replaced by the Government.
- (f) Maintaining and repairing the deluge fire suppression system.

16. SURRENDER OF THE PREMISES

On the last day of the Lease, Government shall surrender the leased premises to the Lessor in the same condition as when received, broom clean, ordinary wear and tear expected. Government shall repair any damage to the leased premises occasioned by the removal of Government's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage.

17. UTILITIES

Government shall have the right to use the utility service facilities serving the premises at the commencement of the term of the Lease. The Lessor will use its best efforts to continue all utility services as they presently exist, but it cannot and does not guarantee that there will be no interruptions or service. To the extent it has knowledge the Lessor will provide notice of any work scheduled which may interrupt the utility service to the leased Premises. If Lessor is unable to provide utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, it shall have no obligation hereunder.

18. PAYMENT FOR UTILITIES

Government agrees upon entering into occupancy of the premises to pay directly to the utility providers for all utility services provided under the terms of any contract between the Government and the utility provider if and when individual metering is installed and to pay the Lessor a pro-rated portion for all utility services provided under the terms of any contract between the Lessor and a utility provider serving the premises through existing lines and connections. Pro-rata charges shall be based upon a schedule mutually agreed upon by the Government and the City.

19. PAYMENT FOR COMMUNICATIONS CONNECTIVITY

Government shall be responsible for providing and paying directly to the provider for telephone, internet and electronic data transmission connection to the premises.

20. PAYMENT FOR TRASH REMOVAL

Government agrees upon entering into occupancy of the leased premises to pay for garbage and trash collection and removal services. Government shall arrange and pay for the disposal of all hazardous waste in accordance with all applicable local, state and federal law and regulations.

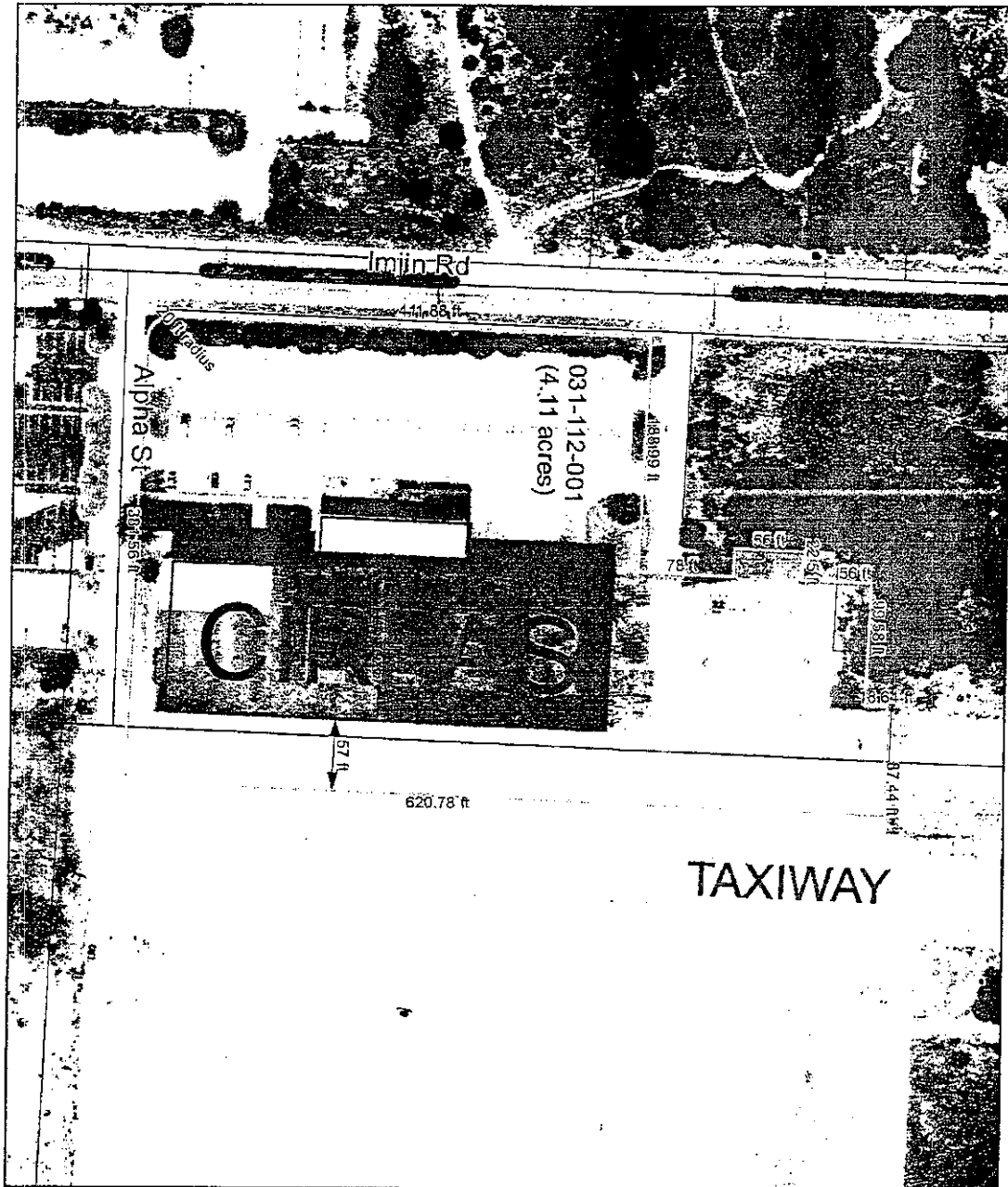
21. DAMAGES

If the death or injury to any person, or the loss or damage to any property is caused by the Government, or a duly authorized representative or contractor of the Government, in the course of its use of the premises, the liability, if any, of the Government therefor shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (62 Stat. 869, 982, 28 U.S.C. 2671-2680). The Government is self-insured. The Government agrees to consider and adjudicate any claim for damage or injury sustained by Government personnel, including its duly authorized representatives or contractors, in the performance of their official duties while on the Lessor's premises. Such adjudication will be made pursuant to the Federal Employees Compensation Act, 5 U.S.C. 8101 *at seq.* or such legal authority as may be pertinent.

22. NON-DISCRIMINATION / AFFIRMATIVE ACTION

The Government for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said premises described in the Lease, for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Government shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21.

EXHIBIT (A)



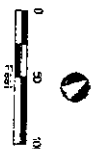
CIRPAS Hangar Lease Map

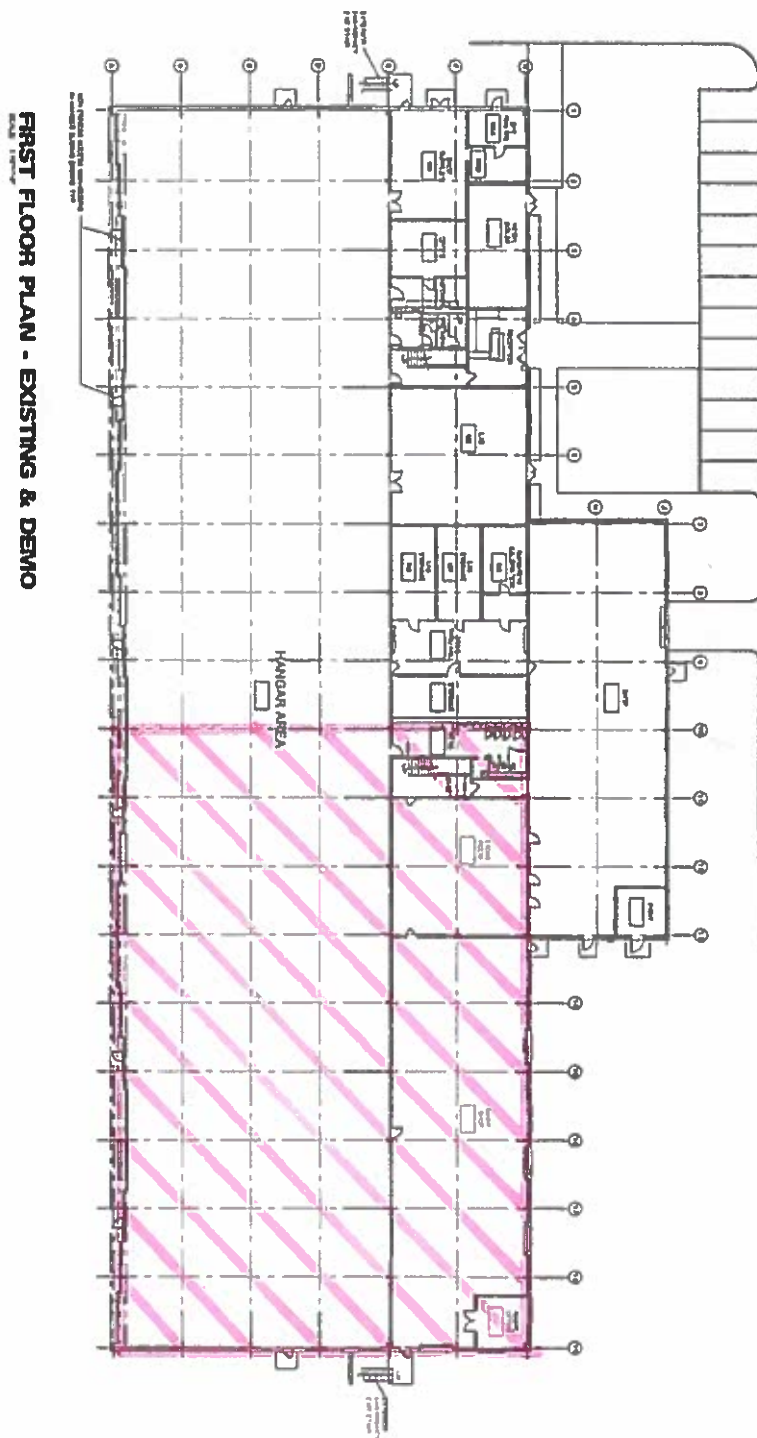
Legend

- Leased Area - 1.96 acres
- Building Outline
- Dimension Lines
- Roads
- Parcels

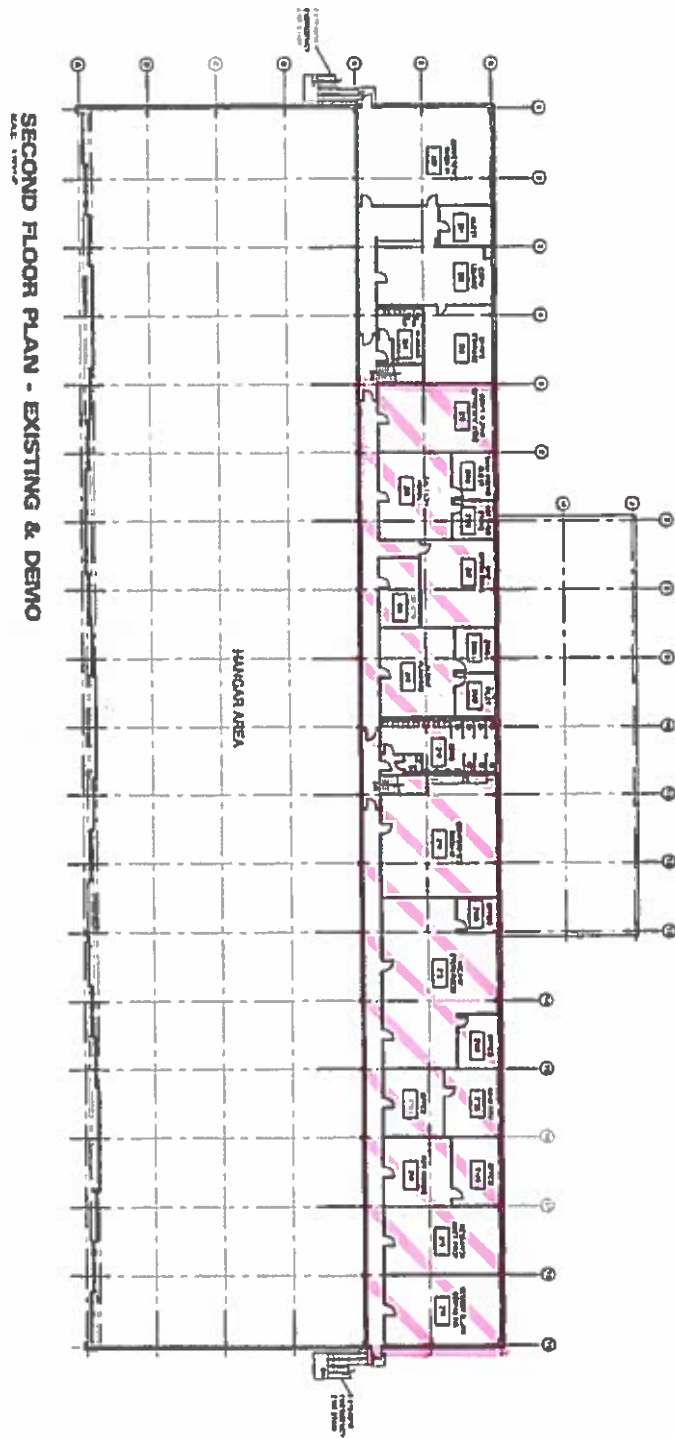
Date: 3-24-2011

Note: The City of Maricopa is providing this map for informational purposes only. The City of Maricopa is not responsible for any errors or omissions in this map. The City of Maricopa is not responsible for any damages or losses resulting from the use of this map. The City of Maricopa is not responsible for any claims or lawsuits filed against the City of Maricopa or its employees, agents, or contractors, in connection with the use of this map. The City of Maricopa is not responsible for any claims or lawsuits filed against the City of Maricopa or its employees, agents, or contractors, in connection with the use of this map.





FIRST FLOOR PLAN - EXISTING & DEMO



7 July 2020

MEMORANDUM FOR THE RECORD

Subj: RECORD OF CATEGORICAL EXCLUSION SERIAL NUMBER 2020-018
LEASE FOR CENTER FOR INTERDISCIPLINARY REMOTELY PILOTED
AIRCRAFT

Ref: (a) National Environmental Policy Act (NEPA) of 1969
(b) Council on Environmental Quality Regulations for Implementing NEPA
(c) 32 CFR Part 775
(d) OPNAVINST 5090.1E

Encl: (1) NSA Monterey Environmental Checklist

1. Purpose and Need

The Naval Postgraduate School (NPS) Center for Interdisciplinary Remotely Piloted Aircraft (CIRPAS) requires hangar space for mission-essential operations near the Monterey NPS campus.

2. Project Description

A 5-year succeeding agreement with the City of Marina to lease a 30,460 square-foot space inside B507, City of Marina hangar, 3200 Imjin Road, Marina, CA. CIRPAS has been a tenant of this aircraft hangar since 2003.

3. Required Permits or Mitigations: None

4. Conclusion

It was determined that the proposed action is within the scope of the following CATEX:

(29) Initial real estate in grants and out grants involving existing facilities or land with no significant change in use (*e.g.*, leasing of federally owned or privately owned housing or office space, and agricultural out leases);

None of the exclusions from reliance on a CATEX apply in this case. Therefore, the proposed action is excluded from the requirement for further NEPA analysis.

Victoria L. Taber
N45

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of September 15, 2020

CITY COUNCIL TO OPEN A PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC AND CONSIDER INTRODUCING ORDINANCE NO. 2020-, FOR FIRST READING BY TITLE ONLY AND WAIVE FURTHER READING, AMENDING TITLE 8 HEALTH AND SAFETY TO AMEND CHAPTER 8.46 REGARDING URBAN STORM WATER QUALITY MANAGEMENT AND DISCHARGE CONTROL IN THE CITY OF MARINA TO ALIGN THE LOCAL ORDINANCE WITH STATE REQUIREMENTS

REQUEST: It is requested that the City Council:

1. Open a public hearing, take any testimony from the public, consider introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Chapter 8.46 regarding Urban Storm Water Quality Management and Discharge Control in the City of Marina to align the local ordinance with state requirements.

BACKGROUND:

Marina Municipal Code Title 8 (Health and Safety) was first adopted upon the City's incorporation in 1975. At the time, the City adopted the Monterey County health and safety ordinance as its own.

In 1972, the Federal Water Pollution Control Act (also referred to as the Clean Water Act [CWA]) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The 1987 amendments to the CWA added §402(p), which established a framework for regulating certain storm water discharges under the NPDES Program.

Phase I of the U.S. Environmental Protection Agency's (EPA) storm water program was promulgated in 1990 under the CWA. Phase I relies on National Pollutant Discharge Elimination System (NPDES) permit coverage to address storm water runoff from: (1) "medium" and "large" municipal separate storm sewer systems (MS4s) generally serving populations of 100,000 or greater, (2) construction activity disturbing 5 acres of land or greater, and (3) ten categories of industrial activity.

On December 8, 1999, EPA promulgated regulations known as the Storm Water Phase II Final Rule. The Phase II program expanded the Phase I program by requiring additional operators of MS4s in urbanized areas and operators of small construction sites, through the use of NPDES permits, to implement programs and practices to control polluted storm water runoff. The City operates a municipal separate storm sewer system (MS4) and therefore is bound by the Stormwater Phase II Final Rule and permit requirements.

To meet the permit requirements, at the regular meeting of June 16, 2009, the City adopted Ordinance No. 2009-03, amending Title 8 Health and Safety to add Chapter 8.46 regarding Urban Storm Water Quality Management and Discharge Control in the City of Marina.

ANALYSIS:

On February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The current permit cycle has passed its intended period, but its regulations will continue until the adoption of a new permit. The City's Municipal Code will be reviewed at the adoption of the New Permit for necessary updates to meet possible new requirements.

On July 9, 2020 the City of Marina received by digital email a Notice of Violation regarding necessary updates to the City's Municipal Code (**EXHIBIT A**). Specifically:

“the City must provide documentation demonstrating its legal authority to control pollutant discharges into and from its MS4. The documentation must be provided in the City's Annual Report for the 2019-20 Permit Year. This authority shall extend, at minimum, to requirements for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures and prohibited discharges.”

While the City previously adopted in 2009 the necessary amendments to Chapter 8.46 required for compliance with the NPDES Phase II Stormwater permit requirements, the proposed further amendment of the City's Municipal Code will provide the required legal authority and further enforceability of construction stormwater protection compliance.

Upon review for compliance with the Permit requirements as stated in the Notice of Violation, staff is recommending adoption of amendments to the City's Municipal Code Chapter 8.46 “Urban Storm Water Quality Management and Discharge Control” (additions to the code are highlighted in yellow in the attached **EXHIBIT B**) to meet the requirements of the Notice and to be in a position to report on these amendments before the October Annual Report deadline. Staff has presented the proposed amendments to the Regional Water Quality Control Board (RWQCB) for review should the amendments be sufficient to provide the legal authority as required by the Notice of Violation. RWQCB has indicated that the amendments are sufficient and that progress towards their adoption should be included in the Annual Report.

Adoption of the ordinance changes will demonstrate the City's intent to enforce relevant stormwater pollution controls and support the City's ability in the future to be removed from the Federal Stormwater Permit Program and enter its own City-specific permit under State regulations.

FISCAL IMPACT:

None

CONCLUSION:

This request is submitted for City Council discussion 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 P. Long
City Manager
City of Marina

ORDINANCE NO. 2020-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING CHAPTER 8.46 REGARDING URBAN STORM WATER
QUALITY MANAGEMENT AND DISCHARGE CONTROL
IN THE CITY OF MARINA

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

1. Chapter 8.46 amended. Chapter 8.46, entitled "Urban Storm Water Quality Management and Discharge Control" is hereby amended in the Municipal Code to read in its entirety as set forth on the attached fourteen (14) pages, marked Exhibit "B" and incorporated herein by this reference thereto.

2. Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

3. Posting of Ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on September 15, 2020, and was passed and adopted at a regular meeting duly held on October 6, 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



EXHIBIT A TO STAFF REPORT



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Coast Regional Water Quality Control Board

July 9, 2020

Brian McMinn
Public Works Director
City of Marina
211 Hillcrest Ave.
Marina, CA 93933
E-mail: bmcminn@cityofmarina.org

VIA ELECTRONIC AND CERTIFIED MAIL
NO. 7019 0700 0001 7650 5675

Dear Mr. McMinn,

NOTICE OF VIOLATION BASED ON RESULTS OF PARTIAL PROGRAM EVALUATION, CITY OF MARINA MUNICIPAL STORMWATER MANAGEMENT PROGRAM, WQID NO. 3 27M2000160, MONTEREY COUNTY

The purpose of this Notice of Violation (NOV) is to communicate a violation of the 2013 General Permit¹ identified during an evaluation of the City of Marina's (City) Construction Site Storm Water Runoff Control Program (Program). Central Coast Water Board staff reviewed information the City submitted in response to our November 1, 2019 letter requesting documentation of the City's legal authority and related construction site management activity. This NOV requires the City to submit additional information to verify it has adequate legal authority and procedures to correct the violation.

Central Coast Water Board staff did not examine all aspects of the City's stormwater management program and the City should not consider the results noted in this letter to be a comprehensive evaluation of compliance with the 2013 General Permit. Central Coast Water Board staff may choose to conduct a more complete review of the City's compliance in the future.

Violation: The City is in violation of 2013 General Permit Provision E.6.a. (Legal Authority) for failure to "review and revise relevant ordinances or other regulatory

¹ State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000004, Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (2013 General Permit).

DR. JEAN-PIERRE WOLFF, CHAIR | MATTHEW T. KEELING, EXECUTIVE OFFICER

mechanisms, or adopt any new ordinances or other regulatory mechanisms, to obtain adequate legal authority...to control pollutant discharges ...and to meet the requirements of this Order.”

Central Coast Water Board staff evaluated compliance with 2013 General Permit Provision E.6.a. based on records the City submitted to SMARTS and finds the records do not adequately demonstrate compliance with the provision.

The specific requirements addressed in 2013 General Permit Provision E.6.a. are listed in Provision E.10., which states: “The construction site storm water runoff control ordinance shall include, at a minimum, requirements for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures and prohibited discharges.”

The deadline to comply with the requirement to obtain adequate legal authority was two years after the State Water Board’s adoption of the 2013 General Permit. The City will remain in violation of the 2013 General Permit until it provides documentation demonstrating that the City’s ordinance satisfies all requirements of Provisions E.6.a. and E.10.

Action: The City must provide documentation demonstrating its legal authority to control pollutant discharges into and from its MS4. The documentation must be provided in the City’s Annual Report for the 2019-20 Permit Year. This authority shall extend, at minimum, to requirements for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures and prohibited discharges.

Next Steps and Consequences for Not Addressing the Violation

The violation cited above may subject the City to enforcement by the Central Coast Water Board for every day the violation continues. The City must work to remedy the violation immediately. In making the determination of whether and how to proceed with further enforcement action, the Central Coast Water Board will consider the information filed in the upcoming Annual Report submittal, the time it takes to correct the identified violation/implement the actions listed above, and the sufficiency of the corrections/actions.

In accordance with California Water Code Section 13385(a), the City’s violation of the 2013 General Permit as described in this Notice of Violation subject the City to civil liability. Pursuant to Water Code Section 13385(c), the Central Coast Water Board may impose civil liability for up to \$10,000 per day. If the Central Coast Water Board elects to refer the matter to the Attorney General, the Superior Court may impose civil liability for up to \$25,000 per day for each violation (Water Code 13385(b)).

Conclusion

Central Coast Water Board staff finds the City violated provisions of the 2013 General Permit and must take steps to correct the violations. Furthermore, the City must provide documentation that demonstrates actions have been taken to correct the violation in the next Annual Report submittal.

Central Coast Water Board staff also recognizes the City’s efforts to comply with the 2013 General Permit and protect water quality. Central Coast Water Board staff is

available to continue working with the City to correct the violation and to implement a Program that complies with the 2013 General Permit, and is increasingly effective at reducing the discharge of pollutants to the maximum extent practicable and protecting water quality.

If you have any questions regarding this letter, please contact **Alexandra Coblentz** at (805) 542-4786 or at Alexandra.Coblentz@waterboards.ca.gov, or **Dominic Roques** at (805) 542-4780.

Sincerely,



for

Thea S. Tryon

Assistant Executive Officer

cc:

Edrie de los Santos, City of Marina, edelossantos@cityofmarina.org

Nourdin Khayata, City of Marina, nkhayata@cityofmarina.org

Alexandra Coblentz, Central Coast Water Board, Alexandra.Coblentz@waterboards.ca.gov

Dominic Roques, Central Coast Water Board, Dominic.Roques@waterboards.ca.gov

Lucas Sharkey, Central Coast Water Board, Lucas.Sharkey@waterboards.ca.gov

Angela Schroeter, Central Coast Water Board, Angela.Schroeter@waterboards.ca.gov

Todd Stanley, Central Coast Water Board, Todd.Stanley@waterboards.ca.gov

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Chapter 8.46

URBAN STORM WATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

Sections:

Division I. Title, Purpose and General Provisions

8.46.010 Title.

8.46.020 Purpose and intent.

8.46.030 Definitions.

8.46.040 Applicability.

8.46.050 Responsibility for administration.

8.46.060 Severability.

8.46.070 Regulatory consistency.

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Division II. Discharge Prohibitions

8.46.090 Prohibition of illegal discharges.

8.46.100 Prohibition of illicit connections.

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8.46.120 Discharges in violation of industrial or construction activity NPDES storm water discharge permit.

Division III. Regulations and Requirements

8.46.130 Requirement to prevent, control, and reduce storm water pollutants.

8.46.140 Requirement to eliminate illegal discharges.

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8.46.160 Requirement to protect watercourses.

8.46.170 Requirement to remediate.

8.46.180 Requirement to monitor and analyze.

8.46.190 Requirement to notify of spills.

Division IV. Inspection and Monitoring

8.46.200 Authority to inspect.

8.46.210 Authority to sample, establish sampling devices, and test.

Division V. Enforcement

8.46.220 Intervention.

8.46.230 Notice of violation.

8.46.240 Stop work order.

8.46.250 Administrative compliance order.

8.46.260 Violation.

8.46.270 Compliance measures.

8.46.280 Notices; service.

8.46.290 Settlement of administrative civil penalty assessment.

8.46.300 Appeal.

8.46.310 Abatement by city.

8.46.320 Charging cost of abatement/liens.

8.46.330 Urgency abatement.

8.46.340 Compensatory action.

8.46.350 Violations deemed a public nuisance.

8.46.360 Acts potentially resulting in a violation of the Federal Clean Water Act and/or California Porter-Cologne Act.

Division I. Title, Purpose and General Provisions

8.46.010 Title.

This chapter shall be known as “urban storm water quality management and discharge control” of the city of Marina and may be so cited. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.020 Purpose and intent.

The purpose and intent of this chapter is to ensure the health, safety, and general welfare of citizens, and protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. §1251 et seq.) by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting non-storm water discharges to the storm drain system. This chapter shall provide a comprehensive and integrated plan to regulate urban storm water quality management and discharge control. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.030 Definitions.

The terms used in this chapter shall have the following meanings:

- (a) Best Management Practices. Activities, practices, and procedures to prevent or reduce the discharge of pollutants directly or indirectly to the municipal storm drain system and waters of the United States. Best management practices include but are not limited to: treatment facilities to remove pollutants from storm water; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-storm water, waste disposal, and drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the city determines appropriate for the control of pollutants. Please refer to the city’s BMP Guidance Series, as discussed further in Section [8.46.130\(b\)](#) herein, for specific requirements. The city may adopt and amend, from time to time, its BMP Series, as discussed in Section [8.46.130](#) herein, to define specific requirements imposed in conjunction with the term “best management practices.” The term “BMP” shall have the same definition as the term “best management practices.”
- (b) City. The city of Marina.

- (c) Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.
- (d) Construction Activity. Construction projects subject to National Pollution Discharge Elimination System (NPDES) Construction Permits or Industrial Permits. Such construction activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.
- (e) Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed (California Health and Safety Code § 25117) as it may be amended from time to time.
- (f) Illegal Discharge. Any direct or indirect non-storm water discharge to the storm-drain system, except as exempted in Division II, Section 8.46.090 of this chapter.
- (g) Illicit Connections. An illicit connection is defined as either of the following:
 1. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
 2. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the city.
- (h) Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26(b)(14), as it may be amended from time to time.
- (i) National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permits. General, group, and individual storm water discharge permits that regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act. The California Regional Water Quality Control Board, Central Coast Region (hereinafter, regional board) and the state water resources control board have adopted general storm water discharge permits, including but not limited to the general construction activity and general industrial activity permits.
- (j) Non-Storm Water Discharge. Any discharge to the storm drain system that is not composed entirely of storm water.
- (k) Pollutant. Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.
- (l) Pollution. The human-made or human-induced alteration of the quality of waters by waste to a degree which unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial

uses or the facilities which serve these beneficial uses (California Water Code § 13050 as it may be amended from time to time.)

- (m) Porter-Cologne Act. The Porter-Cologne Water Quality Control Act and as amended (California Water Code § 13000 et seq., as it may be amended from time to time).

- (n) **Post Construction Requirements** means the Central Coast Regional Water Quality Control Board regulations (*CCRWQCB, Resolution R3-2012-0025 or most recent iteration*) or the City's equivalent program which stipulate that new and re-development projects within the region need to incorporate measures to reduce the discharge of pollutants from newly developed and/or re-developed properties to restore the natural watershed processes to a pre-developed state to the maximum extent practicable. These regulations stipulate the inclusion of specified storm water quality devices either structural and/or non-structural into specified new and redevelopment projects. The requirements also include the development of an Operations Maintenance Manual and Agreement to ensure that the devices are routinely cleaned, maintained, inspected, and repaired or replaced as necessary in perpetuity. All activities performed to clean, maintain, inspect, and repair or replace as necessary these devices must be reported to the City by July 15th of each reporting period (*i.e. July 1st through June 30th annually*), and to the Central Coast Regional Water Quality Control Board via SMARTS.

- (o) Private Storm Drain System or Private Stormwater Drainage System (PSDS). Privately-owned facilities operated and/or owned by an individual by which storm water is collected and/or conveyed, including but not limited storm water treatment control devices whether structural and/or non-structural in compliance with the Central Coast Regional Water Quality Control Board's Post Construction Requirements; any privately owned roads with drainage systems, privately owned streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined at 40 CFR Section 122.2, as it may be amended from time to time or not part of the City's Storm Drain System. These systems must be maintained and cleaned at least annually prior to the rainy season to prevent the discharge of any pollutant into the City's Storm Drain System.

- (p) Premises. Any building, structure, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

- (q) Storm Drain System. Publicly-owned facilities operated by the city by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the city and are not part of a publicly owned treatment works as defined at 40 CFR Section 122.2, as it may be amended from time to time.

- (r) Storm Water. Any surface flow, runoff, and drainage consisting entirely of water from rainstorm events.

- (s) Waters of the United States. Surface watercourses and water bodies as defined at 40 CFR § 122.2, as it may be amended from time to time, including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry storm water at and during all times and seasons. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.040 Applicability.

This chapter shall apply to all water entering the storm drain system generated on any developed and undeveloped lands lying within the city. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.050 Responsibility for administration.

The city engineer of the city shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the city engineer may be delegated in writing by the city engineer to persons or entities acting in the beneficial interest of or in the employ of the city. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.060 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.070 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act and Porter-Cologne Act and acts amendatory thereof or supplementary thereto, or any applicable implementing regulations. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.080 Ultimate responsibility of discharger.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This chapter shall not create liability on the part of the city, or any agent or employee thereof for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made thereunder.

All persons undertaking construction activities shall employ, to the maximum extent practicable, erosion and sediment control measures, soil stabilization measures, appropriate source control measures, pollution prevention measures, measures to prevent prohibited discharges, in general prevention construction site management practices and where applicable appropriate measures associated with dewatering activities that ensure discharges do not cause or contribute to an exceedance of the water quality standards contained in a Statewide Water Quality Control Plan, the California Toxics Rule or the Central Coast Regional Water Quality Control Board Basin Plan. (Ord. No. 2009-03, § 1, 6-16-2009) or subsequently adopted order.

These standards include the requirement that persons planning on undertaking construction activities develop, submit for review and possible approval to the City appropriate plans (i.e. Erosion and Sediment Control Plans or equivalent – “Plan”) to the satisfaction of the City prior to any activities on the site. The plan shall include appropriate site-specific construction site BMPs that meet not only all applicable Water Board regulations, but the City's construction site storm water runoff control ordinance. Erosion and sediment control plan or equivalent shall include the rationale used for selecting BMPs including supporting soil loss calculations, if necessary. The plan shall list applicable permits directly associated with grading activity, including, but not limited to the State Water Board's Construction General Permit (CGP), State Water Board 401 Water Quality Certification, U.S. Army Corps 404 permit, and California Department of Fish and Game 1600 Agreement. As a condition of any grading permit the operator shall submit evidence to the City that all permits directly associated with grading activity have been obtained prior to commencing soil disturbing activities authorized by the grading permit.

If the project requires CGP compliance including the development of a site-specific SWPPP, then at the discretion of the City an erosion and sediment control plan or equivalent may not be required. Site-specific SWPPPs must meet all applicable Water Board requirements and include provisions that ensure compliance with the City's construction site storm water runoff control ordinance. If the Plan and/or site-specific SWPPP is revised, the operator of construction activity shall submit those proposed revisions prior to implementation to the City for review, consideration and possible approval.

All required erosion and sediment control measures, soil stabilization measures, appropriate source control measures, pollution prevention measures, measures to prevent prohibited discharges, in general construction site management practices and where applicable appropriate measures associated with dewatering activities shall be implemented, maintained, cleaned, repaired or replaced as necessary per industry acceptable standards as deemed appropriate by the City.

Division II. Discharge Prohibitions

8.46.090 Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the city storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

Illegal discharges include, but are not limited to, the following list unless the discharge is permitted under a separate NPDES permit or as allowed by BMPs published or approved by the city public works department:

- (a) Water from the cleaning of gas stations, vehicle service garages, or other types of vehicle service facilities;
- (b) Water, cleansers, or solvents from the cleaning of vehicles, machinery or equipment, and other such commercial and industrial operations;
- (c) Water from the washing or rinsing of vehicles containing soap, detergents, solvents, or other cleaners;
- (d) Water from the washing or rinsing of vehicles, with or without soap, from auto body repair shops;
- (e) Water from the cleaning or rinsing of vehicle engine, undercarriage, or auto parts cleaning;
- (f) Vehicle fluids;
- (g) Mat wash and hood cleaning water from food service facilities;
- (h) Food and kitchen cleaning water from food service facilities;
- (i) Leakage from dumpsters or trash containers;
- (j) Water from the cleaning or rinsing of garbage dumpster areas and areas where garbage is stored or contained;
- (k) Water from pressure washing, steam cleaning, and hand scrubbing of sidewalks, gutters, plazas, alleyways, outdoor eating areas, steps, building exteriors, walls, driveways, and other outdoor surfaces;
- (l) Wastewater or cleaning fluids from carpet cleaning;
- (m) Swimming pool and spa water;
- (n) Wash out from concrete trucks;

- (o) Potentially contaminated runoff from areas where hazardous substances, including diesel fuel, gasoline and motor oil are stored; and
- (p) Super-chlorinated water normally associated with the disinfection of potable water systems.

The discharge of sewage or other forms of polluted water from recreational activities and from vehicles, recreational vehicles and/or boats, to the city storm drain system or watercourses is an illegal discharge and is prohibited.

Property owners or occupants are responsible to clean and abate routinely (*minimum monthly*) all illicit discharges (*i.e. fecal matter, waste matter, etcetera*) any and all discharges on and immediately off their site caused by activities or negligence on their site. Property owners must report the full tonnages and/or cubic yards removed per location (*i.e. address and/or APN*) to the City annually by July 15th for the preceding Permit Year (*i.e. July 1st – June 30th*). All reports shall be submitted to the City Engineer in a format approved by the City.

Discharges of any nature that enter the City's stormwater conveyance system (*i.e. gutters, streets storm drain inlets, underground storm drainage piping, Per Lots and etcetera*) must be fully cleaned and abated with full wash water reclaim systems upon discovery to the satisfaction of the City Engineer. This requirement applies to all utility providers (*i.e. water, waste water, telephone, cable, natural gas and etcetera*).

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- (a) Discharges from the following activities will not be considered a source of pollutants to the storm drain system and to waters of the U.S. when properly managed to ensure that no potential pollutants are present, and therefore they shall not be considered illegal discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act, or this chapter:
 - 1. Water line flushing;
 - 2. Landscape irrigation;
 - 3. Diverted stream flows;
 - 4. Rising ground waters;
 - 5. Uncontaminated ground water infiltration [as defined at 40 CFR § 35.2005(20)] to separate storm sewers;
 - 6. Uncontaminated pumped ground water;
 - 7. Discharges from potable water sources;
 - 8. Foundation drains;
 - 9. Air conditioning condensation;
 - 10. Irrigation water;
 - 11. Springs;
 - 12. Water from crawl space pumps;
 - 13. Footing drains;
 - 14. Lawn watering;

15. Individual residential car washing;
 16. Flows from riparian habitats and wetlands;
 17. Dechlorinated swimming pool discharges; and
 18. Flows from fire fighting activities.
- (b) The prohibition against illegal discharge to the storm drain system shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the city for any discharge to the storm drain system.
- (c) Written concurrence of the regional board, shall be required for the city to provide a written exemption that a non-storm water discharge does not constitute a source of pollutants to the storm drain system or waters of the U.S. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.100 Prohibition of illicit connections.

- (a) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection was first made. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.110 Waste disposal prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or water of the U.S., any pollutant, refuse, rubbish, garbage, litter, or other discarded or abandoned objects, so that the same may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles for the purposes of collection are exempted from this prohibition. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.120 Discharges in violation of industrial or construction activity NPDES storm water discharge permit.

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit is required in a form acceptable to the city engineer prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause. (Ord. No. 2009-03, § 1, 6-16-2009)

Division III. Regulations and Requirements

8.46.130 Requirement to prevent, control, and reduce storm water pollutants.

- (a) Authorization to Adopt and Impose Best Management Practices. The city may adopt, and from time to time amend, requirements identifying best management practices for activities, operations, or facilities that may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. as a separate BMP Guidance Series. BMP requirements may incorporate by reference best management practices promulgated by federal, State of California, or regional agencies. Where best management practices requirements are promulgated in the BMP Guidance Series, each person who

discharges pollutants to the storm drain system or water of the U.S., and each person owning or operating any facility that may cause such a discharge, shall comply with those BMP requirements.

- (b) **Responsibility to Implement Best Management Practices.** Notwithstanding the presence or absence of BMP requirements promulgated pursuant to subparagraphs (a), (b), (c), and (d) of this section, each person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering storm water, the storm drain system, or waters of the U.S. shall implement best management practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of each commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the city storm drain system and/or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at expense of the owner or operator.

As determined by the city manager, the city engineer will provide reports to the city council on the status of implementation of BMPs and any new BMPs to be developed for inclusion in the BMP Guidance Series.

- (c) **Construction Sites.** The city's BMP Guidance Series will include appropriate best management practices to reduce pollutants in any storm water runoff from construction activities. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this chapter and the city storm water utility ordinance.

Construction activities subject to BMP requirements shall continuously employ measures to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality, contamination, or unauthorized discharge of pollutants.

- (d) **New Development and Redevelopment.** The city's BMP Guidance Series will include appropriate best management practices to control the volume, rate, and potential pollutant load of storm water runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required in this chapter.

- (e) The submission of any building, grading and/or development applications / plans shall include adequate provisions to prevent the discharge of pollutants both on and off a construction site. At a minimum these provisions shall include: (1) for sites that include ground disturbing activities appropriate erosion and sediment control measures, and (2) soil stabilization measures; (3) where pumping of ground water may be necessary the inclusion of appropriate dewatering control measures; (4) site specific source controls to prevent the release and discharge of any pollutants; and (5) appropriate pollution prevent control measures to prevent the release and discharge of any pollutants per industry acceptable standards as deemed appropriate by the City.

- (f) All development and redevelopment projects disturbing more than 50 cubic yard or 2,500 square feet must retain 100% of all storm water runoff for the 100 year storm event in accordance with the latest City Design Standards. The project storm water retention system shall incorporate on-site stormwater management systems (*i.e. structural and/or non-structural*) to minimize runoff and pollutants and provide permanent storm drainage to control, manage, retain, treat, infiltrate and dispose of" (1) "on-site storm drainage for the Project" and (2) "ancillary street and site drainage from the adjoining streets and sites" as

stipulated in approved project plans. The design standards for storm water for the City of Marina exceeds the requirements specified in the Central Coast Regional Water Quality Control Board's adopted order R3-2013-0032.

These requirements may include a combination of structural and non-structural BMPs and may include requirements to ensure the proper long-term operation and maintenance of these BMPs. (Ord. No. 2009-03, § 1, 6-16-2009)

(g) Failure to Submit Required Reports

As a condition of development, the issuance of a conditional use permit, the issuance of a business license, many business and/or facilities must submit specified reports. The failure to submit the required reports may result in the revocation of a building permit, the suspension of a conditional use permit and/or the revocation of a business license following Notice from the City in addition to the issuance of municipal fines.

Post Construction Requirement Reporting: For sites that required the inclusion of storm water treatment control devices whether structural and/or non-structural (*Systems*) in compliance with the City's and the Central Coast Regional Water Quality Control Board's Post Construction Requirements as a condition of development the applicant and site owner agreed to submit annual reports to the City reflecting the following information:

1. MAINTENANCE: A summary of all maintenance activities performed on the Systems,
2. MONITORING: A summary of all monitoring activities performed on the Systems,
3. INSPECTIONS: A summary of all inspection activities performed on the Systems
4. CLEANINGS: A summary of all inspection activities performed on the Systems,
5. REPAIRS: A summary of all repair activities performed on the Systems,

The annual reports are to be submitted to the City in a format meeting City requirements and specifications documenting all maintenance, monitoring, inspections, cleanings and repairs made to the SYSTEM during the prior reporting period (*i.e. July 1st through June 30th annually*). The Annual Report shall be submitted to the City both electronically and in paper form by July 15th of each year. The Owner shall also at own expense meet all Water Board (*State Water Resources Control Board and Central Coast Regional Water Quality Control Board*) annual reporting requirements.

The requirements just noted are typical, but not always specified in the site Operations and Maintenance Agreement, and associated Manual.

8.46.140 Requirement to eliminate illegal discharges.

Notwithstanding the requirements of Division IV, Section 8.46.200 herein, the city engineer may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.150 Requirements of eliminate or secure approval for illicit connections.

- (a) The city engineer shall require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this chapter to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this chapter.

- (b) If, subsequent to eliminating a connection found to be in violation of this chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request city approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.160 Requirement to protect watercourses.

Every person owning or leasing property through which a watercourse passes, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner and lessee shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed from their property. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.170 Requirement to remediate.

Whenever the city engineer finds that a discharge of pollutants is taking place or has occurred which will result in or has resulted in pollution of storm water, the storm drain system, or water of the U.S., the city engineer may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Sections [8.46.220](#) through [8.46.250](#) below. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.180 Requirement to monitor and analyze.

The city engineer may require by written notice of requirement that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to storm water pollution, illegal discharges, and/or non-storm water discharges to the storm drain system or waters of the U.S., to undertake at said person's expense such monitoring and analyses and furnish such reports to the city as deemed necessary to determine compliance with this chapter. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.190 Requirement to notify of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (e.g., calling "911"). In the event of a release of non-hazardous materials, said person shall notify the city's public works department in person or by phone or facsimile no later than 5:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed, postage paid, to the city's public works department within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. A copy of such records shall be provided to the city on an annual basis. Such records shall be retained for at least three years. (Ord. No. 2009-03, § 1, 6-16-2009)

Division IV. Inspection and Monitoring

8.46.200 Authority to inspect.

The city engineer is authorized to enforce any provision of this chapter. The city engineer is authorized to request entry permission upon twenty-four hours notice, except in case of an emergency, to inspect premises, to facilitate reasonable inspection and property, and to inspect and copy records related to storm water compliance whenever the city engineer has sufficient and probable cause to believe that there exists, or potentially exists, in or upon any premises any condition that constitutes a violation of this chapter.

In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the city is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.210 Authority to sample, establish sampling devices, and test.

During any inspection as provided herein, the city engineer, or designee, may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities. (Ord. No. 2009-03, § 1, 6-16-2009)

Division V. Enforcement

8.46.220 Intervention.

The primary focus of this chapter is to reduce and control storm water impacts, and the city will use the amount of enforcement necessary to achieve compliance. Where possible the city will rely on education rather than enforcement. The city engineer may provide education programs or other informational materials that will assist in meeting the desired erosion and sedimentation controls, and other storm water management practices outcomes. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.230 Notice of violation.

Whenever the city engineer finds that a person has violated a prohibition or failed to meet a requirement of this article, the director may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of illicit connections or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
- (e) Payment of a fine to cover administrative and remediation costs; and
- (f) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work may be done by the city or a contractor designated by the city engineer and the expense thereof shall be charged to the violator pursuant to Section 8.46.320 below. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.240 Stop work order.

Whenever any activity including, but not limited to construction activity, is being done contrary to and in violation of this chapter, the city engineer may order any activity, including, but not limited to construction activity, stopped by noticing in writing, posted on the premises, or served on the responsible party. The responsible party shall forthwith stop such work until authorized by the city engineer to proceed. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.250 Administrative compliance order.

The city may issue an administrative compliance order for any violation. The order shall be in writing, specify the violation(s) and require compliance measures. The order may also include a notice of impositions of administrative civil penalty assessment for the violation. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.260 Violation.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Failure to comply with any of the requirements of this chapter shall constitute a citation may be issued to the responsible party, and shall be punishable as set forth in Marina Municipal Code Chapters 1.08 and 1.12. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.270 Compliance measures.

Compliance measures imposed to abate, remedy or remediate violations of this chapter may include, but shall not be limited to, one or more of the following, without limitation:

- (a) Cease and desist violating discharges, practices or operations;
- (b) The elimination of illicit connections or discharges;
- (c) The implementation of source control or treatment BMPs;
- (d) The performance of monitoring, analyses and reporting;
- (e) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (f) Payment of an administrative civil penalty assessment;
- (g) Payment of fees to compensate remediation costs incurred by the city or its contractors;
- (h) Payment of fees to compensate for administrative costs incurred by the city or its contractors relating to enforcement, monitoring or reporting; and
- (i) Deposit of an undertaking, or presentation of a bond to assure completion of remediation and/or compliance efforts. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.280 Notices; service.

All notices/orders shall be served: (i) by personal service; or (ii) by certified mail/return receipt requested, with a duplicate copy sent by first class mail, postage prepaid. Any notice/order served by mail shall be deemed received for purposes of time computation hereunder five calendar days after the date mailed if to an address within this state, and seven calendar days after the date mailed if to an address outside this state. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.290 Settlement of administrative civil penalty assessment.

Upon receipt of notice of administrative civil penalty assessment the alleged violator may request a conference with the city manager or designee. The city manager or designee may compromise or settle any unpaid administrative civil penalty assessment. A request to settle under this section shall not act as a stay or otherwise affect the filing or processing of an appeal under Section [8.46.300](#). (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.300 Appeal.

An affected party may appeal the determination of noncompliance or violation of provisions of this chapter, the administrative compliance order, and/or the administrative civil penalty assessment made pursuant to Section [8.46.270](#).

The notice of appeal must be received by the city manager within seven calendar days from the date of the violation determination, or from the date of the stop work order for an appeal of that order. The appeal shall state the name and address of the appellant, the name of any representative, the portion of the determination being appealed, the reason the determination is incorrect, and a statement as to what the correct determination should be. Failure to file a complete statement within the time or manner set forth shall constitute a waiver of objection and the appeal shall be dismissed. Hearing on the appeal before the city manager or his/her designee shall take place within thirty days from the date of city's receipt of the notice of appeal. At least ten days prior to the hearing, the city shall mail notice of the time and place of the hearing to the appellant. The decision of the city manager or designee shall be final. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.310 Abatement by city.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal under Section [8.46.300](#), within ten calendar days of the decision of the city manager or designee upholding the decision of the city engineer, then the city or a contractor designated by the city engineer shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or designated contractor to enter upon the premises for the purposes set forth above. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.320 Charging cost of abatement/liens.

Within thirty calendar days after abatement of the nuisance by the city, the city engineer shall notify the owner of the property of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment with the city clerk within seven calendar days. The city clerk shall set the matter for public hearing by the city council. At least ten calendar days prior to the scheduled hearing, the city shall mail notice as set forth in Section [8.46.280](#) of this chapter of the time and place of the hearing to the property owner. The decision of the city council shall be ratified by resolution and shall be final.

The amount due shall be paid within thirty calendar days of the decision of the city manager or designee or the expiration of such time as is set for payment. Thereafter, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. The city clerk shall cause an entry to be made on the tax roll opposite the description of the property, as follows: "Abating public nuisance, \$____," filling in the amount of the expense in each particular case, and the auditor/tax collector shall cause a corresponding entry to be made on the current assessment roll for the property; and thereafter before any further payment shall be received for any tax or for the redemption of said property, the cost of abating such nuisance shall first be paid. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.330 Urgency abatement.

The city engineer is authorized to require immediate urgent abatement of any violation of this chapter that constitutes an immediate threat to the health, safety or well-being of the public. If any such violation is not abated immediately as directed by the city engineer, the city is authorized to obtain an urgent judicial abatement warrant to enable entry onto private property and any and all measures required to remediate the violation. Any relief obtained under this section shall not prevent the city from seeking other and further relief authorized under this chapter. Any expense related to such remediation undertaken by the city shall be fully reimbursed by the property owner in accord with Section [8.46.290](#). (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.340 Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the city engineer may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, or other remedial activity. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.350 Violations deemed a public nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is determined to be a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored by the city at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the city. (Ord. No. 2009-03, § 1, 6-16-2009)

8.46.360 Acts potentially resulting in a violation of the Federal Clean Water Act and/or California Porter-Cologne Act.

Any person who violates any provision of this chapter or any provision of any requirement issued pursuant to it, may also be in violation of the Clean Water Act and/or the Porter-Cologne Act and may be subject to the sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this chapter shall also include written notice to the violator of such potential liability. (Ord. No. 2009-03, § 1, 6-16-2009)

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2020- RESCINDING
RESOLUTION 2020-109 IN PART TO CHANGE THE DATE AND SET THE
TIME FOR A SPECIAL MEETING TO HEAR AND CONSIDER
PRESENTATIONS BY THE APPLICANTS FOR THE CURRENTLY VACANT
SEAT ON THE CITY COUNCIL, TO RECEIVE PUBLIC COMMENT, AND TO
CONSIDER THE APPOINTMENT OF A MEMBER OF THE CITY COUNCIL TO
SERVE UNTIL THE NOVEMBER 2022 GENERAL MUNICIPAL ELECTION.**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2020-, rescinding Resolution 2020-109 in part to change the date and set the time for a special meeting to hear and consider presentations by the applicants for the currently vacant seat on the City Council, to receive public comment, and to consider the appointment of a member of the City Council to serve until the November 2022 General Municipal Election.

BACKGROUND:

Councilmember Urrutia resigned from the City Council in an email received by the Deputy City Clerk at 8:37 a.m. on the morning of Tuesday, August 18, 2020. The Councilmember's resignation was effectively immediately. At your regular meeting that same evening an item was added to the agenda, as an item for which there was a need to take immediate action and which came to the attention of the City subsequent to the agenda being posted, for the City Council to discuss and consider adoption of a resolution setting procedures to fill the vacancy created by the resignation. At that meeting the Council adopted Resolution 2020-109 which set the date of Saturday, September 19, 2020, for a special meeting to be conducted via Zoom to hear and consider presentations by the applicants for the vacant seat on the Council, to receive public comment, and to consider appointment of a member of the City Council to serve until the November 2022 General Municipal Election. (**"EXHIBIT A"**)

ANALYSIS:

The City Charter (Section 1.03) states "A vacancy in the elective office of Council Member shall be filled by appointment by the Council, such appointee to hold office until the next General Municipal Election and until a successor is elected and installed. Should the Council fail to fill any such vacancy within forty (40) days after the same occurs, then it shall be filled by appointment by the Mayor." The vacancy occasioned by Councilmember Urrutia's resignation occurred on August 18, 2020. Section 1.04.070 of the Municipal Code provides "Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is a Sunday or a holiday, in which case it shall also be excluded." Counting from August 19 the fortieth day would fall on Sunday, September 27 which would be excluded, thereby making the fortieth day after the vacancy occurred Monday, August 28, 2020. Therefore, if the City Council is to appoint a member to succeed Councilmember Urrutia it must do so on or before Monday, August 28, 2020, or that task will fall to the Mayor.

Due to conflicts brought to our attention regarding the September 19, 2020 date, we are proposing the special meeting be rescheduled to Wednesday, September 23, 2020 at 6:00pm. All City Council and council candidates are available for the September 23, 2020 date.

FISCAL IMPACT:

None.

Respectfully submitted,

Robert W. Rathie

Robert Rathie
City Attorney's Office

REVIEWED AND CONCUR

Layne Long
City Manager

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
RESCINDING RESOLUTION 2020-109 IN PART TO CHANGE THE DATE AND SET THE
TIME FOR A SPECIAL MEETING TO HEAR AND CONSIDER PRESENTATIONS BY THE
APPLICANTS FOR THE CURRENTLY VACANT SEAT ON THE CITY COUNCIL, TO
RECEIVE PUBLIC COMMENT, AND TO CONSIDER THE APPOINTMENT OF A
MEMBER OF THE CITY COUNCIL TO SERVE UNTIL THE
NOVEMBER 2022 GENERAL MUNICIPAL ELECTION

WHEREAS, the City Council finds it necessary to fill a vacancy on the City Council; and

WHEREAS, in order to fill such the vacancy in a timely manner the City Council by Resolution 2020-109 (attached) adopted a timeline and a process; and

WHEREAS, the City Council now finds it necessary to rescind resolution 2020-109 in part to change the date established by Resolution 2020-109 of September 19, 2020, and to set a new date and to establish the hour at which the City Council will hear presentations by the applicants, receive comments from members of the public, and consider appointment of a member of the City Council to serve until the General Municipal Election in November 2022.

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

1. Paragraph 4 of Resolution 2020-109 is rescinded in its entirety and is revised to read as follows:

“4. Applications shall be provided to the City Council on Tuesday, September 8, 2020, and a City Council special meeting via Zoom shall be set for September 23, 2020, to convene at 6:00 P.M.”

2. Paragraph 5 of Resolution 2020-109 is rescinded in its entirety and is revised to read as follows:

“5. Applicants are invited to attend the City Council meeting via Zoom on September 23, 2020, at 6:00 P.M., and make presentations in support of their application of up to ten minutes. The City Council may ask questions of the applicant, with no time limit set for the question period.”

10. As to Paragraphs 4 and 5 of Resolution 2020-109, this Resolution rescinds and supersedes Resolution 2020-109 adopted on August 18, 2020, addressing the same subject matter. The remainder of Resolution 2020-109 is not altered and shall continue in full force and effect.

PASSED AND ADOPTED by the City Council of Marina at a regular meeting duly held on September 15, 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

RESOLUTION NO. 2020-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE PROCESS TO FILL CITY COUNCIL VACANCY

WHEREAS, the City Council finds it necessary to fill a vacancy on the City Council, and;

WHEREAS, in order to fill such a vacancy in a timely manner the City Council desires to adopt a timeline and process, and:

WHEREAS, the City of Marina has transitioned to District Voting, but may legally appoint the vacancy from the City at-large.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Marina, that the following timeline and process be used to fill the City Council vacancy:

1. Filing period from: (dates): Monday, August 24, 2020 to 4:00 p.m., Monday, September 7, 2020.
2. The application shall include the same information as is used on the application for appointment to a City commission. The Deputy City Clerk shall format an application which includes the same and make it available to the public on the City's website and to any individual who request the application by e-mail or by mail or otherwise. The applications, as submitted, shall be made available for public review on the City's web-site.
3. Persons from the City of Marina (At Large) shall be invited to apply to the Deputy City Clerk, by e-mail or as necessary, during the application period, up until 3:59 p.m. on the last day of the application period.
4. Applications shall be provided to the City Council on Tuesday, September 8, 2020, and a City Council special meeting via Zoom shall be set for Saturday, September 19, 2020.
5. Applicants are invited to attend the City Council meeting, via Zoom on September 19, 2020, and make presentations in support of their application, of up to ten minutes. The City Council may ask questions of the applicant, with no time limit set for the question period.
6. The Public will be allowed public comment, after all of the applicants have made their presentations and have been questioned by the City Council. Public Comment will be limited to four minutes per person.
7. Upon the conclusion of the Public Comment Period, the City Council shall commence voting by email ballot sent to the Deputy City Clerk. Each ballot must be identified as being submitted by the voting Council Member, will be available for viewing by the public after the vote and will become part of the public record.
8. Ballots will be counted by the Deputy City Clerk, who will announce the votes for each applicant. Balloting will continue until an applicant receives a majority vote.

Resolution No. 2020-109

Page Two

9. Following the official canvas of ballots, the new City Council member will be sworn into office and will serve until November 2022.

10. This Resolution rescinds and supersedes Resolution 2020-103 of August 5, 2020, addressing the same subject matter.

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

AYES: COUNCIL MEMBERS: Berkley, 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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
September 15, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONVEYANCE AGREEMENT AND CORRESPONDING QUITCLAIM
DEEDS WITH MONTEREY COUNTY RECEIVING OWNERSHIP
TRANSFER OF 177 ACRES OF LAND PARCELS COLLECTIVELY
KNOWN AS “LANDFILL BORDER PARCELS”; LOCATED ON IMJIN
PARKWAY ON THE FORMER FORT ORD FROM MONTEREY
COUNTY TO THE CITY OF MARINA, WHICH TRANSFER INCLUDES
10 ACRE FEET OF WATER RIGHTS KNOWN AS MARINA (SPHERE)
WATER,**

**ACCEPTING DISGNATION THAT THE CITY OF MARINA WILL
RECEIVE FROM THE UNITED STATES ARMY 164 ACRES OF LAND
COLLECTIVELY KOWN AS THE “LANDFILL SITE” LOCATED ON
IMJIN PARKWAY.**

**AUTHORIZE THE CITY MANAGER TO EXECUTE A
SUPPLEMENTAL AGREEMENT ACCEPTING \$300,000 HABITAT
CONSERVATION PLAN MONIES FOR HABITAT MANAGEMENT**

REQUEST:

It is requested the City Council consider:

1. Adopting Resolution No. 2020-, Authoring the City Manager to execute a conveyance agreement and corresponding quitclaim deeds with Monterey County receiving ownership transfer of 177.1 acres totaling six parcels, identified as Assessor’s Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, 031-101-058, collectively known as the “Landfill Border Parcels Site, located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina; which transfer includes 10 acre feet of water rights known as Marina (Sphere) water; conditioned upon approval of the Supplemental Agreement with Monterey County.
2. Approving designation from the County that the City of Marina receive from the United States Army: a) 164 acres of land over two parcels, identified as Assessor’s Parcel Numbers 031-101-057 and 031-101-067, collectively known as the “Landfill Site” located on Imjin Parkway; b) 3.1 acres consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2, known as the Imjin Parkway E4.7.2 Road Right-of-Way Parcel; conditioned upon approval of the Supplemental Agreement with Monterey County.
3. Authorize the City Manager to execute a Supplemental Agreement accepting from Monterey County \$300,000 in habitat conservation plan monies for habitat management after it is approved by the County Board of Supervisors and reviewed by the City Attorney.

BACKGROUND:

Pursuant to the Base Reuse Plan and the Monterey County Implementation Agreement, FORA conveyed by quitclaim deed the above listed parcels to the Successor Agency to the Redevelopment Agency of the County of Monterey (SARDA) between September 2006 and July 2007. SARDA then conveyed these parcels by quitclaim deed to the County by operation of law under the Dissolution Act between August 2016 and December 2019 pursuant to the Long Range Property Management Plan. The parcels constitute property commonly referred to as Landfill Border Parcels Site on the former Fort Ord. The Landfill Border Parcels contain some developable areas as well as land available for widening of Imjin Parkway, with the majority of land available for open space, habitat, and environmental mitigation.

Pursuant to the Base Reuse Plan and County Implementation Agreement, the Army will convey by quitclaim deed two Army parcels on the former Fort Ord commonly known as Landfill and a parcel known as Imjin Parkway E4.7.2 Road Right-of-Way parcel when cleanup of contaminants is completed on the site.

The County of Monterey desires to transfer and the City of Marina wishes to accept a no cost land transfer of these parcels under the terms and conditions set forth in the attached Conveyance Agreement and the terms of the Supplemental Agreement.

ANALYSIS:

The attached **EXHIBIT A** is the County Board of Supervisors Board approval of the Conveyance Agreement including their staff reports, deeds and maps.

The County Board of Supervisors will also be approving a Supplemental Agreement allocating \$300,000 from their Habitat Conservation Plan fund monies to the City of Marina for habitat management. The agreement will be approved by the Board of Supervisors at a meeting later this month. Staff is requesting authority to execute this agreement, after review and approval by the City Attorney. A draft of this agreement should be available prior to the City Council meeting on Tuesday.

The Conveyance Agreement provides for the prompt annexation of the Landfill Boarder Site and Landfill Site properties; equal sharing of the costs associated with the annexation by the City and County, allocation of all property tax after annexation pursuant to City of Marina Resolution No. 81-25 and Monterey County Board of Supervisors Resolution No. 80-249; and good-faith negotiations with the current tenant operating the Ord Market for a right of first refusal to develop the property, within parameters of land use approvals.

Lease revenue of approximately \$11,000 per month from the Ord Market property will come to the City General Fund. There is approximately 21 acres of land designated around Ord Market for possible future development. When the property is annexed into the City, the City will also start receiving sales tax revenue generated by the property.

The consideration for the County transferring these properties to the City includes, but is not limited to the City accepting responsibility for maintenance costs including open space/habitat management for the parcels; and the City assuming any potential liability for the Landfill Border and Landfill site. In fair exchange for the City accepting this property, the City obtains the rights to develop and/or sell the properties including the Ord Market parcels.

The Landfill Border and Landfill Site are subject to the 1000-foot closed landfill buffer zone and Department of Toxic Substances Control Land Use Covenant related to contaminated groundwater and methane recovery zone. The Army is responsible for all clean up both current and future of

this site and any future liability associated with contaminants on this site. The Landfill Site will not be transferred by the Army until all contaminants and required cleanup are completed.

The Landfill Border parcels are subject to numerous restrictions related to habitat management and are important to habitat preservation, management, open space provisions and other related environmental policies and restrictions. These parcels can also be important parcels for future habitat mitigation from other properties owned by the City of Marina.

There are several parcels that are critical for the Imjin widening project. These parcels must be transferred to the City before October 5, 2020 in order for the City to qualify for State funds for the Imjin widening project.

Approximately 227 acres of this property will need to be maintained under a Habitat Management Plan. The City will have to develop a Habitat Management Resource Plan and provide annual habitat monitoring, management, and maintenance of these parcels. This will be funded by various options including agreements with developers utilizing alternate FORA CFD revenues.

FISCAL IMPACT:

The County will be allocating \$300,000 to the City of Marina for habitat management of the parcels. The remaining habitat management costs will need to be funded by developers and HCP funds received by the City from FORA.

Additionally, the City will receive about \$132,000 annually in Ord Market lease revenue and property tax and sales tax revenue after the property is annexed into the City.

CONCLUSION:

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

Respectfully submitted,

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONVEYANCE AGREEMENT AND CORRESPONDING QUITCLAIM DEEDS WITH MONTEREY COUNTY RECEIVING OWNERSHIP TRANSFER OF 177.1 ACRES TOTALING SIX PARCELS, IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, 031-101-058, COLLECTIVELY KNOWN AS THE "LANDFILL BORDER PARCELS SITE, LOCATED ON IMJIN PARKWAY ON THE FORMER FORT ORD FROM THE COUNTY OF MONTEREY TO THE CITY OF MARINA; WHICH TRANSFER INCLUDES 10 ACRE FEET OF WATER RIGHTS KNOWN AS MARINA (SPHERE) WATER; CONDITIONED UPON APPROVAL OF THE SUPPLEMENTAL AGREEMENT WITH MONTEREY COUNTY; AND APPROVING DESIGNATION FROM THE COUNTY THAT THE CITY OF MARINA RECEIVE FROM THE UNITED STATES ARMY: A) 164 ACRES OF LAND OVER TWO PARCELS, IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 031-101-057 AND 031-101-067, COLLECTIVELY KNOWN AS THE "LANDFILL SITE" LOCATED ON IMJIN PARKWAY; B) 3.1 ACRES CONSISTING OF ONE PARCEL, IDENTIFIED AS ARMY CORPS OF ENGINEERS PARCEL NUMBER E4.7.2, KNOWN AS THE IMJIN PARKWAY E4.7.2 ROAD RIGHT-OF-WAY PARCEL; CONDITIONED UPON APPROVAL OF THE SUPPLEMENTAL AGREEMENT WITH MONTEREY COUNTY; AUTHORIZE THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT ACCEPTING FROM MONTEREY COUNTY \$300,000 IN HABITAT CONSERVATION PLAN MONIES FOR HABITAT MANAGEMENT AFTER IT IS APPROVED BY THE COUNTY BOARD OF SUPERVISORS AND REVIEWED BY THE CITY ATTORNEY

WHEREAS, pursuant to the Base Reuse Plan and the Monterey County Implementation Agreement, FORA conveyed by quitclaim deed the above listed parcels to the Successor Agency to the Redevelopment Agency of the County of Monterey (SARDA) between September 2006 and July 2007. SARDA then conveyed these parcels by quitclaim deed to the County by operation of law under the Dissolution Act between August 2016 and December 2019 pursuant to the Long-Range Property Management Plan, and;

WHEREAS, pursuant to the Base Reuse Plan and County Implementation Agreement, the Army will convey by quitclaim deed two Army parcels on the former Fort Ord commonly known as Landfill and a parcel known as Imjin Parkway E4.7.2 Road Right-of-Way parcel when cleanup of contaminants is completed on the site, and;

WHEREAS, The County of Monterey desires to transfer and the City of Marina wishes to accept a no cost land transfer of these parcels under the terms and conditions set forth in the attached Conveyance Agreement and the terms of the Supplemental Agreement, and;

WHEREAS, The Conveyance Agreement provides for the prompt annexation of the Landfill Boarder Site and Landfill Site properties; equal sharing of the costs associated with the annexation by the City and County, allocation of all property tax after annexation pursuant to City of Marina Resolution No. 81-25 and Monterey County Board of Supervisors Resolution No. 80-249; and good-faith negotiations with the current tenant operating the Ord Market for a right of first refusal to develop the property, within parameters of land use approvals

WHEREAS, the attached Exhibit A is the County Board of Supervisors Board approval of the Conveyance Agreement including their staff reports, deeds and maps

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

1. Adopting Resolution No. 2020-, Authoring the City Manager to execute a conveyance agreement and corresponding quitclaim deeds with Monterey County receiving ownership transfer of 177.1 acres totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, 031-101-058, collectively known as the "Landfill Border Parcels Site, located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina; which transfer includes 10 acre feet of water rights known as Marina (Sphere) water; conditioned upon approval of the Supplemental Agreement with Monterey County;
2. Approving designation from the County that the City of Marina receive from the United States Army: a) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site" located on Imjin Parkway; b) 3.1 acres consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2, known as the Imjin Parkway E4.7.2 Road Right-of-Way Parcel; conditioned upon approval of the Supplemental Agreement with Monterey County;
3. Authorize the City Manager to execute a Supplemental Agreement accepting from Monterey County \$300,000 in habitat conservation plan monies for habitat management after it is approved by the County Board of Supervisors and reviewed by the City Attorney

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 15th day of September 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

MONTEREY COUNTY

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
 1441 Schilling Place, South 2nd Floor (831)755-4800
 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



RECEIVED

MAY 04 2020

APRIL 27, 2020

BY: _____

MR LAYNE LONG
 CITY MANAGER
 CITY OF MARINA
 211 HILLCREST AVE
 MARINA CA 93933

MR. LAYNE LONG:

**SUBJECT: ORIGINAL CONVEYANCE AGREEMENT & QUITCLAIM DEED FOR
 TRANSFER OF FORT ORD LANDFILL BORDER PARCEL SITE,
 LANDFILL SITE, & IMJIN PARKWAY E4.7.2 ROAD RIGHT-OF-WAY
 PARCEL TO THE CITY OF MARINA**

This letter serves as transmittal for the subject documents that we have negotiated.

On April 21, 2020, at its regularly scheduled meeting, the Monterey County Board of Supervisors adopted a resolution approving the following actions:

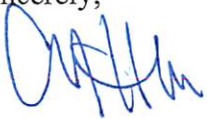
- 1) Approving and authorizing the Resource Management Director to execute the Conveyance Agree and corresponding Quitclaim Deed to transfer to transfer ownership of 177.1 acres of land over six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058, collectively known as the "Landfill Border Parcels Site", located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina, and finding that the properties being transferred are "exempt surplus land" pursuant to Government Code section 54221(f)(1)(D);
- 2) Designating that the City of Marina receive from the Fort Ord Reuse Authority or the United States Army: 1) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site," located on Imjin Parkway on the former Fort Ord, and 2) 3.1 acres of land over one parcels, identified as Army Corp of Engineers Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the "Imjin Parkway E4.7.2 Road Right-of-Way Parcel," located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord; and

3) Finding that the actions to transfer ownership of the Landfill Border Parcels Site and to designate the Landfill Site and Imjin Parkway E4.7.2 Road Right-of-Way Parcels are categorically exempt pursuant to the California Environmental Quality Act Guidelines, Sections 15305, 15308, and 15061(b)(3), of the California Code of Regulations.

The Conveyance Agreement and Quitclaim Deed have been executed by the County and are provided herein.

Monterey County requests that the City of Marina return one certified copy of the recorded document. Please send it to the attention of Melanie Beretti/Resource Management Agency/1441 Schilling Pl South FL2/Salinas CA 93901-4527.

Sincerely,



CARL P. HOLM, AICP
RESOURCE MANAGEMENT AGENCY DIRECTOR

CPH:reh

cc: Melanie Beretti, RMA Property Administration/Special Programs Manager

Enclosures

4/21/20 Board Report

4/21/20 Completed Board Resolution

Original Conveyance Agreement executed by County of Monterey

Original Quitclaim Deed executed by County of Monterey

Preliminary Change of Ownership Report



Monterey County

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Board Report

Legistar File Number: RES 20-054

April 21, 2020

Introduced: 4/14/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

Adopt a resolution:

- 1) Approving and authorizing the Resource Management Agency Director to execute a Conveyance Agreement and corresponding Quitclaim Deed to transfer ownership of 177.1 acres totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058, collectively known as the "Landfill Border Parcels Site," located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina, and finding that the properties being transferred are "exempt surplus land" pursuant to Government Code section 54221(f)(1)(D);
- 2) Designating that the City of Marina receive from the Fort Ord Reuse Authority or the United States Army: a) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site," located on Imjin Parkway on the former Fort Ord, and b) 3.1 acres consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the "Imjin Parkway E4.7.2 Road Right-of-Way Parcel," located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord; and
- 3) Finding that these actions are categorically exempt pursuant to the California Environmental Quality Act Guidelines, Sections 15305, 15308, and 15061(b)(3), of the California Code of Regulations.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution:

- 1) Approving and authorizing the Resource Management Agency Director to execute a Conveyance Agreement and corresponding Quitclaim Deed to transfer ownership of 177.1 acres totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058, collectively known as the "Landfill Border Parcels Site," located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina, and finding that the properties being transferred are "exempt surplus land" pursuant to Government Code section 54221(f)(1)(D);
- 2) Designating that the City of Marina receive from the Fort Ord Reuse Authority or the United States Army: a) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site," located on Imjin Parkway on the former Fort Ord, and b) 3.1 acres consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the "Imjin Parkway E4.7.2 Road Right-of-Way Parcel," located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord; and
- 3) Finding that these actions are categorically exempt pursuant to the California Environmental Quality Act Guidelines, Sections 15305, 15308, and 15061(b)(3), of the California Code of Regulations.

SUMMARY:

Approval of the recommended actions will transfer ownership of 177.1 acres of land, totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058 (collectively known as the *Landfill Border Parcels Site*), located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina (City)) and designate that the City receive from the Fort Ord Reuse Authority or United States Army: 1) 164 acres of land totaling two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the *Landfill Site*, located on Imjin Parkway on the former Fort Ord; and 2) 3.1 acres of land totaling one parcel, identified as Army Corps of Engineers' Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the *Imjin Parkway E4.7.2 Road Right-of-Way Parcel*, located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord pursuant to the Base Reuse Plan and County Implementation Agreement.

DISCUSSION:

The Fort Ord Reuse Authority (FORA) was created under Title 7.85 of the California Government Code, and is a regional agency established under Section 67650 to plan, facilitate, and manage the transfer of former Fort Ord property from the United States Army (Army) to the governing local jurisdictions or their designee(s).

In June 1997, FORA adopted the Fort Ord Base Reuse Plan (Base Reuse Plan) governing the transfer of properties to local jurisdictions, and the use and development of properties thereon. On May 1, 2001, FORA and the City entered into an Implementation Agreement (City Implementation Agreement) respecting the implementation of the Base Reuse Plan with respect to properties identified to be transferred to the City or designee.

On May 8, 2001, FORA and the County entered into an Implementation Agreement (County Implementation Agreement) respecting the implementation of the Base Reuse Plan with respect to properties identified to be transferred to the County or designee.

The Successor Agency to the Redevelopment Agency of the County of Monterey (SARDA) is an agency created pursuant to the "Dissolution Act," a portion of the Community Redevelopment Law of the State of California, commencing with Health and Safety Code section 33000, *et seq.* Pursuant to the Dissolution Act, SARDA has succeeded to the rights and obligations of the former Redevelopment Agency of the County of Monterey.

FORA has already received, or will soon receive, fee title to certain land parcels of the former Fort Ord from the Army pursuant to the Base Reuse Plan.

Pursuant to the Base Reuse Plan and the County Implementation Agreement, FORA conveyed by quitclaim deed the following parcels of FORA property to SARDA between September 2006 and July 2007. SARDA then conveyed these parcels by quitclaim deed to the County by operation of law under the Dissolution Act between August 2016 and December 2019 pursuant to the Long Range Property Management Plan:

Army Corps of Engineers (ACOE)

APN: 031-101-039 (ACOE Parcel No. E8a.1.2)

APN: 031-101-040 (ACOE Parcel No. E8a.1.3)

APN: 031-101-041 (ACOE Parcel No. E8a.1.4)

APN: 031-101-042 (ACOE Parcel No. E8a.1.5)

APN: 031-101-056 (ACOE Parcel No. E8a.1.1.2)

APN: 031-101-058 (ACOE Parcel No. E4.6.2)

The above parcels constitute the property commonly referred to as *Landfill Border Parcels Site* on the former Fort Ord and described in Attachment A. The *Landfill Border Parcels Site* contains some developable areas as well as land available for the widening of Imjin Parkway, and land available for open space, habitat, and environmental mitigation.

Pursuant to the Base Reuse Plan and County Implementation Agreement, FORA or the Army will convey by quitclaim deed two Army parcels on the former Fort Ord commonly known as *Landfill Site*, described in Attachment B, to the County or designee:

APN: 031-101-057 (ACOE Parcel No. E8a.1.1.1)

APN: 031-101-067 (ACOE Parcel No. E8a.2)

Also pursuant to the Base Reuse Plan and County Implementation Agreement, FORA or the Army will convey by quitclaim deed one (1) Army parcel on the former Fort Ord commonly known as *Imjin Parkway E4.7.2 Road Right-of-Way Parcel*, described in Attachment C, to the County or designee:

ACOE Parcel No. E4.7.2 (no APN)

The City wishes to acquire the *Landfill Border Parcels Site*, *Landfill Site*, and *Imjin Parkway E4.7.2 Road Right-of-Way Parcel*. The County is willing to convey the three Sites under the terms and conditions set forth in the Conveyance Agreement (Attachment D) and Quitclaim Deed (Attachment E).

The Conveyance Agreement provides for: prompt annexation of the *Landfill Border Parcels Site*, *Landfill Site*, and *Imjin Parkway E4.7.2 Road Right-of-Way Parcel* by the City; equal sharing of costs associated with the said annexation; allocation of all property tax after annexation pursuant to Monterey County Board of Supervisors Resolution No. 80-249 and City of Marina Resolution No. 81-25; and good-faith negotiations with the current tenant operating as Ord Market, Inc. on ACOE Parcels E8a.1.2 and E4.6.2 (collectively known as Ord Market Parcels) for a *right of first refusal* to develop the property, within parameters of land use approvals.

The consideration for the County transferring these properties to the City includes, but is not limited to: City responsibility for maintenance costs including open space/habitat management for ACOE Parcels E8a.1.3, E8a.1.4, E8a.1.5, and E8a.1.1.2; the requirement for paying fair share costs to FORA

through the City's implementation agreement with FORA; and the City assuming liability for the *Landfill Border Parcels Site*, *Landfill Site* which is a superfund site, and *Imjin Parkway E4.7.2 Road Right-of-Way Parcel* (when transferred from FORA or Army). In fair exchange, the City obtains the rights to develop and/or sell the properties including the Ord Market Parcels.

The Landfill Border Parcels Site and Landfill Site are subject to the 1000-foot Closed Landfill Buffer Zone and Department of Toxic Substances Control Land Use Covenant related to contaminated groundwater and methane recovery zone. Parcels E8a.1.3, 1.4, 1.5, and E8a.1.1.2 are subject to numerous restrictions related to habitat management, and have been determined to be critical to implementation of the base-wide habitat preservation, management, and open space provisions of the adopted Base Reuse Plan and related environmental policies and restrictions. These encumbrances and condition of the properties negatively affect their value and, where applicable, development potential. In 2009, the 1.7-acre "development" portion of parcel E8a.1.4 was included in a proposed 58-acre light industrial subdivision and development project known as Whispering Oaks. The Monterey County Board of Supervisors denied this project, and no other development project has been proposed since that time.

The California Environmental Quality Act (CEQA) Guidelines, Sections 15305, 15308, and 15061(b) (3), of the California Code of Regulations establish exemptions for projects such as this, where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, and projects consisting of minor alterations in land use limitations that do not result in changes to land use or density.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel approved the Conveyance Agreement and Quitclaim Deed as to form. FORA concurs with the County's conveyance of the Landfill Border Parcels Site to the City. The Conveyance Agreement and Quitclaim Deed will be submitted to the City for acceptance by the City Council upon approval by the County.

FINANCING:

Staff time to prepare this report, Conveyance Agreement, and Quitclaim Deed is funded as part of the FY 2019-20 Adopted Budget for Redevelopment Obligation Retirement Fund 406, Appropriation Unit RMA109. Upon transfer of title, all costs relating to operation and maintenance of the Landfill Border Parcels Site become the responsibility of the City. Property tax allocation will be pursuant to the exhibits C and D in the Conveyance Agreement; and the monthly Ord Market lease payment (\$10,885) is thereafter paid to the City.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Approval of the Conveyance Agreement and corresponding Quitclaim Deed conveying the *Landfill Border Parcels Site* and dedicating the *Landfill Site* and *Imjin Parkway E4.7.2 Road Right-of-Way Parcel* to the City supports the Board of Supervisors' Economic Development Strategic Initiative by facilitating implementation to further redevelop the former Fort Ord.

- ☒ Economic Development
- ☐ Administration
- ☐ Health & Human Services
- ☐ Infrastructure
- ☐ Public Safety

Prepared by: George K. Salcido, RMA Real Property Specialist (831) 755-4859

Reviewed by: Melanie Beretti, RMA Property Administration/Special Programs Manager

Reviewed by: Shawne Ellerbee, RMA Deputy Director of Administrative Services 

Approved by: Carl P. Holm, AICP, RMA Director

Attachments:

Attachment A-Landfill Border Parcels Site Detail

Attachment B-Landfill Site Detail

Attachment C-Imjin Parkway E4.7.2 Road Right-of-Way Parcel

Attachment D-Draft Conveyance Agreement

Attachment E-Draft Quitclaim Deed

Attachment F-Location Map

Attachment G-Draft Resolution

(Attachments are on file with the Clerk of the Board)

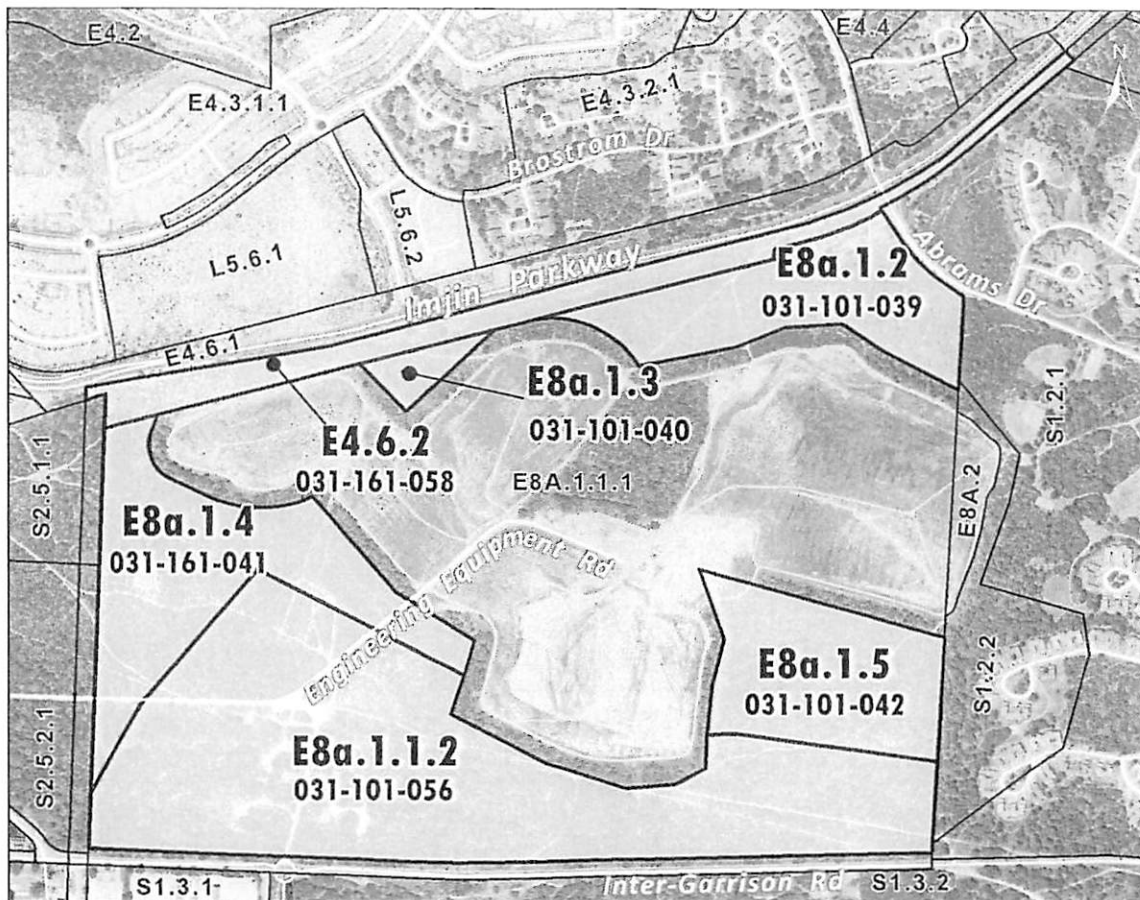
Attachment A

1. The first part of the document is a list of the names of the people who were present at the meeting.

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Landfill Border Parcels Site Detail

APN 031-101-039	E8a.1.2	21.3 acres	Planned Develop Mixed Use (Ord Market)
APN 031-101-040	E8a.1.3	2.7 acres	Habitat Reserve
APN 031-101-041	E8a.1.4	30.4 acres	Planned Develop Mixed Use; Habitat Reserve
APN 031-101-042	E8a.1.5	21.4 acres	Habitat Reserve
APN 031-101-056	E8a.1.1.2	85.0 acres	Planned Develop Mixed Use; Habitat Reserve
APN 031-101-058	E4.6.2	<u>16.3 acres</u>	Imjin Parkway widening
Total		177.1 acres	



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Attachment B

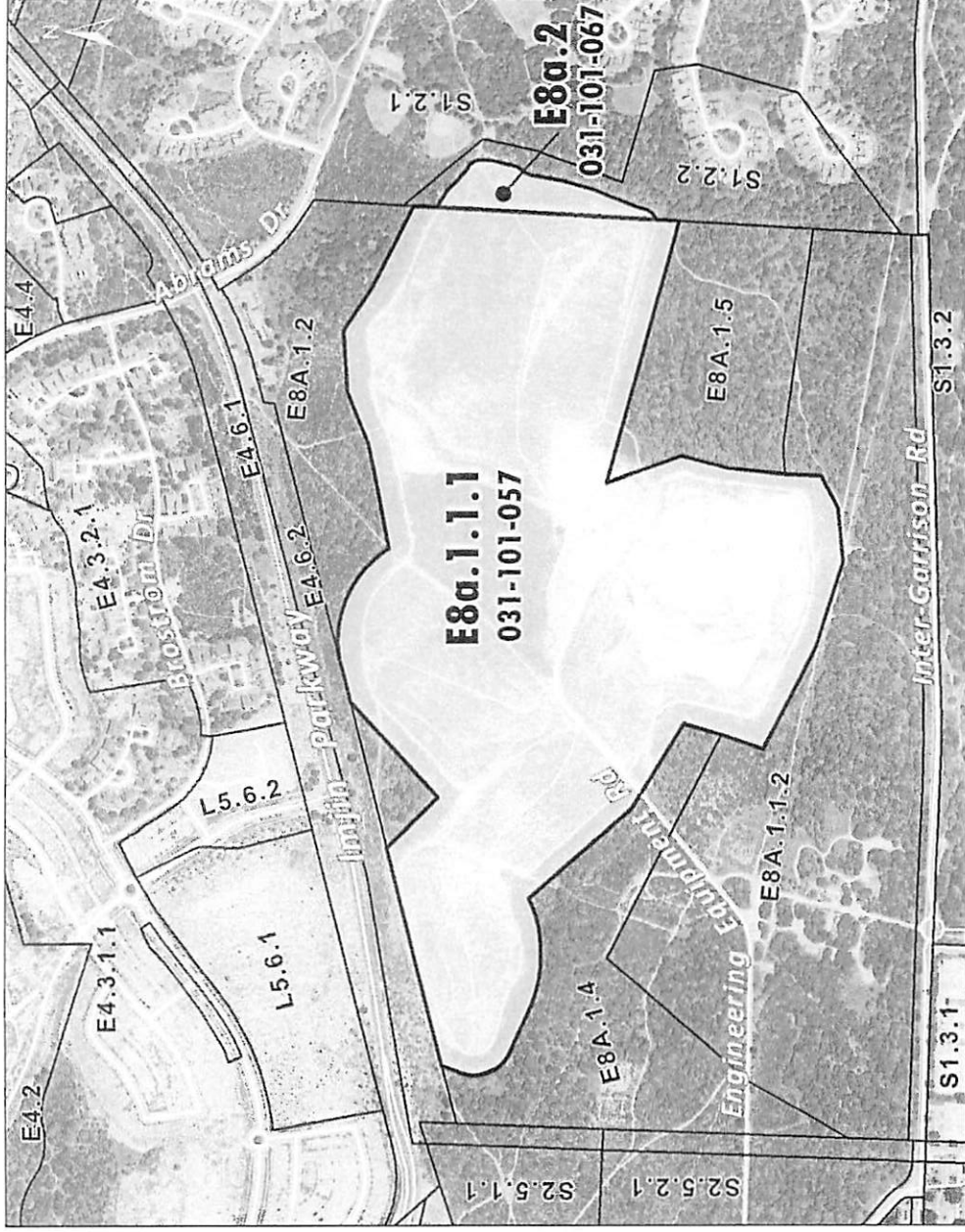
2000-2001

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Landfill Site Detail

APN 031-101-057	E8a.1.1.1	160 acres	Closed Landfill (currently Army owned)
APN 031-101-067	E8a.2	<u>4 acres</u>	Closed Landfill (currently Army owned)

Total 164 acres



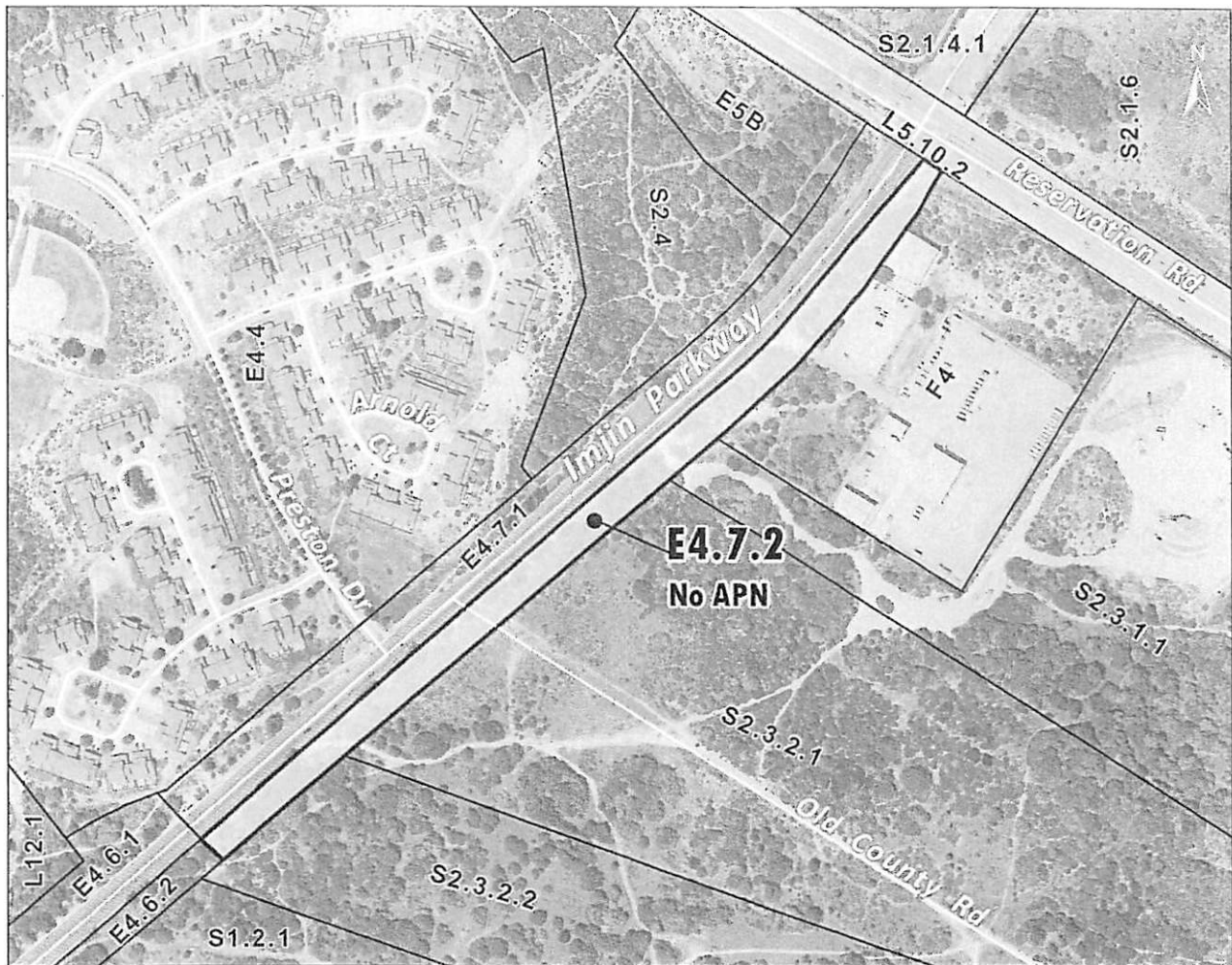
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Attachment C

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Imjin Parkway E4.7.2 Road Right-of-Way Parcel Detail

no APN E4.7.2 3.1 acres Road Right of Way (currently Army owned)



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Attachment F

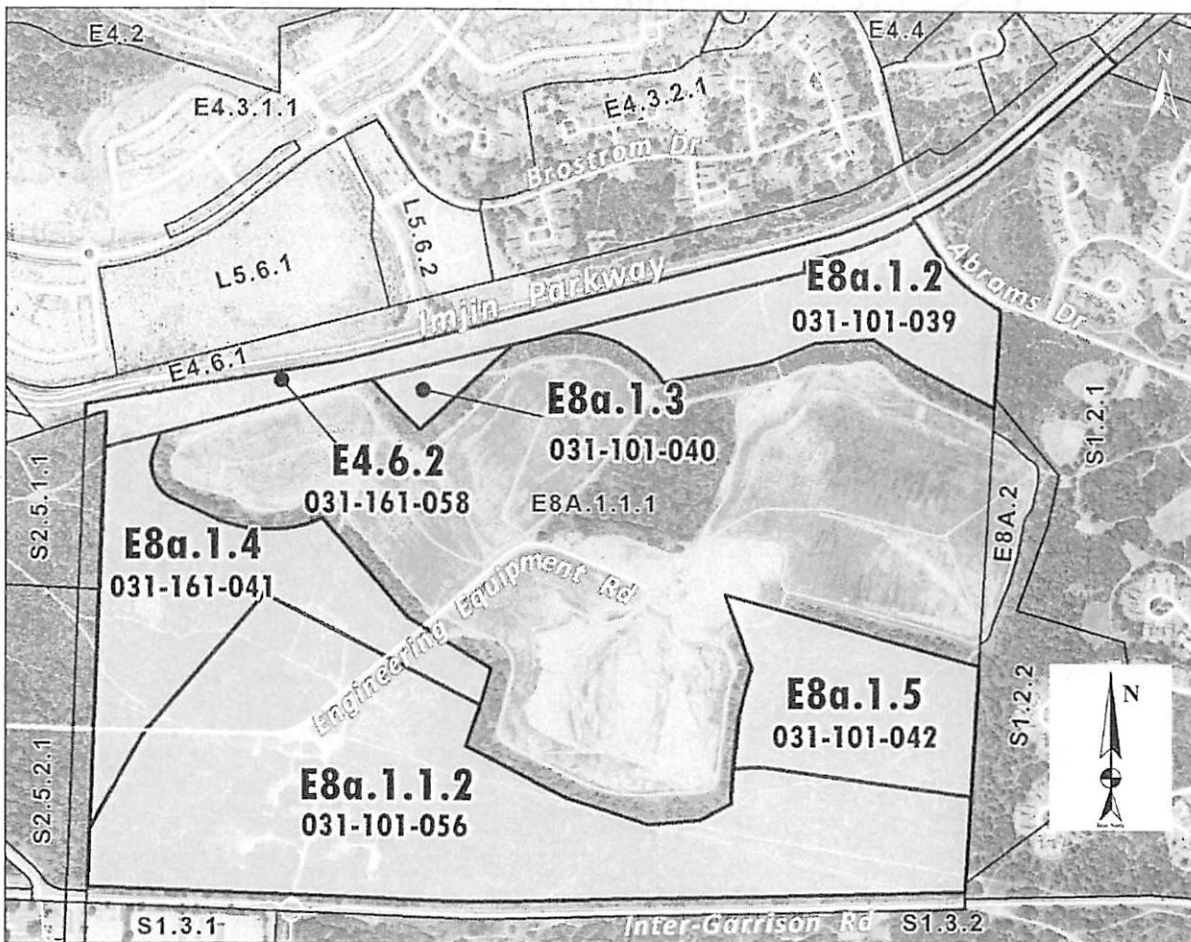
CONFIDENTIAL - ATTORNEY WORK PRODUCT

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LOCATION MAP

Landfill Border Parcels conveyance to the City of Marina

Imjin Parkway and Abrams Road on the former Fort Ord, Marina



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Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor, seconded by Supervisor to:

Adopted Resolution No. 20-102:

- 1) Approving and authorizing the Resource Management Agency Director to execute a Conveyance Agreement and corresponding Quitclaim Deed to transfer ownership of 177.1 acres totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058, collectively known as the "Landfill Border Parcels Site," located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina, and finding that the properties being transferred are "exempt surplus land" pursuant to Government Code section 54221(f)(1)(D);
- 2) Designating that the City of Marina receive from the Fort Ord Reuse Authority or the United States Army:
 - a) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site," located on Imjin Parkway on the former Fort Ord, and
 - b) 3.1 acres consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the "Imjin Parkway E4.7.2 Road Right-of-Way Parcel," located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord; and
- 3) Finding that these actions are categorically exempt pursuant to the California Environmental Quality Act Guidelines, Sections 15305, 15308, and 15061(b)(3), of the California Code of Regulations.

PASSED AND ADOPTED on this 21st day of April 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 21, 2020.

Dated: April 22, 2020
File ID: RES 20-054
Agenda Item No.: 50

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


JOEL PABLO
DEPUTY

*Before the Board of Supervisors in and for the
County of Monterey, State of California*

Resolution No. 20-102

Resolution of the Monterey County Board of Supervisors:

- a) Approving and authorizing the Resource Management Agency Director to execute a Conveyance Agreement and corresponding Quitclaim Deed to transfer ownership of 177.1 acres of land totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058, collectively known as the "Landfill Border Parcels Site," located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina, and finding that the properties being transferred are "exempt surplus land" pursuant to Government Code section 54221(f)(1)(D);
- b) Designating that the City of Marina receive from the Fort Ord Reuse Authority or the United States Army: 1) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site," located on Imjin Parkway on the former Fort Ord, and 2) 3.1 acres of land consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the "Imjin Parkway E4.7.2 Road Right-of-Way Parcel," located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord;
- c) Finding that these actions are categorically exempt pursuant to the California Environmental Quality Act Guidelines, Sections 15305, 15308, and 15061(b)(3), of the California Code of Regulations

Having considered all the written and documentary evidence, the administrative record, the staff report, and other evidence presented, the Monterey County Board of Supervisors hereby finds and decides as follows:

RECITALS

WHEREAS, the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), does hereby remise, release, and forever quitclaim "as is" to the City of Marina (City) all its rights, title, and interests in the real property situated in the County of Monterey, State of California;

WHEREAS, approval of this "as is" conveyance will provide City ownership of 177.1 acres of land over six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058, collectively known as the "Landfill Border Parcels Site," located on Imjin Parkway on the former Fort Ord pursuant to the terms of the Conveyance Agreement;

WHEREAS the County also wishes to designate that the City receive from the Fort Ord Reuse Authority or United States Army: 1) 164 acres of land totaling two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the *Landfill Site*, located on Imjin Parkway on the former Fort Ord, and 2) 3.1 acres of land totaling one parcel, identified as Army Corps of Engineers' Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the *Imjin Parkway E4.7.2 Road Right-of-Way Parcel*, located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord Pursuant to the Base Reuse Plan and County Implementation Agreement;

WHEREAS, the actions to transfer ownership of the Landfill Border Parcels Site and to designate the Landfill Site and Imjin Parkway E4.7.2 Road Right-of-Way Parcels to the City of Marina are categorically exempt pursuant to the California Environmental Quality Act Guidelines, Sections 15305, 15308, and 15061(b)(3), of the California Code of Regulations;

WHEREAS, these actions support the Board of Supervisors' Economic Development Strategic Initiative by facilitating implementation to further redevelop the former Fort Ord;

WHEREAS, the real properties being transferred in this action are "exempt surplus property" pursuant to Government Code section 54221(f)(1)(D) because this is a property transfer from one local agency to another local agency, and notice requirements under subparagraph (2) of that same section and section 54222 do not apply; and

WHEREAS these actions are categorically exempt from CEQA pursuant to Title 14 of the California Code of Regulations sections 15305, 15308, and 15061(b)(3), because 1) the average slope on the properties is less than 20 percent (20%), and there is no change in land use or density; 2) the transferred lands include lands to be preserved as habitat mitigation; and 3) there are no reasonably foreseeable significant environmental impacts which will occur as a result of this transfer because any future development of these properties will be a discretionary action subject to CEQA.

DECISION

NOW, THEREFORE, BE IT RESOLVED THAT:

- a) The Board of Supervisors approves and authorizes the Resource Management Agency Director to execute a Conveyance Agreement and corresponding Quitclaim Deed to transfer ownership of 177.1 acres totaling six parcels, identified as Assessor's Parcel Numbers 031-101-039, 031-101-040, 031-101-041, 031-101-042, 031-101-056, and 031-101-058, collectively known as the "Landfill Border Parcels Site," located on Imjin Parkway on the former Fort Ord from the County of Monterey to the City of Marina.
- b) The Board of Supervisors hereby designates that the City of Marina receive from the Fort Ord Reuse Authority or the United States Army: 1) 164 acres of land over two parcels, identified as Assessor's Parcel Numbers 031-101-057 and 031-101-067, collectively known as the "Landfill Site," located on Imjin Parkway on the former Fort Ord, and 2) 3.1 acres of land consisting of one parcel, identified as Army Corps of Engineers Parcel Number E4.7.2 (no Assessor's Parcel Number), known as the "Imjin Parkway E4.7.2 Road Right-of-Way Parcel," located near the intersection of Imjin Parkway and Reservation Road on the former Fort Ord.
- c) The Board of Supervisors finds that the properties subject to this action are "exempt surplus property" pursuant to Government Code section 54221(f)(1)(D).

d) The Board of Supervisors finds that these actions are categorically exempt pursuant to the California Environmental Quality Act Guidelines, Sections 15305, 15308, and 15061(b)(3), of the California Code of Regulations.

PASSED AND ADOPTED on this 21st day of April 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

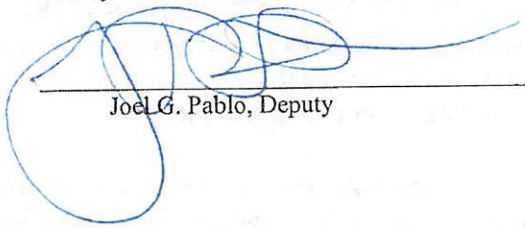
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 21, 2020.

Dated: April 22, 2020

File ID: RES 20-054

Agenda Item No.: 50

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

**CONVEYANCE AGREEMENT
REGARDING PROPERTY RELATED TO THE
LANDFILL SITE AT THE FORMER FORT ORD, CALIFORNIA**

This Conveyance Agreement Regarding Property Related to the Landfill Site at the Former Fort Ord, California ("Agreement") is made and entered into between the **COUNTY OF MONTEREY** ("County"), and **CITY OF MARINA** ("City"), (hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, the Fort Ord Reuse Authority ("FORA") was created under Title 7.85 of the California Government Code, and is a regional agency established under Government Code Section 67650 to plan, facilitate, and manage the transfer of former Fort Ord property from the United States Army ("Army") to the governing local jurisdictions or their designee(s);

WHEREAS, in June 1997, FORA adopted the Fort Ord Base Reuse Plan ("Base Reuse Plan") governing the transfer of properties to local jurisdictions, and the use and development of properties thereon;

WHEREAS, on May 1, 2001, FORA and the City entered into an Implementation Agreement ("City Implementation Agreement") respecting the implementation of the Base Reuse Plan with respect to properties identified to be transferred to the City or designee;

WHEREAS, on May 8, 2001, FORA and the County entered into an Implementation Agreement ("County Implementation Agreement") respecting the implementation of the Base Reuse Plan with respect to properties identified to be transferred to the County or designee;

WHEREAS, the Successor Agency to the Redevelopment Agency of the County of Monterey ("Agency") is an agency created pursuant to the "Dissolution Act," a portion of the Community Redevelopment Law of the State of California, commencing with Health and Safety Code section 33000, *et seq.* Pursuant to the Dissolution Act, the Agency has succeeded to the rights and obligations of the former Redevelopment Agency of the County of Monterey;

WHEREAS, FORA has already, or will soon receive, fee title to certain land parcels of the Former Fort Ord from the Army pursuant to the Reuse Plan;

WHEREAS, pursuant to the Reuse Plan and the County Implementation Agreement, FORA conveyed by quitclaim deed the following parcels of FORA Property to the Agency between September 2006 through July 2007, which the Agency then conveyed by quitclaim deed to the County by operation of law under the Dissolution Act between August 2016 through December 2019:

APN: 031-101-039 (Army Corps of Engineers Parcel No. E8a.1.2)

APN: 031-101-040 (Army Corps of Engineers Parcel No. E8a.1.3)

APN: 031-101-041 (Army Corps of Engineers Parcel No. E8a.1.4)

APN: 031-101-042 (Army Corps of Engineers Parcel No. E8a.1.5)
APN: 031-101-056 (Army Corps of Engineers Parcel No. E8a.1.1.2)
APN: 031-101-058 (Army Corps of Engineers Parcel No. E4.6.2)

These parcels constitute the property commonly referred to as the "Landfill Border Parcels Site" on the Former Fort Ord Military Reservation and further described in **Exhibit "A"** attached hereto and incorporated herein;

WHEREAS, the Landfill Border Parcels Site contains some developable areas as well as land available for the widening of Imjin Parkway, and land available for open space, habitat, and environmental mitigation;

WHEREAS, pursuant to the Reuse Plan and County Implementation Agreement, FORA or the Army will convey by quitclaim deed the following currently held Army parcels to the County or designee:

APN: 031-101-057 (Army Corps of Engineers Parcel No. E8a.1.1.1)
APN: 031-101-067 (Army Corps of Engineers Parcel No. E8a.2)

These parcels constitute property which is commonly known as the "Landfill Site" on the Former Fort Ord Military Reservation and further described in **Exhibit "B"** attached hereto and incorporated herein;

WHEREAS, pursuant to the Reuse Plan and County Implementation Agreement, FORA or the Army will convey by quitclaim deed the following currently held Army parcel to the County or designee:

Army Corps of Engineers Parcel No. E4.7.2 (no APN)

This parcel constitute property which is commonly known as the "Imjin Parkway E4.7.2 Road Right-of-Way Parcel" on the Former Fort Ord Military Reservation and further described in **Exhibit "C"** attached hereto and incorporated herein;

WHEREAS, both the County Implementation Agreement and City Implementation Agreement provide for FORA to receive one-half of the proceeds of any sale of properties conveyed by FORA to the City, County, or designee;

WHEREAS, the City wishes to acquire the Landfill Border Parcels Site and Landfill Site, and the County is willing to convey such Sites upon the terms set forth below; and

WHEREAS, the County and City have complied with all regulatory conditions precedent to this transfer, including consultation with FORA.

NOW THEREFORE, the Parties agree as follows:

I. AGREEMENT

A. County agrees to convey, and City agrees to accept, the following properties:

APN: 031-101-039 (Army Corps of Engineers Parcel No. E8a.1.2)
APN: 031-101-040 (Army Corps of Engineers Parcel No. E8a.1.3)
APN: 031-101-041 (Army Corps of Engineers Parcel No. E8a.1.4)
APN: 031-101-042 (Army Corps of Engineers Parcel No. E8a.1.5)
APN: 031-101-056 (Army Corps of Engineers Parcel No. E8a.1.1.2)
APN: 031-101-058 (Army Corps of Engineers Parcel No. E4.6.2)

Said properties shall be conveyed “as is” and by quitclaim deed, subject to all documents of record, within thirty (30) days of the approval of this Agreement.

B. County hereby designates, and City accepts the designation, that the City receive APN 031-101-057 (Army Corps of Engineers Parcel No. E8a.1.1.1), APN 031-101-067 (Army Corps of Engineers No. E8a.2) and Army Corps of Engineers No. E4.7.2 (no APN) directly from FORA, at such time as the property is ready for conveyance, or directly from the United States Army, if FORA is no longer receiving and conveying property. Neither the County nor the Agency shall be a party to the actual conveyance.

C. City agrees to seek the prompt annexation of all property which is the subject of this Agreement. County agrees to support such annexation. County and City shall each pay fifty percent (50%) of all fees and costs associated with said annexation. County and City shall apportion all property tax after annexation pursuant to Monterey County Board of Supervisors Resolution No. 80-249 (attached hereto and incorporated herein as **Exhibit “D”**) and City of Marina Resolution No. 81-25 (attached hereto and incorporated herein as **Exhibit “E”**).

D. Concerning the existing tenant on APN 031-101-039 (Army Corps of Engineers Parcel No. E8a.1.2) and APN 031-101-058 (Army Corps of Engineers Parcel No. E4.6.2), known hereafter as “Ord Market Parcels”:

It is acknowledged that the City has not pre-zoned, annexed, zoned, or amended its General Plan concerning the land use of the Ord Market Parcels. After the proper land use approvals concerning the Ord Market Parcels, including zoning ordinance amendments, General Plan amendments, and adoption of any specific plans for the Ord Market Parcels, are deemed by the City to have been completed, the City will agree to negotiate, in good faith, with the tenant(s) of the Ord Market Parcels at that time, for a right of first refusal to develop the property, within the parameters of those land use approvals. Any right of first refusal agreement will include a clause which will require the tenant to expressly agree not to file any legal action against the City and to indemnify and hold the City harmless from any legal action.

The City agrees to allow the existing tenant to maintain the existing use of the Ord Market Parcels until such time as the lease expires. The City will grandfather in the

current parking requirements now and after improvements are made to Imjin Parkway, but for only so long as the current lease remains in effect.

In the event that a right to first refusal agreement, as detailed above, cannot be negotiated, City shall allow the existing tenant to respond to any Requests for Proposals to develop the Ord Market Parcels, which shall be considered in good faith by the City.

- E. This Agreement may be modified or terminated only as mutually agreed in writing by the Parties.
- F. This Agreement shall be deemed “approved” only upon execution of all the Parties hereto.
- G. This Agreement has been arrived at through good-faith negotiations between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.
- H. Time is of the essence in this Agreement. Each Party hereto shall act in good faith to expeditiously carry out each Party’s respective obligations under this Agreement.
- I. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.
- J. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, negotiations, or representations with respect to the sites which are not expressly set forth herein.
- K. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- L. All exhibits and addenda referred to in this Agreement are attached hereto and incorporated herein by reference.
- M. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, unenforceable, or contrary to public policy, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

II. INDEMNITY

Each of the Parties shall indemnify and hold the other Parties, and its officers, directors, partners, affiliates, principals, employees, agents, successors, and permitted assigns (each an "Indemnified Party"), harmless from and against all claims, demands, losses, damages, liabilities, penalties, fines, assessments, and actions and all related attorneys' fees and expenses and costs of litigation (collectively "Claim(s)") for injury or death of any person or loss of or damage to tangible real or tangible personal property or the environment, to the extent that such Claims are proximately caused by the acts or omissions or by the willful or intentional misconduct of the Party from whom indemnity is sought, or by its agents, employees, contractors, subcontractors, or material suppliers, in connection with or relating to this Agreement. The Indemnified Party will notify the indemnifying Party, in writing, promptly upon learning of any Claim for which indemnification may be sought, provided that the failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby. The indemnifying Party shall have control of the defense or settlement provided that no settlement that materially affects the obligations under this Agreement of the other Party shall be entered into without the other Party's prior written approval, which shall not be unreasonably withheld or delayed, and provided further that the Indemnified Party shall have the right to participate in the defense or settlement with counsel of its own selection and at its sole expense. The indemnified Party shall reasonably cooperate with the defense and at the Indemnifying Party's expense.

III. NOTICES

Formal notices, demands, and communications among the Parties shall not be deemed given unless sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personal delivery with a delivery receipt or facsimile, to the principal office of the Parties as follows:

County of Monterey:

COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY
ATTN: CARL P. HOLM, AICP DIRECTOR
1441 SCHILLING PL SOUTH FL2
SALINAS, CA 93901-4527

With copy to:

COUNTY OF MONTEREY OFFICE OF THE COUNTY COUNSEL
ATTN: LESLIE J. GIRARD, COUNTY COUNSEL
168 W ALISAL ST FL3
SALINAS, CA 93901-2439

City of Marina:

CITY OF MARINA
ATTN: LAYNE LONG
211 HILLCREST AVE
MARINA CA 93933

With copy to:

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt shall be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable)

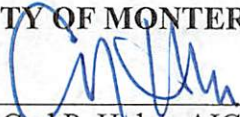
IV. LIST OF EXHIBITS

The following listed Exhibits are made a part of this Agreement:

- Exhibit A: Map of Landfill Border Parcels Site
- Exhibit B: Map of Landfill Site
- Exhibit C: Imjin Parkway E4.7.2 Road Right-of-Way Parcel
- Exhibit D: Monterey County Board of Supervisors Resolution No. 80-249
- Exhibit E: City of Marina Resolution No. 81-25

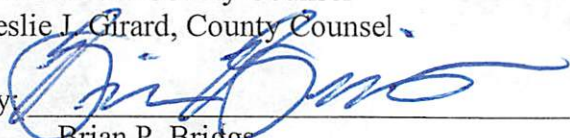
IN WITNESS WHEREOF, each Party hereto has executed this Agreement on the date set forth opposite their respective signatures. Each person signing represents that he or she holds full authority to enter this Agreement, and by signing intends to bind their principal to the terms hereof.

COUNTY OF MONTEREY

By: 
Carl P. Holm, AICP
Resource Management Agency Director

Date: 27 April 2020

Approved as to form:
Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
Brian P. Briggs
Deputy County Counsel

4-27-20

CITY OF MARINA

By: _____
Layne Long, City Manager

Date: _____

Approved as to form:
City Attorney

By: _____

Exhibit "A"
Map of Landfill Border Parcels Site

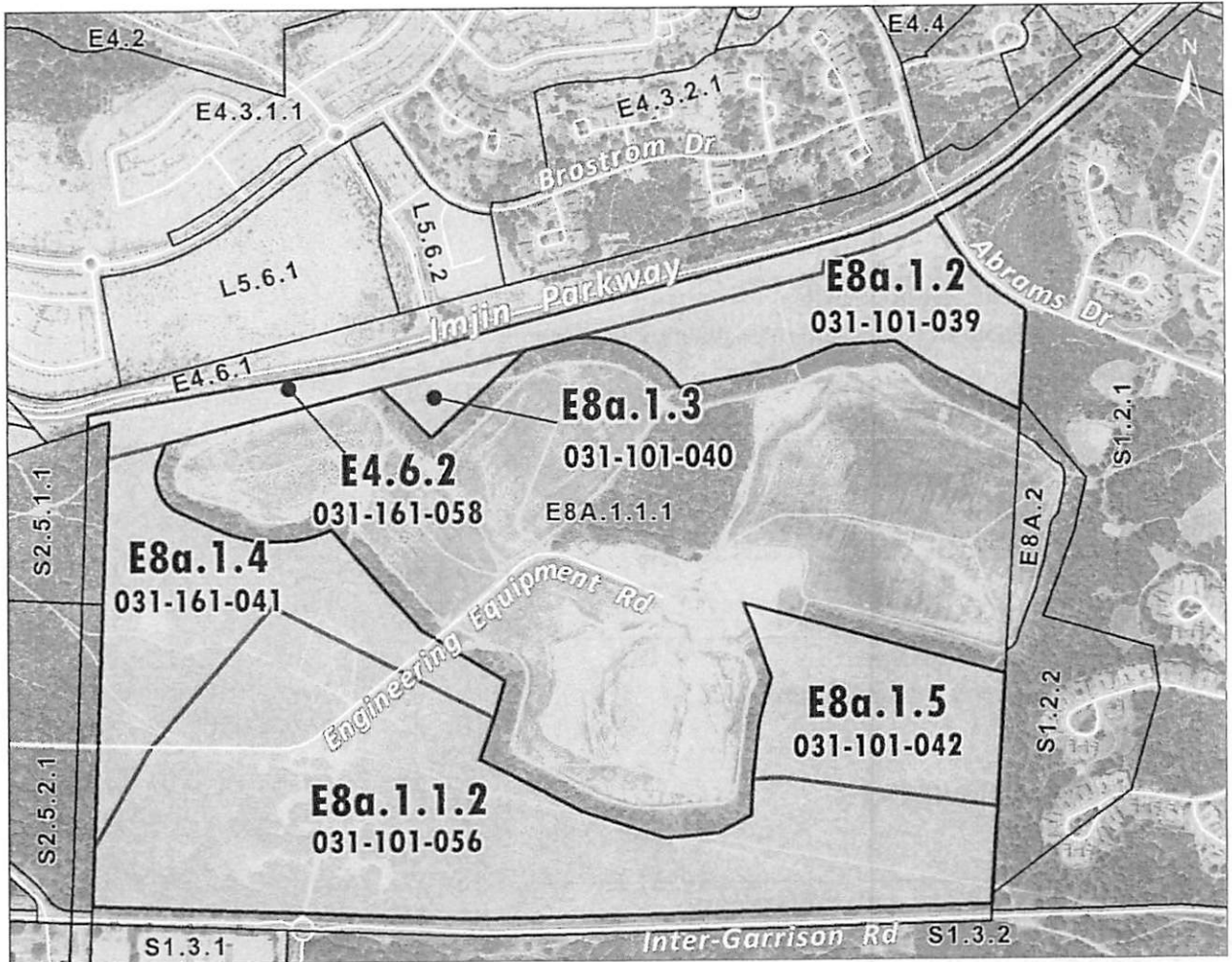


Exhibit "B"
Map of Landfill Site

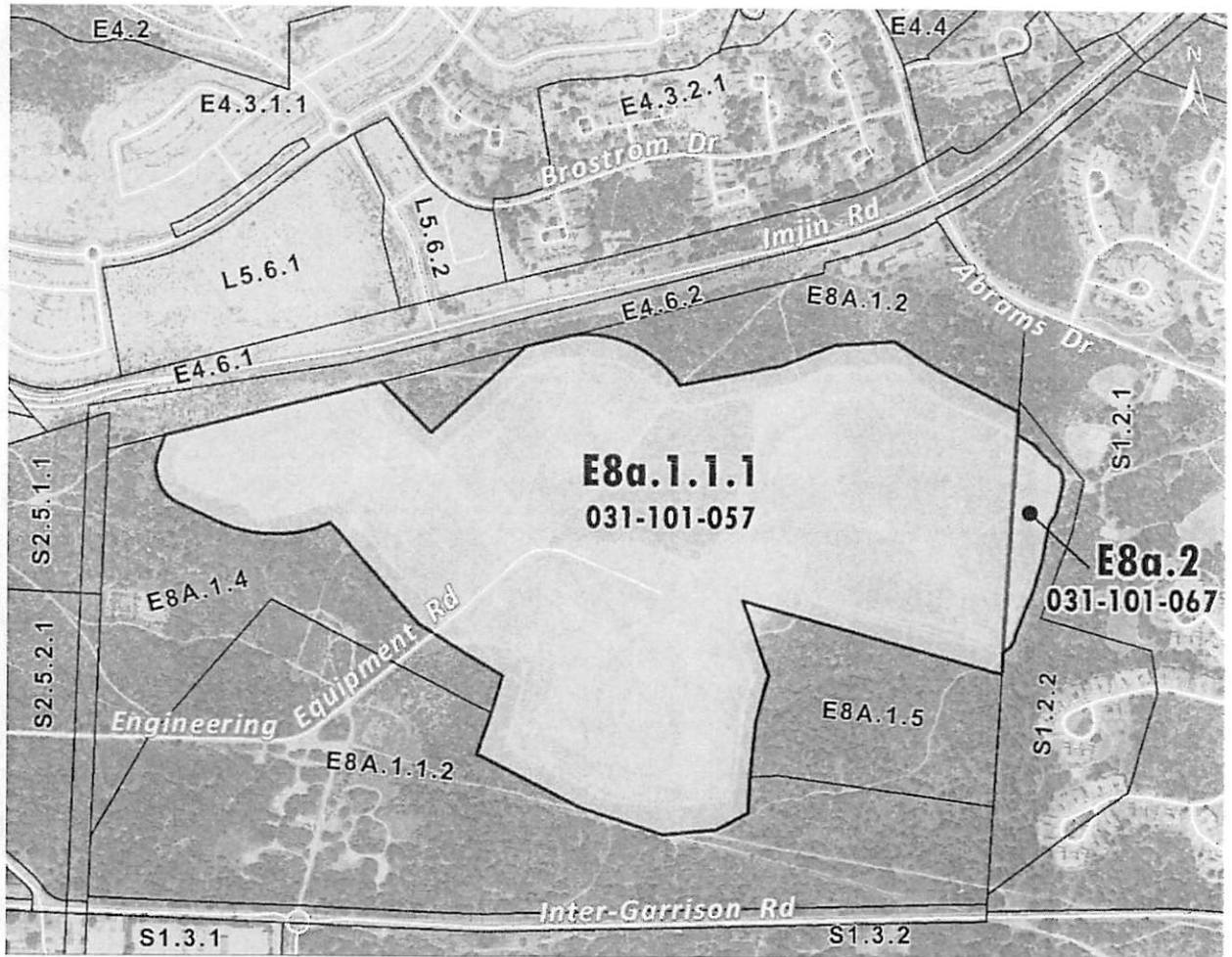


Exhibit "C"

Imjin Parkway E4.7.2 Road Right-of-Way Parcel

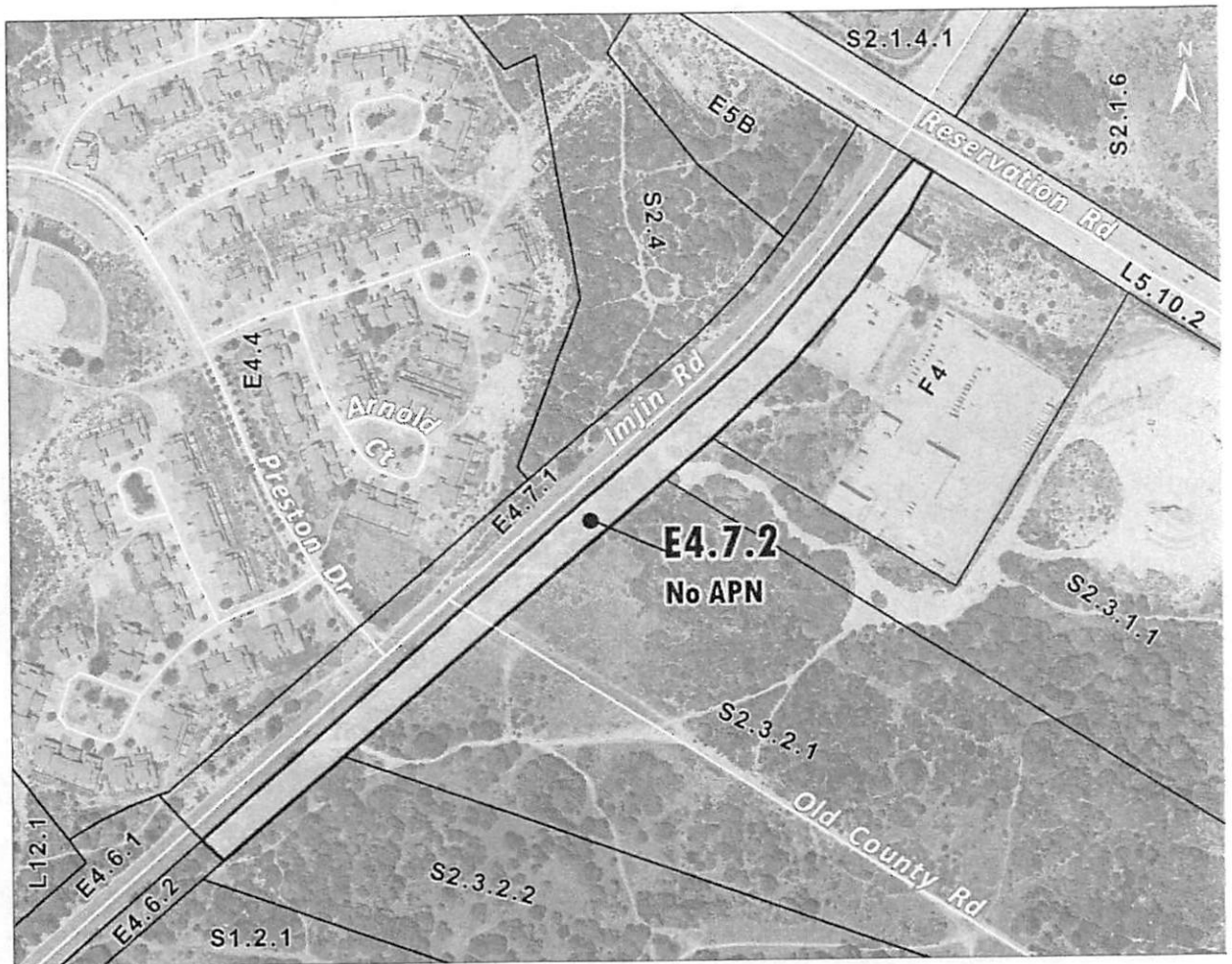


Exhibit "D"

Monterey County Board of Supervisors Resolution No. 80-249

Resolution Adopting Formula #1 b

*Before the Board of Supervisors in and for the
County of Monterey, State of California*

RESOLUTION NO. 80-249

Before the Board of Supervisors In }
and For the County of Monterey, }
State of California }

WHEREAS Assembly Bill 8 (Chapter 282) Statutes of 1979 provides for a mechanism for transferring base property tax revenues from one agency to another in conjunction with jurisdictional changes of organization; and

WHEREAS, the mechanism provided for in Chapter 282 is a "negotiated" tax transfer for the base or existing assessed value for all jurisdictional changes of organization having occurred since January 1, 1978, said transfer to be approved by Resolution by the Monterey County Board of Supervisors for each affected special district and by the City Council for each affected city; and

WHEREAS, said Chapter 282 provides for a procedure which allocates all future tax increment revenues resulting from new or increased assessed value within the affected territory to be distributed on a pro rata basis to each local agency that has jurisdiction within the tax rate area; and receives property tax revenue; and

WHEREAS, Monterey County and a consensus of cities within the County have negotiated a uniform formula approach to be used for all city annexations with the proviso that those proposals which involve extreme or unique service problems to one or more affected agencies can be considered and/or negotiated on a case by case basis,

NOW, THEREFORE, Monterey County Board of Supervisors DOES HEREBY RESOLVE, DETERMINE and ORDER the following formulas and policies to apply for determining all property tax transfers resulting from jurisdictional changes in organization to cities and special districts.

Section 1. The formulas outlined in Sections 3 through 5 set forth the amount, if any, of the base or existing property tax revenue to be reallocated as a result of a change of organization. The formulas are meant to redistribute or reallocate the existing tax base among the various affected local agencies. The formula is agreed to by both the County and the cities with the understanding that future year tax increment revenues will be allocated

- to each agency having jurisdiction within a given tax rate area based upon its pro rata share of the composite equivalent tax rates within that code area. The transfer of base revenue will not change future tax increment allocations.
- Section 2. The formulas outlined in Sections 3 through 5 will apply to all changes of organization for cities and special districts within Monterey County. However, for those proposals involving extreme or unique service problems to one or more affected agencies special considerations outside of the formula and/or negotiations may be considered.
- Section 3. Special District to City or Special District to Special District Transfers (Annexation to City and Detachment from Special Districts or Exchange of Territory Between Agencies): When a city assumes the service responsibilities of a special district as a result of annexation, or when special districts exchange territory, the new agency will receive the percentage of property tax revenues previously received by the predecessor special district from the annexed area. The following formula will apply:
- A = Percentage of assessed value of the predecessor special district within area to be annexed.
- B = Property tax revenues to the predecessor special district.
- Transfer Amount = A X B
- Tax transfers would be prorated on a monthly basis effective for the first full calendar month following completion of a change of organization for annexations occurring during mid-year.
- Section 4. County to City Tax Transfers: The tax transfer from the County to a city shall be based upon the proportionate share of the equivalent tax rates of the annexing city and the County. That is, the County will transfer a percentage of its "tax base revenue" based on the pro rata share of the city equivalent tax rate to the combined city/county equivalent tax rates. The Auditor-Controller will prepare each year the equivalent tax rate for each local agency within the County. The following formula will apply:

A = City equivalent tax rate
 B = County equivalent tax rate
 C = A + B or combined city/county tax effort

Transfer Amount = $\frac{A}{C}$ X County property tax revenue
 generated by the base assessed
 value of the annexed territory

Tax transfers would be prorated on a monthly basis, effective for the first full calendar month following a change of organization to account for annexations occurring during mid-year. The equivalent tax rates and percentage tax transfers that would apply for Fiscal Year 1979-80 are shown in the following table.

COUNTY TO CITY TAX TRANSFERS
FOR FISCAL YEAR 1979-80

City	A	B	C	Percentage of County Tax Revenue to be Transferred
Carmel	.458	1.062	1.52	30.1%
Del Rey Oaks	.871	1.062	1.933	45.1%
Gonzales	1.158	1.062	2.22	52.2%
Greenfield	.991	1.062	2.053	48.3%
King City	.969	1.062	2.031	47.7%
Marina	.844	1.062	1.906	44.3%
Monterey	.858	1.062	1.92	44.7%
Pacific Grove	.858	1.062	1.92	44.7%
Salinas	.829	1.062	1.891	43.8%
Sand City	.190	1.062	1.252	15.2%
Seaside	1.082	1.062	2.144	50.5%
Soledad	1.122	1.062	2.184	51.4%

Section 5. County to Special District Transfers: There will be no County to special district tax transfers unless the change of organization involves a transfer of service previously performed by the County. In these cases, the transfer will be based on the same formula as outlined in Section 3. Jurisdictional changes which result in the introduction of new service to an area will not involve a property tax exchange since no existing agency will realize a reduction in cost.

Exhibit "E"

City of Marina Resolution No. 81-25

A = City equivalent tax rate
 B = County equivalent tax rate
 C = A + B or combined city/county tax effort

Transfer Amount = $\frac{A}{C}$ X County property tax revenue
 generated by the base assessed
 value of the annexed territory

Tax transfers would be provided on a monthly basis, effective for the first full calendar month following a change of organization to account for annexations occurring during mid-year. The equivalent tax rates and percentage tax transfers that would apply for Fiscal Year 1979-80 are shown in the following table.

COUNTY TO CITY TAX TRANSFERS FOR FISCAL YEAR 1979-80

City	A	B	C	Percentage of County Tax Revenue to be Transferred
Carmel	.458	1.062	1.52	30.1%
Del Rey Oaks	.871	1.062	1.933	45.1%
Gonzales	1.158	1.062	2.22	52.2%
Greenfield	.991	1.062	2.053	48.3%
King City	.969	1.062	2.031	47.7%
Marina	.844	1.062	1.906	44.3%
Monterey	.858	1.062	1.92	44.7%
Pacific Grove	.858	1.062	1.92	44.7%
Salinas	.829	1.062	1.891	43.8%
Sand City	.190	1.062	1.252	15.2%
Seaside	1.082	1.062	2.144	50.5%
Soledad	1.122	1.062	2.184	51.4%

Section 5. County to Special District Transfers: There will be no County to special district tax transfers unless the change of organization involves a transfer of service previously performed by the County. In these cases, the transfer will be based on the same formula as outlined in Section 3. Jurisdictional changes which result in the introduction of new service to an area will not involve a property tax exchange since no existing agency will realize a reduction in cost.

Section 3. County to City Transfer After a Change of Organization -
The tax transfer from the County to a city shall be based upon the proportionate sharing of the property taxes being available for negotiation. The amount available for negotiation is based upon the percentage of the total taxes collected (Based on the \$4 rate) that prior to a change of organization was allocated to the jurisdictions that are affected by the change.

The step by step procedure for establishing a property tax transfer rate is as follows:

- Step 1: Examine the tax distribution in the unincorporated tax rate area to determine what taxing entities would not be affected by the proposed reorganization.
- Step 2: Determine what percent of the property taxing effort these non-affected agencies constitute. This percent will remain constant as per provisions of Senate Bill 180.
- Step 3: Subtract the non-affected agencies percentage from 100% to determine what percent of current and future property tax revenues is available for distribution to the city and county.
- Step 4: Select an existing tax rate area within the city which is served by the same taxing entities that would serve the area to be annexed, i.e. same percentage tax distribution.
- Step 5: Calculate the ratio of city to county property tax revenues (expressed as percent) within the tax rate area.
- Step 6: Apply the ratios established in Step 5 to the percent of property tax revenue available for distribution to affected agencies. This step establishes the city and county's share of the negotiated base and incremental property tax revenue.
- Step 7: Pro rate calculation during the year of the reorganization; multiply the city/county amount of estimated revenues times (full months remaining in the year divided by twelve).

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
City of Marina)
211 Hillcrest Avenue)
Marina, California 93933)
Attention: City Clerk)
)

No Documentary Transfer Tax Required -
Granting and Acquiring Agencies are Political Subdivisions
of the State of California (Revenue & Taxation Code 11922)

Space above this line for Recorder's use

QUITCLAIM DEED

APN: 031-101-039 (Army Corps of Engineers Parcel No. E8a.1.2)
APN: 031-101-040 (Army Corps of Engineers Parcel No. E8a.1.3)
APN: 031-101-041 (Army Corps of Engineers Parcel No. E8a.1.4)
APN: 031-101-042 (Army Corps of Engineers Parcel No. E8a.1.5)
APN: 031-101-056 (Army Corps of Engineers Parcel No. E8a.1.1.2)
APN: 031-101-058 (Army Corps of Engineers Parcel No. E4.6.2)

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "**GRANTOR**") does hereby quitclaim "as is" to the CITY OF MARINA, a body politic and corporate of the State of California (hereinafter referred to as "**GRANTEE**"), all its rights, title, and interest to that real property, and all improvements thereon, located in the County of Monterey as shown and described in **Exhibit "A"** attached hereto and made a part hereof.

Furthermore, and by expressed reference, the exclusions, reservations, conditions, restrictions and covenants set forth in the following documents are deemed to run with the land in perpetuity:

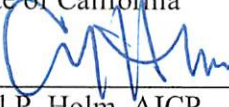
- 1) "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006045190 (consisting of 321 pages and pertaining to Parcel No. E8a.1.2, E8a.1.3, E8a.1.4 and E8a.1.5), Official Records. Said document was re-recorded January 12, 2007, Instrument No. 2007003370, Official Records.
- 2) "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army, in favor of the Fort Ord Reuse Authority, recorded June 26, 2006, Instrument No. 200656382 (consisting of 185 pages and pertaining to Parcel No. E8a.1.1.2 and E4.6.2), Official Records. Said document was re-recorded July 6, 2007, Instrument No. 20070033561, Official Records.

- 3) Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord, California ("HMP") dated April 1997, as revised and amended from time to time (consisting of 250 pages, more or less).
- 4) Sierra Club, a California non-profit corporation and the Fort Ord Reuse Authority Settlement Agreement dated November 30, 1998. **Exhibit "B"** attached hereto and made a part hereof outlines the deed restrictions and covenants agreed upon.

GRANTOR

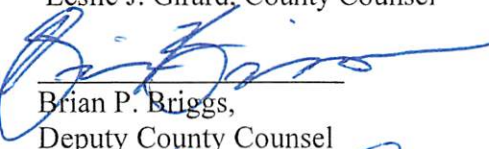
County of Monterey, a political subdivision of the
State of California

Dated: 27 APRIL 2020



Carl P. Holm, AICP
Resource Management Agency Director

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel



Brian P. Briggs,
Deputy County Counsel

Dated: 4-27-20

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On 4/27/20 before me, Felicia Silveira,
a Notary Public, personally appeared Carl Holm,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Felicia Silveira

(Seal)



ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the County of Monterey, a political subdivision of the State of California (**GRANTOR**) to the City of Marina, a body politic and corporate of the State of California (**GRANTEE**) is hereby accepted and consents to recordation thereof by its duly authorized officer.

GRANTEE

City of Marina, a body politic and corporate of the State of California

Dated: _____

Layne Long, City Manager

Approved as to Form:
City Attorney

Dated: _____

ACKNOWLEDGEMENT

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

[illegible]

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

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

WITNESS my hand and official seal.

Signature

(Seal)

Exhibit "A"
LEGAL DESCRIPTION

THE LAND REFERENCED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

PARCEL I: APN 031-101-039 (Army Corps of Engineers Parcel No. E8a.1.2)

That certain real property situated in a portion of the former Fort Ord Military Reservation, Monterey County, California, particularly described as follows:

Parcel 2 as said parcel is shown on that certain map filed for record in Volume 27 of Surveys, at Page 17 in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the most westerly corner of said Parcel 2, being a point on the southerly line of the 340' right-of-way of Imjin Road as shown on said map, thence along the boundary of said Parcel 2, the following fifteen (15) courses and distances:

- (1) North 76° 00' 00" East, 1,377.55 feet; thence
- (2) North 03° 30' 00" East, 55.27 feet; thence
- (3) North 76° 00' 00" East, 171.50 feet to the beginning of a tangent curve to the left having a radius of 1,615.29 feet; thence
- (4) curving easterly along said curve through a central angle of 15° 00' 00"; a distance of 422.88 feet; thence
- (5) North 61° 00' 00" East, 25.80 feet; thence
- (6) South 33° 30' 00" East, 176.23 feet to the beginning of a circular curve to the left, having a radius of 850.00 feet; thence
- (7) curving southeasterly along the arc through a central angle of 23° 30' 00"; a distance of 348.63 feet; thence
- (8) South 57° 00' 00" East, 121.99 feet; thence
- (9) South 03° 30' 00" West, 501.67 feet; thence
- (10) North 63° 15' 00" West, 461.21 feet; thence
- (11) North 57° 00' 00" West, 264.00 feet; thence
- (12) South 86° 00' 00" West, 310.00 feet; thence

Exhibit "A"
LEGAL DESCRIPTION
(continued)

(13) South 68° 45' 00" West, 285.00 feet; thence

(14) South 79° 00' 00" West, 534.00 feet to the beginning of a non-tangent curve to the left, from which a radial line bears South 56° 45' 00" West, a distance of 560.00 feet; thence

(15) westerly along said arc, through a central angle of 70° 45' 00", a distance of 691.50 feet to the Point of Beginning.

Containing an area of 21.215 acres, more or less.

Excepting therefrom all mineral rights with the right of surface of entry in a manner that does not unreasonably interfere with the Grantee's development and quiet enjoyment of the property as set forth in the "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006045190, Official Records. Said document was re-recorded January 12, 2007, Instrument No. 2007003370, Official Records.

PARCEL II: APN 031-101-040 (Army Corps of Engineers Parcel No. E8a.1.3)

That certain real property situated in a portion of the former Fort Ord Military Reservation, Monterey County, California, particularly described as follows:

Parcel 3 as said parcel a shown on that certain map filed for record in Volume 27 of Surveys at Page 17 in the office of the County Recorder of said county, more particularly described as follows:

Beginning at the most westerly corner of said Parcel 3, being a point on the southerly line of the 340' right-of-way of Imjin Road as shown on said map, thence along the boundary of said Parcel 3 the following three (3) courses and distances:

- 1) North 76°00'00" East, 759.27 feet; thence
- 2) South 47°45'00" West, 650.00 feet; thence
- 3) North 45°15'00" West, 359.87 feet to the Point of Beginning.

Containing 2.681 acres, more or less.

Excepting therefrom all mineral rights with the right of surface of entry in a manner that does not unreasonably interfere with the Grantee's development and quiet enjoyment of the property as set forth in the "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006045190,

Exhibit "A"
LEGAL DESCRIPTION
(continued)

Official Records. Said document was re-recorded January 12, 2007, Instrument No. 2007003370, Official Records.

PARCEL III: **APN 031-101-041 (Army Corps of Engineers Parcel No. E8a.1.4)**

That certain real property situated in a portion of the former Fort Ord Military Reservation, Monterey County, California, particularly described as follows:

Parcel 4 as said parcel a shown on that certain map filed for record in Volume 27 of Surveys at Page 17 in the office of the County Recorder of said county, more particularly described as follows:

Beginning at the most northwesterly corner of said Parcel 4, being a point on the southerly line of the 340' right-of-way of Imjin Road as shown on said map, thence along the boundary of said Parcel 4 the following thirteen (13) courses and distances:

- 1) North 76° 00' 00" East, 301.88 feet; thence
- 2) South 21° 15' 00" West, 93.00 feet to the beginning of a circular curve to the left having a radius of 200.00 feet; thence
- 3) curving southerly along the arc through a central angle of 86° 30' 00"; a distance of 301.94 feet; thence
- 4) South 65° 15' 00" East, 221.00 feet to the beginning of a circular curve to the left having a radius of 700.00 feet; thence
- 5) curving easterly along the arc through a central angle of 47° 45' 00"; a distance of 583.38 feet; thence
- 6) North 67° 00' 00" East, 12.00 feet; thence
- 7) South 41° 30' 00" East, 680.00 feet; thence
- 8) South 59° 00' 00" East, 500.00 feet; thence
- 9) South 17° 00' 00" West, 195.00 feet; thence
- 10) North 63° 15' 00" West, 1,260.00 feet; thence
- 11) South 41° 30' 00" West, 950.00 feet; thence
- 12) South 30° 00' 00" West, 569.00 feet; thence

Exhibit "A"
LEGAL DESCRIPTION
(continued)

13) North 02° 15' 00" East, 1,956.20 feet to the Point of Beginning.

Containing 30.32 acres, more or less.

Excepting therefrom all mineral rights with the right of surface of entry in a manner that does not unreasonably interfere with the Grantee's development and quiet enjoyment of the property as set forth in the "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006045190, Official Records. Said document was re-recorded January 12, 2007, Instrument No. 2007003370, Official Records.

PARCEL IV: **APN 031-101-042 (Army Corps of Engineers Parcel No. E8a.1.5)**

That certain real property situated in a portion of the former Fort Ord Military Reservation, Monterey County, California, particularly described as follows:

Parcel 5 as said parcel a shown on that certain map filed for record in Volume 27 of Surveys at Page 17 in the office of the County Recorder of said county, more particularly described as follows:

Beginning at the most northerly corner of said Parcel 5 as shown on said map, thence along the boundary of said Parcel 5 the following seven (7) courses and distances:

- 1) South 74° 45' 00" East, 1,375.00 feet; thence
- 2) South 03° 30' 00" West, 672.71 feet; thence
- 3) North 82° 00' 00" West, 1,105.41 feet; thence
- 4) South 86° 30' 00" West, 150.00 feet; thence
- 5) North 06° 30' 00" East, 277.00 feet; thence
- 6) North 14° 30' 00" East, 250.00 feet; thence
- 7) North 20° 00' 00" West, 395.00 feet to the Point of Beginning.

Containing or 21.54 acres, more or less.

Excepting therefrom all mineral rights with the right of surface of entry in a manner that does not unreasonably interfere with the Grantee's development and quiet enjoyment of the property as set forth in the "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army,

Exhibit "A"
LEGAL DESCRIPTION
(continued)

in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006045190, Official Records. Said document was re-recorded January 12, 2007, Instrument No. 2007003370, Official Records.

PARCEL V: **APN 031-101-056 (Army Corps of Engineers Parcel No. E8a.1.1.2)**

Situated in a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being a portion of Parcel 1 "Monterey County V" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 94 more particularly described as follows:

Beginning at the most southwesterly angle point in the boundary of Parcel 1 "Monterey County V" as it is shown on that certain map recorded in Volume 23 of Surveys at Page 94, said point also being a corner common to Parcel 7 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence from said Point of Beginning along the boundary of said Parcel 1

- 1) North 02° 15' 00" East for a distance of 298.94 feet to a point on said boundary line; thence leaving said boundary line
- 2) North 29° 59' 46" East for a distance of 569.15 feet to a point on a line; thence
- 3) North 41° 30' 22" East for a distance of 950.00 feet to a point on a line; thence
- 4) South 63° 14' 51" East for a distance of 1,259.83 feet to a point on a line; thence
- 5) South 19° 07' 36" West for a distance of 222.73 feet to a point on a line; thence
- 6) South 63° 09' 22" East for a distance of 586.18 feet to a point on a line; thence
- 7) South 72° 20' 58" East for a distance of 447.16 feet to a point on a line; thence
- 8) North 84° 32' 46" East for a distance of 272.34 feet to a point on a line; thence
- 9) North 62° 32' 25" East for a distance of 181.87 feet to a point on a line; thence
- 10) North 02° 47' 28" East for a distance of 181.67 feet to a point on a line; thence
- 11) South 89° 54' 39" East for a distance of 168.60 feet to a point on a line; thence
- 12) South 82° 26' 59" East for a distance of 1,085.23 feet, more or less, to a point on the easterly boundary line of said Parcel 1 "Monterey County V"; thence along said boundary line
- 13) South 03° 30' 00" West for a distance of 489.81 feet to an angle point in said boundary

Exhibit "A"
LEGAL DESCRIPTION
(continued)

line being a corner common to said Parcel 7; thence along the common boundary line of said Parcel 7 and said Parcel 1

- 14) South 88° 35' 00" West for a distance of 2,513.41 feet to the beginning of a tangent curve; thence along said common boundary line of said Parcel 7 and said Parcel 1
- 15) Along a curve to the right through an angle of 03° 40' 00", having a radius of 1,906.00 feet, for an arc length of 121.98 feet and whose long chord bears North 89° 35' 00" West for a distance of 121.95 feet to a point of intersection with a tangent line; thence along said common boundary line of said Parcel 7 and said Parcel 1
- 16) North 87° 45' 00" West a distance of 1,949.74 feet to the Point of Beginning.

Containing an area of 85.212 acres, more or less.

Excepting therefrom all mineral rights with the right of surface of entry in a manner that does not unreasonably interfere with the Grantee's development and quiet enjoyment of the property as set forth in the "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army, in favor of the Fort Ord Reuse Authority, recorded June 26, 2006, Instrument No. 200656382, Official Records. Said document was re-recorded July 6, 2007, Instrument No. 20070033561, Official Records.

PARCEL VI: APN 031-101-058 (Army Corps of Engineers Parcel No. E4.6.2)

As it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No.1, the City of Marina, County of Monterey, State of California; being a portion of Parcel 1 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110 more particularly described as follows:

Beginning at the most northwesterly angle point in the boundary of Parcel 1 as it is shown on that certain map entitled "Monterey County V" recorded in Volume 23 of Surveys at Page 94 said point also being a corner common to Parcel 1 as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110 and to Parcel 4 as is shown on that certain map recorded in Volume 27 of Surveys at Page 17; thence from said Point of Beginning along the boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110

- (1) North 02° 15' 00" East for a distance of 185.36 feet to an angle point on said line; thence continuing along the southerly boundary of said Parcel 1
- (2) South 72° 22' 46" West for a distance of 114.33 feet to a point on a line; thence leaving said southerly boundary of said Parcel 1
- (3) North 02° 27' 15" East for a distance of 70.22 feet to a point; thence

Landfill Border Parcels, Quitclaim Deed from County of Monterey to City of Marina

Exhibit "A"
LEGAL DESCRIPTION
(continued)

- (4) North 80° 31' 38" East for a distance of 1359.54 feet to a point; thence
- (5) North 75° 41' 40" East for a distance of 2580.00 feet to a point; thence
- (6) North 72° 07' 42" East for a distance of 313.63 feet to a point; thence
- (7) North 65° 45' 47" East for a distance of 143.11 feet to a point; thence
- (8) North 65° 24' 44" East for a distance of 90.73 feet to a point; thence
- (9) North 60° 41' 32" East for a distance of 186.93 feet to a point; thence
- (10) North 57° 01' 56" East for a distance of 192.50 feet to a point; thence
- (11) North 48° 22' 38" East for a distance of 111.03 feet to a point; thence
- (12) North 49° 23' 55" East for a distance of 608.49 feet to a point; thence
- (13) North 49° 06' 04" East for a distance of 140.90 feet to a point; thence
- (14) South 47° 16' 43" East for a distance of 69.00 feet to a point on the southerly boundary line of said Parcel 1 as shown on Volume 20 of Surveys at Page 110; thence continuing along the southerly boundary of said Parcel 1
- (15) South 50° 00' 00" West for a distance of 741.41 feet to the beginning of a curve; thence continuing along the southerly boundary of said Parcel 1
- (16) Along a curve to the right through an angle of 11° 00' 00", having a radius of 2500.00 feet, for an arc length of 479.97 feet and whose long chord bears South 55° 30' 00" West for a distance of 479.23 feet to a point of intersection with a tangent line; thence continuing along the southerly boundary of said Parcel 1
- (17) South 61° 00' 00" West for a distance of 108.24 feet to an angle point on said boundary line; thence continuing along the southerly boundary of said Parcel 1
- (18) South 33° 30' 00" East for a distance of 15.33 feet to the most northeasterly corner of said Parcel 1 "Monterey County V"; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"
- (19) South 61° 00' 00" West for a distance of 25.80 feet to the beginning of a curve; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"

Exhibit "A"
LEGAL DESCRIPTION
(continued)

(20) Along a curve to the right through an angle of 15° 00' 00", having a radius of 1615.29 feet, for an arc length of 422.88 feet and whose long chord bears South 68° 29' 60" West for a distance of 421.68 feet to a point of intersection with a tangent line; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"

(21) South 76° 00' 00" West for a distance of 171.50 feet to a point on said boundary line; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"

(22) South 03° 30' 00" West for a distance of 55.27 feet to a point on said boundary line; thence continuing along the common boundary of said Parcel 1 as shown on Volume 20 of Surveys at Page 110 and said Parcel 1 "Monterey County V"

(23) South 76° 00' 00" West a distance of 3758.36 feet to the Point of Beginning.

Containing an area of 16.416 acres, more or less.

Excepting therefrom all mineral rights with the right of surface of entry in a manner that does not unreasonably interfere with the Grantee's development and quiet enjoyment of the property as set forth in the "Quitclaim Deed for a Portion of the Former Fort Ord, Monterey County, California", executed by the United States of America, acting through the Secretary of the Army, in favor of the Fort Ord Reuse Authority, recorded June 26, 2006, Instrument No. 200656382, Official Records. Said document was re-recorded July 6, 2007, Instrument No. 20070033561, Official Records.

Exhibit “B”
1998 SIERRA CLUB-FORA SETTLEMENT AGREEMENT
DEED RESTRICTIONS AND COVENANTS

APN: 031-101-039 (Army Corps of Engineers Parcel No. E8a.1.2)
APN: 031-101-040 (Army Corps of Engineers Parcel No. E8a.1.3)
APN: 031-101-041 (Army Corps of Engineers Parcel No. E8a.1.4)
APN: 031-101-042 (Army Corps of Engineers Parcel No. E8a.1.5)
APN: 031-101-056 (Army Corps of Engineers Parcel No. E8a.1.1.2)
APN: 031-101-058 (Army Corps of Engineers Parcel No. E4.6.2)

The real property referenced above (“the Property”) is subject to the following deed restrictions and covenants agreed upon by the Sierra Club, a California non-profit corporation and the Fort Ord Reuse Authority (FORA) in a Settlement Agreement dated November 30, 1998:

1. Development of the Property is not guaranteed or warranted in any manner. Any development of the Property will be and is subject to the provisions of the Fort Ord Base Reuse Plan (“the Reuse Plan”), and other applicable general plan and land use ordinances and regulations of the local governmental entity on which the Property is located, as such plans, ordinances and regulations may be amended from time to time, and compliance with the California Environmental Quality Act (CEQA). Development is additionally subject to the policies and programs of the Fort Ord Reuse Authority, including the Authority’s Master Resolution, for the duration of the Authority’s existence.
2. Development of the Property will only be allowed to the extent such development is consistent with applicable local general plans which have been determined by the Authority to be consistent with the Reuse Plan (to the extent the Authority is still in existence), including restraints relating to water supplies, wastewater and solid waste disposal, road capacity, and the availability of infrastructure to supply these resources and services, and does not exceed the constraint limitations described in the Reuse Plan and the Final Program Environmental Impact Report on the Reuse Plan, as such plans and documents may be amended from time to time.
3. _____ (Left blank on purpose)
4. This Deed Restriction and Covenants shall be and remain in full force and effect and is hereby deemed to be a covenant running with the land binding all owners, assigns or successors in interest.
5. If any provision of this Deed Restriction and Covenants is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.



Stephen L. Vagnini
Monterey County Assessor

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

☒ City of Marina
211 Hillcrest Avenue
Marina, California 93933
Attention: City Clerk

ASSESSOR'S PARCEL NUMBER

☒ See attached document for APNs on six (6) parcels
SELLER/TRANSFEROR

County of Monterey

BUYER'S DAYTIME TELEPHONE NUMBER

(831) 844-1278

BUYER'S EMAIL ADDRESS

☒ llong@cityofmarina.org

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

Imjin Parkway and Abrams Road, Marina, California

☐ YES ☒ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

☐ YES ☒ NO Are you a disabled veteran or a unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

City of Marina

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

211 Hillcrest Avenue

CITY

Marina

STATE

CA

ZIP CODE

93933

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO

This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☒ A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- ☐ ☒ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- ☐ ☒ *C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).
- ☐ ☒ *D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☒ *E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO
- ☐ ☒ *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☒ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
- ☐ ☒ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☒ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
- ☐ ☒ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
- ☐ ☒ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☒ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☒ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☒ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☒ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☒ *O. This transfer is to the first purchaser of a new building containing an active solar energy system.
- ☒ ☐ P. Other. This transfer is to the City of Marina.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
- ☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)
- ☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____
- ☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- ☒ Other. Please explain: Conveyance from County government to City government.
- C. Only a partial interest in the property was transferred. ☐ YES ☒ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ -0-
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed rate ☐ Variable rate
- ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number: (____) _____
- ☐ Direct from seller ☐ From a family member-Relationship _____
- ☒ Other. Please explain: The six (6) parcels were conveyed from County government to City government.
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.
- The six (six) parcels are located in and around a closed landfill with environmental and habitat restrictions.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
- ☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
- ☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☒ Unimproved lot
- ☒ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☒ Commercial/Industrial
- Habitat
- B. ☐ YES ☒ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. ☐ YES ☒ NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ _____
- ☐ YES ☒ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. ☒ YES ☐ NO The property produces rental or other income.
- If YES, the income is from: ☒ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____
- E. The condition of the property at the time of sale was: ☐ Good ☒ Average ☐ Fair ☐ Poor
- Please describe: The six (6) parcels are located in and around a closed landfill currently being mitigated by the US Army.

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶	DATE	TELEPHONE ()
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A "cosigner" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C: If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.



PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the **"Direct from seller"** box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the **"From a family member"** box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the **"OTHER"** box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.





Stephen L. Vagnini
Monterey County Assessor

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEE
(Make necessary corrections to the printed name and mailing address)

City of Marina
211 Hillcrest Avenue
Marina, California 93933
Attention: City Clerk

ASSESSOR'S PARCEL NUMBER

See attached document for APNs on six (6) parcels

SELLER/TRANSFEROR

County of Monterey

BUYER'S DAYTIME TELEPHONE NUMBER

(831) 844-1278

BUYER'S EMAIL ADDRESS

llong@cityofmarina.org

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

Imjin Parkway and Abrams Road, Marina, California

☐ YES ☒ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

☐ YES ☒ NO Are you a disabled veteran or a unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

City of Marina

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

211 Hillcrest Avenue

CITY

Marina

STATE ZIP CODE

CA 93933

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO

This section contains possible exclusions from reassessment for certain types of transfers.

- ☐ ☒ A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- ☐ ☒ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- ☐ ☒ *C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).
- ☐ ☒ *D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☒ *E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO
- ☐ ☒ *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☒ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
- ☐ ☒ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☒ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
- ☐ ☒ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
- ☐ ☒ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☒ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☒ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☒ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☒ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☒ *O. This transfer is to the first purchaser of a new building containing an active solar energy system.
- ☒ ☐ P. Other. This transfer is to the City of Marina.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
- ☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)
- ☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____
- ☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- ☒ Other. Please explain: Conveyance from County government to City government.
- C. Only a partial interest in the property was transferred. ☐ YES ☒ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ -0-
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed rate ☐ Variable rate
- ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number: (____) _____
- ☐ Direct from seller ☐ From a family member-Relationship _____
- ☒ Other. Please explain: The six (6) parcels were conveyed from County government to City government.
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.
- The six (six) parcels are located in and around a closed landfill with environmental and habitat restrictions.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
- ☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
- ☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☒ Unimproved lot
- ☒ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☒ Commercial/Industrial
- Habitat
- B. ☐ YES ☒ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. ☐ YES ☒ NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ _____
- ☐ YES ☒ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. ☒ YES ☐ NO The property produces rental or other income.
- If YES, the income is from: ☒ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____
- E. The condition of the property at the time of sale was: ☐ Good ☒ Average ☐ Fair ☐ Poor
- Please describe: The six (6) parcels are located in and around a closed landfill currently being mitigated by the US Army.

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER	DATE	TELEPHONE (____) _____
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

C: If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.



PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the **"Direct from seller"** box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the **"From a family member"** box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the **"OTHER"** box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 15, 2020

**RECOMMENDATION TO ADOPT RESOLUTION NO. 2020-,
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
NEGOTIATE AND EXECUTE GRANT DEEDS AND PURCHASE
AGREEMENTS FOR THE CONVEYANCE OF PORTIONS OF THE
PROPERTIES ALONG THE IMJIN PARKWAY WIDENING PROJECT
CORRIDOR, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO
ACCEPT AND RECORD SAID GRANT DEEDS ON BEHALF OF THE
CITY OF MARINA, AND AUTHORIZE THE FINANCE DIRECTOR TO
TRANSFER FUNDS PER PURCHASE AGREEMENTS AND MAKE THE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2020-, authorizing the City Manager or his designee to negotiate and execute Grant Deeds and Purchase Agreements for the conveyance of portions of the properties along the Imjin Parkway Widening Project corridor, and;
2. Authorize all other actions necessary to accept and record said Grant Deeds on behalf of the City of Marina, and;
3. Authorize the Finance Director to transfer funds per purchase agreements and make the necessary accounting and budgetary entries.

BACKGROUND:

At the regular meeting of October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving an agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway between Imjin Road and Reservation Road.

As improvements to Imjin Parkway impact adjacent private and publicly owned parcels, Kimley Horn utilized their sub-consultant Associated Right of Way Services (AR/WS) to prepare partial acquisition appraisals for the value of the proposed right of way acquisitions and easements for various locations along the corridor which are necessary for the construction and operation of the Imjin Parkway project. The City utilized the appraisal information to negotiate the sale of the portions of the properties owned by Monterey Salinas Transit (MST) and the Sea Haven Community Association (Sea Haven).

Offer packages that included legal descriptions of property needed for the project, appraisal summaries, and draft purchase and sale agreements were sent to MST, Sea Haven, and The Regent of the University of California (UC) in November of 2019. The appraisals were prepared in accordance with state requirements and the draft purchase and sale agreements included language required by Caltrans (see “**EXHIBIT A**”).

ANALYSIS:

Construction funding for the project is subject to approval by the California Transportation Commission (CTC). The CTC extended funding deadlines by 6 months to account for the impacts of COVID-19. The Imjin Parkway Widening Project funding must be approved at the December 2020 meeting of the CTC. To be on the agenda for the December CTC meeting, the right-of-way certification must be submitted to Caltrans by October 5, 2020.

The purchase agreements and grant deeds provide for the purchase, conveyance, and acceptance of the portions of the following properties as shown in the Legal Descriptions and Plats in “**EXHIBIT B**”:

- Sea Haven
 - APN 031-272-059
 - Temporary Construction Easement
 - Permanent Slope Easement
- MST
 - APN 031-201-013
 - Temporary Construction Easement
 - Permanent Slope Easement
 - Right-of-Way Acquisition
- UC
 - APN 031-121-003
 - Temporary Construction Easement
 - Permanent Slope Easement
 - APN 031-121-018
 - Temporary Construction Easement
 - Permanent Slope Easement
 - Right-of-Way Acquisition

Response to COVID-19 has affected right-of-way negotiations with UC who had to direct their planning and land management functions to the new learning environment and subsequently responding to fires in the Santa Cruz area. Staff is still coordinating the transfer of the easements and right-of-way with UC. Given the short timeframe for meeting the CTC deadline, staff is recommending that City Council delegate some level of negotiation authority to the City Manager should the need arise to settle the transfers from UC.

FISCAL IMPACT:

Should the City Council approve this request, funding for the acquisitions and escrow closing costs will be appropriated from the City Capital Improvement Projects Fund 462, Imjin Parkway Widening Project.

The appraised and accepted value for the Sea Haven acquisitions is \$500.

The negotiated and accepted value of the MST acquisitions is \$27,000.

The appraised value for UC acquisitions is \$3,600 (APN 031-121-003) and \$39,700 (APN 031-121-018). Staff is still coordinating the transfer of the easements and right-of-way with UC. At the time of this report, UC has not indicated whether they are accepting the appraised value for the property.

CONCLUSION:

This request is submitted for City Council consideration and 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 P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND
EXECUTE GRANT DEEDS AND PURCHASE AGREEMENTS FOR THE
CONVEYANCE OF PORTIONS OF THE PROPERTIES ALONG THE IMJIN
PARKWAY WIDENING PROJECT CORRIDOR, AND TO TAKE ALL OTHER
ACTIONS NECESSARY TO ACCEPT AND RECORD SAID GRANT DEEDS ON
BEHALF OF THE CITY OF MARINA, AND AUTHORIZE THE FINANCE
DIRECTOR TO TRANSFER FUNDS PER PURCHASE AGREEMENTS AND MAKE
THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, at the regular meeting of October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving an agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway between Imjin Road and Reservation Road; and

WHEREAS, as improvements to Imjin Parkway impact adjacent private and publicly owned parcels, Kimley Horn utilized their sub-consultant Associated Right of Way Services (AR/WS) to prepare partial acquisition appraisals for the value of the proposed right of way acquisitions and easements for various locations along the corridor which are necessary for the construction and operation of the Imjin Parkway project; and

WHEREAS, offer packages that included legal descriptions of property needed for the project, appraisal summaries, and draft purchase and sale agreements were sent to MST, Sea Haven, and The Regent of the University of California (UC); and

WHEREAS, construction funding for the project is subject to approval by the California Transportation Commission (CTC). The Imjin Parkway Widening Project funding must be approved at the December 2020 meeting of the CTC. To be on the agenda for the December CTC meeting, the right-of-way certification must be submitted to Caltrans by October 5, 2020; and

WHEREAS, response to COVID-19 has affected right-of-way negotiations with UC who had to direct their planning and land management functions to the new learning environment and subsequently responding to fires in the Santa Cruz area; and

WHEREAS, staff is still coordinating the transfer of the easements and right-of-way with UC. Given the short timeframe for meeting the CTC deadline, staff is recommending that City Council delegate some level of negotiation authority to the City Manager should the need arise to settle the transfers from UC.

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

1. Authorize the City Manager or his designee to negotiate and execute Grant Deeds and Purchase Agreements for the conveyance of portions of the properties along the Imjin Parkway Widening Project corridor, and;

2. Authorize all other actions necessary to accept and record said Grant Deeds on behalf of the City of Marina, and;
3. Authorize the Finance Director to transfer funds per purchase agreements and make the necessary accounting and budgetary entries.

PASSED AND ADOPTED at a regular meeting of the City duly held on September 15, 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

[TEMPLATE]
AGREEMENT FOR PURCHASE OF PROPERTY

This AGREEMENT FOR PURCHASE OF REAL PROPERTY (“Agreement”) is entered into as of the _____ day of September, 2020, by and between _____ (“GRANTOR”) and the CITY OF MARINA, a Municipal Corporation, (“GRANTEE”);

RECITALS

A. GRANTOR is the legal owner of real property, including all improvements located thereon, in the City of Marina, County of Monterey, State of California, commonly known _____ (No Situs Address), Marina, CA and more particularly described in Exhibit “1” attached hereto and incorporated herein by this reference (“PROPERTY”); and

B. in conjunction with implementation of a segment of the Imjin Parkway Improvement Project, located in the City of Marina (“PROJECT”). GRANTOR desires to sell and GRANTEE desires to purchase a Fee Simple Interest, Slope Easement and a Temporary Construction Easement a portion of the PROPERTY (“Easements”), more specifically described in the attached Exhibits.

C. to accomplish the foregoing desires of GRANTEE and GRANTOR, the parties desire to enter into this Agreement for purchase and sale of the Fee Simple Interest, Slope Easement and Temporary Construction Easement under the terms and conditions set forth herein below;

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTEE and GRANTOR agree as follows:

1. Incorporation of Recitals. Each of the Recitals set forth above is incorporated herein by this reference.

2. Conveyance of Easements. In and for consideration of \$_____ GRANTOR agrees to sell and GRANTEE agrees to purchase the Easements described herein.

3. GRANTEE shall:

A. Prior to the close of escrow, pay the sum of _____ **Dollars** (\$_____) for the Fee Simple Interest, Slope Easement and Temporary Construction Easement to First American Title Company, 409 Washington Street, Suite 100, Monterey, CA 93940, hereinafter referred to as “Title Company,” for the account of the GRANTOR, Escrow No. 2714-5949502. Payment shall be conditioned upon the Easement vesting in GRANTEE free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes and all restrictions of record that would interfere with GRANTEE’s use and enjoyment of the Easement. Clearing of any title exceptions not acceptable to GRANTEE, in its sole discretion, shall be the responsibility of GRANTOR. This responsibility shall include, but not be limited to, securing releases, deeds, affidavits, or any other form of release determined to be necessary by the Title Company performing the escrow, and shall be a condition precedent to close of escrow. In the

event there are any additional title exceptions in updated title reports, GRANTOR shall have the same responsibility as above to clear any title exceptions not acceptable to GRANTEE.

B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

4. **GRANTOR shall:** Prior to the close of escrow, deposit in the escrow account designated in Paragraph 2(A) herein, an executed copy, suitable for recordation, of the Fee Simple Interest, Slope Easement and Temporary Construction Easement attached hereto, and incorporated by reference herein, as Exhibit "B".

5. **Indemnification.**
GRANTEE shall indemnify, defend and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs and expenses (including reasonable Attorneys' fees and costs), arising from or related to the exercise of GRANTEE's rights under this Agreement, or work performed in connection with the PROJECT, excepting only such loss, damage or liability as may be the intentional acts or sole negligence of the GRANTOR'S.

6. **Payment of Deed of Trust.**
If the PROPERTY is secured by a mortgage(s) or deed(s) of trust, GRANTOR shall be solely responsible for payment of any demand under authority of said mortgage or deed of trust. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

7. **Escrow Instructions.**
GRANTOR hereby authorizes GRANTEE to direct the Title Company to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

8. **Right of Possession.**
It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Fee Simple Interest, Slope Easement and Temporary Construction Easement by GRANTEE shall commence upon funds being deposited to escrow.

9. **No Leases.**
GRANTOR warrants there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and GRANTOR further agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of the Property.

10. **Deeds.**
As a condition precedent to approval of this Agreement by GRANTEE's governing board or authorized designee, Permanent Slope Easement, and Temporary Construction Easement or similar releases sufficient to clear from the Property any possessory rights which might interfere with GRANTEE's use of the Fee Simple Interest, Slope Easement and a Temporary Construction Easement will be required. It shall be the GRANTOR'S responsibility to secure said Grant Deeds or releases.

11. Integrity of Property.

Except as otherwise provided herein or by express written permission granted by GRANTEE, GRANTOR shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or otherwise transfer the Property or any portion thereof or allow the same to occur, cause or allow any physical changes on the Property, or enter into a lease or contract with respect to the Property or any portion thereof which would impair GRANTEE'S use of the Easement. At its sole expense, GRANTOR shall maintain the Property in a condition so as not to interfere with GRANTEE'S Easement.

12. Casualty or Loss.

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Property has been destroyed, or substantially damaged, GRANTOR shall promptly give GRANTEE written notice of the event, and GRANTEE, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR written notice of termination, in which event the parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If GRANTEE elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to GRANTEE all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set-over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts payable by GRANTEE for the Property under this Agreement.

13. Further Assurances.

The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

14. Gender, Number.

As used herein, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.

15. Governing Law & Venue.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California. The parties agree this Agreement is entered into and shall be performed in Monterey County, California.

16. Headings.

The captions and paragraph and subparagraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

17. Modification, Waiver.

No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

18. No Other Inducement.

The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

19. Severability.

If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall be severable and shall not be affected thereby, and each of the remaining terms, provisions, covenants or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Specific Performance and Other Remedies.

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

21. Successors.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

22. Time.

Time is of the essence of each provision of this Agreement. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

23. Waiver.

The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of the same condition in the future or a waiver of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

24. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the party to whom notice is to be given, or if mailed, five (5) days after mailing by first class mail, registered or certified mail, postage prepaid, and properly addressed as follows. Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

GRANTEE: City of Marina
City Clerk's Office
211 Hillcrest Avenue
Marina, CA 93933

GRANTOR: _____

25. No Real Estate Commissions.

Each party represents and warrants to the other that it has not engaged or dealt with any broker or finder in connection with this transaction, has not acted in a way that would entitle any such brokers or finders to any commission, and it shall defend, indemnify and hold the other party harmless from all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing representations and warranties where the same is based upon the acts or alleged acts of the indemnifying party.

26. Facsimile & Counterpart Copies of Agreement Valid and Binding for Preliminary Purpose.

GRANTEE and GRANTOR agree that any facsimile copy of this Agreement or counterpart copies, including all attachments, signatures and initials appearing thereon, shall be valid and binding on GRANTOR for purposes of presentation of the Agreement to GRANTEE's governing board for approval, but that all such copies shall be replaced prior to close of escrow by a fully executed original which shall be delivered to and kept in the official records of GRANTEE.

27. Condition Precedent: Approval of GRANTEE.

GRANTOR understands that this Agreement is subject to the approval of GRANTEE or authorized designee and that this Agreement shall have no force or effect unless and until such approval has been obtained.

28. Authority to Sign.

GRANTOR and the signatories for GRANTOR represent and warrant that GRANTOR'S signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on behalf of GRANTOR. The parties agree that written evidence of such authorization shall be submitted by each party to the other party prior to the close of escrow.

29. Counterparts Signature.

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

30. Mutuality. This Agreement is the product of negotiation and preparation by and among the parties represented by counsel. All sides and their counsel have reviewed and have had the opportunity to revise this Agreement. The parties waive the provisions of Section 1654 of the Civil Code of California and any other rule of construction to the effect that ambiguities are to be resolved against the drafting party, and the parties warrant and agree that the language of this Agreement shall neither be construed against or in favor of any party.

31. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the conveyance of the Easement and shall relieve GRANTEE of all further obligations or claims on this account or on account of the location, grade or operation of the PROJECT as designed.

GRANTOR:
Project Name: Imjin Parkway Improvements Project

APN:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE:

CITY OF MARINA,
A California Corporation

GRANTOR:

By: _____
Layne Long, City Manager

By: _____
[name of signatory]

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Date: _____ Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
_____, City Attorney

By: _____
[name of legal counsel]

Date: _____ Date: _____

GRANTOR:
Project Name: Imjin Parkway Improvements Project

APN:

EXHIBIT “1”

[Legal Description of Property]

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL B5, VOLUME 23 OF CITIES & TOWNS, PAGE 42**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel B5 as said parcel is shown on the map filed for record in Volume 23 of Cities and Towns at Page 42 in the office of the County Recorder of said county, described as follows:

A strip of land 10.00 feet wide lying southerly of and adjoining a portion of the northerly boundary of said Parcel B5 along the arc labeled on said map as "L=626.38, R=520.00', $\Delta=69^{\circ}01'00''$ ", said portion being bounded on the west by a radial bearing to the center of said arc that bears North $26^{\circ}32'30''$ East and bounded on the east by a radial bearing to the center of said arc that bears North $17^{\circ}07'11''$ East.

Containing 863 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



NW TERMINUS OF CURVE
SHOWN ON 23 C&T 42

MARINA HEIGHTS PHASE 2
VOL. 23 C&T PG. 42

CYPRESS

LOT 441
LOT 442
LOT 443
MARINA HEIGHTS LP HOA

$\Delta=9^{\circ}25'19''$
 $R=520.00'$
 $L=85.51'$

S26°32'30"W
(RADIAL)

S17°07'11"W
(RADIAL)

LOT 444
LOT 445
LOT 446

PARCEL B5
VOL. 23 C&T PG. 42

IMJIN

TEMPORARY
CONSTRUCTION
EASEMENT
±863 SQ. FT.

SLOPE EASEMENT
BY SEPARATE DESCRIPTION

PARKWAY

IMJIN
ROAD

60 0 60 120

SCALE: 1" = 60'

**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL B5, VOL.23 C&T, PG.42**

CITY OF MARINA, CALIFORNIA

SEPTEMBER 9, 2019



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

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL B5, VOLUME 23 OF CITIES & TOWNS, PAGE 42**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel B5 as said parcel is shown on the map filed for record in Volume 23 of Cities and Towns at Page 42 in the office of the County Recorder of said county, described as follows:

A strip of land 20.00 feet wide lying northerly of and adjoining a portion of the southerly boundary of said Parcel B5 along the arc labeled on said map as "L=662.51, R=550.00', $\Delta=69^{\circ}01'00''$ ", said portion being bounded on the west by a radial bearing to the center of said arc that bears North $26^{\circ}32'30''$ East and bounded on the east by a radial bearing to the center of said arc that bears North $17^{\circ}07'11''$ East.

Containing 1,776 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019

DATE



NW TERMINUS OF CURVE
SHOWN ON 23 C&T 42

MARINA HEIGHTS PHASE 2
VOL. 23 C&T PG. 42

CYPRESS

MARINA

HEIGHTS

LP HOA

$\Delta=28^{\circ}28'30''$ $R=550.00'$ $L=273.34'$ (TIE)

LOT
441

LOT
442

LOT
443

LOT
444

LOT
445

LOT
446

PARCEL B5
VOL. 23 C&T PG. 42

IMJIN

$S26^{\circ}32'30''W$
(RADIAL)

20'-WIDE
STRIP

$\Delta=9^{\circ}25'19''$
 $R=550.00'$
 $L=90.44'$

$S17^{\circ}07'11''W$
(RADIAL)

SLOPE EASEMENT
 $\pm 1,776$ SQ. FT.

PARKWAY

IMJIN
ROAD



SCALE: 1" = 60'



PLAT TO ACCOMPANY DESCRIPTION OF A SLOPE EASEMENT

OVER A PORTION OF PARCEL B5, VOL. 23 C&T, PG.42

CITY OF MARINA, CALIFORNIA

SEPTEMBER 9, 2019



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

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 2, VOLUME 26 OF SURVEYS, PAGE 38**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 2 as said parcel is shown on the map filed for record in Volume 26 of Surveys at Page 38 in the office of the County Recorder of said county, described as follows:

TEMPORARY CONSTRUCTION EASEMENT AREA 'A'

A strip of land, 10.00 feet wide, the easterly sideline of which being described as follows:

Beginning at a point of curvature on the southerly line of said Parcel 2, at the easterly terminus of the course labelled on said map as "S 73°37'27" W 527.00' "; thence departing said southerly line

- 1) North 16°57'00" East, 95.66 feet, more or less, to a point on the northeasterly line of said Parcel 2 (being also the southwesterly sideline of Imjin Parkway), and the terminus of said easterly sideline of said strip.

The sidelines of said strip are to be extended so as to terminate on said southerly and northeasterly lines of said Parcel 2.

Area A containing 1,004 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AREA 'B'

A strip of land, 10.00 feet wide, the southerly sideline of which being described as follows:

Beginning at a point on the southerly line of said Parcel 2 that bears North 72°37'27" East, 170.76 feet from the most southerly corner of said parcel; thence departing said southerly line (being also the northerly sideline of Imjin Road)

- 1) North 38°48'00" East, 37.73 feet; thence
- 2) North 72°37'27" East, 60.31 feet; thence
- 3) North 80°48'39" East, 147.48 feet, more or less, to a point on said southerly line of said Parcel 2 (being also the northerly sideline of Imjin Road); thence along said line
- 4) North 72°37'27" East, 10.00 feet to the terminus of said southerly sideline of said strip

The northerly sideline at the beginning of said strip is to be extended so as to terminate on said southerly line of said Parcel 2.

Area B containing 2,660 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

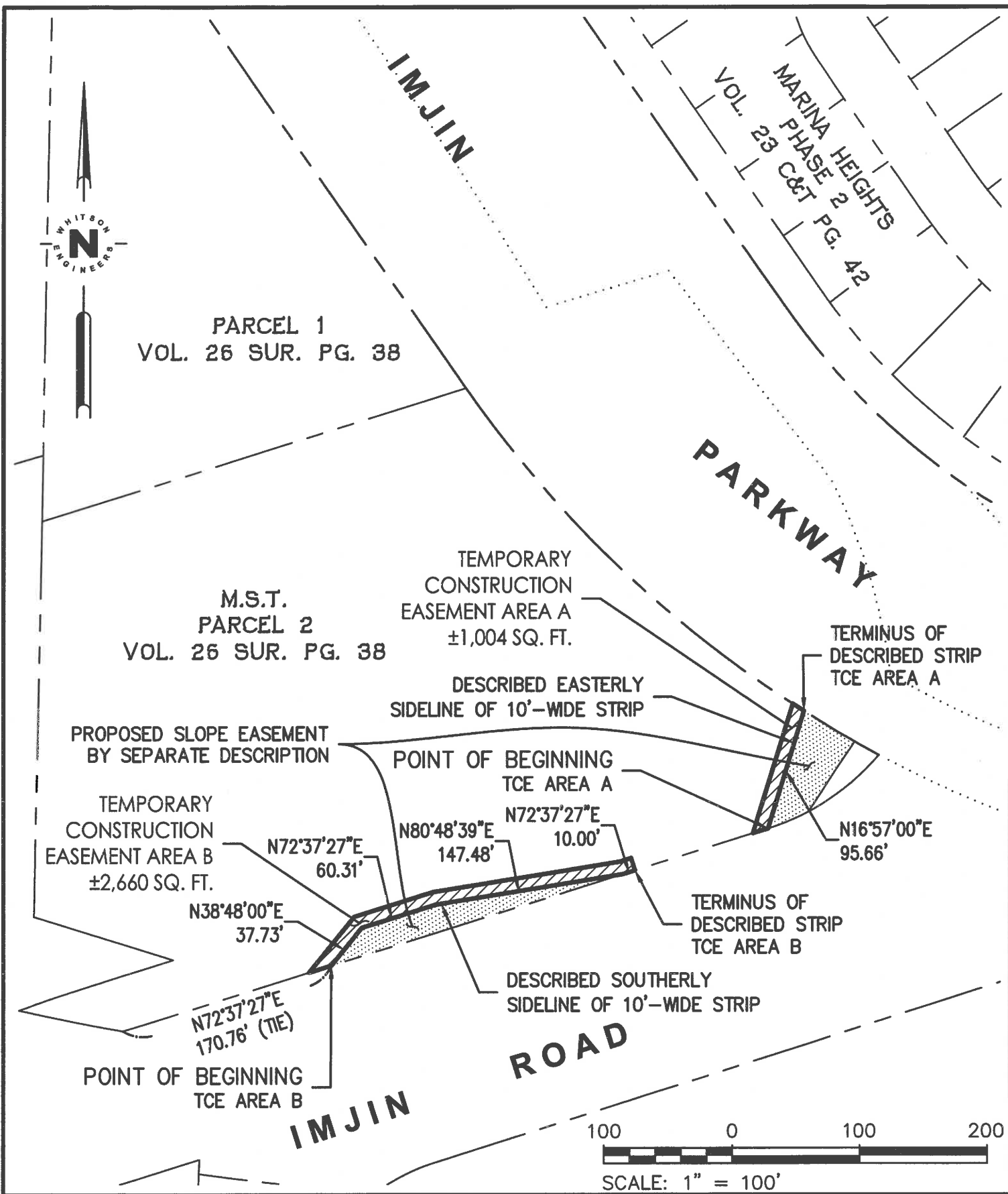


RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

10/23/2019
DATE



T:\Monterey Projects\3462 - Imjin Parkway Mapping\SURVEY\LEGAL DESC\3462 Legal Plats.dwg



**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 2, VOL. 26 SUR. PG. 38**

CITY OF MARINA, CALIFORNIA

OCTOBER 22, 2019



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

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 2, VOLUME 26 OF SURVEYS, PAGE 38**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 2 as said parcel is shown on the map filed for record in Volume 26 of Surveys at Page 38 in the office of the County Recorder of said county, described as follows:

SLOPE EASEMENT AREA 'A'

Beginning at a point of curvature on the southerly line of said Parcel 2, at the easterly terminus of the course labelled on said map as "S 73°37'27" W 527.00' "; thence departing said southerly line

- 1) North 16°57'00" East, 95.66 feet, more or less, to a point on the northeasterly line of said Parcel 2 (being also the southwesterly sideline of Imjin Parkway); thence along said northeasterly line
- 2) Southeasterly 46.77 feet along the arc of a non-tangent curve to the left having a radius of 920.00 feet (a radial bearing to the center point of said curve bears North 32°12'45" East), through a central angle of 2°54'45"; thence departing said northeasterly line
- 3) South 33°54'42" West, 65.82 feet, more or less, to a point on the southerly line of said Parcel 2 (being also the northerly sideline of Imjin Road); thence along said southerly line
- 4) Westerly 33.97 feet along the arc of a non-tangent curve to the right having a radius of 191.00 feet (a radial bearing to the center point of said curve bears North 27°34'02" West), through a central angle of 10°11'29" to the Point of Beginning.

Area A containing 2,798 square feet, more or less.

SLOPE EASEMENT AREA 'B'

Beginning at a point on the southerly line of said Parcel 2 that bears North 72°37'27" East, 170.76 feet from the most southerly corner of said parcel; thence departing said southerly line

- 1) North 38°48'00" East, 37.73 feet; thence
- 2) North 72°37'27" East, 60.31 feet; thence
- 3) North 80°48'39" East, 147.48 feet, more or less, to a point on said southerly line of said Parcel 2; thence along said southerly line (being also the northerly sideline of Imjin Road)
- 4) South 72°37'27" West, 237.62 feet, more or less, to the Point of Beginning.

Area B containing 3,128 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

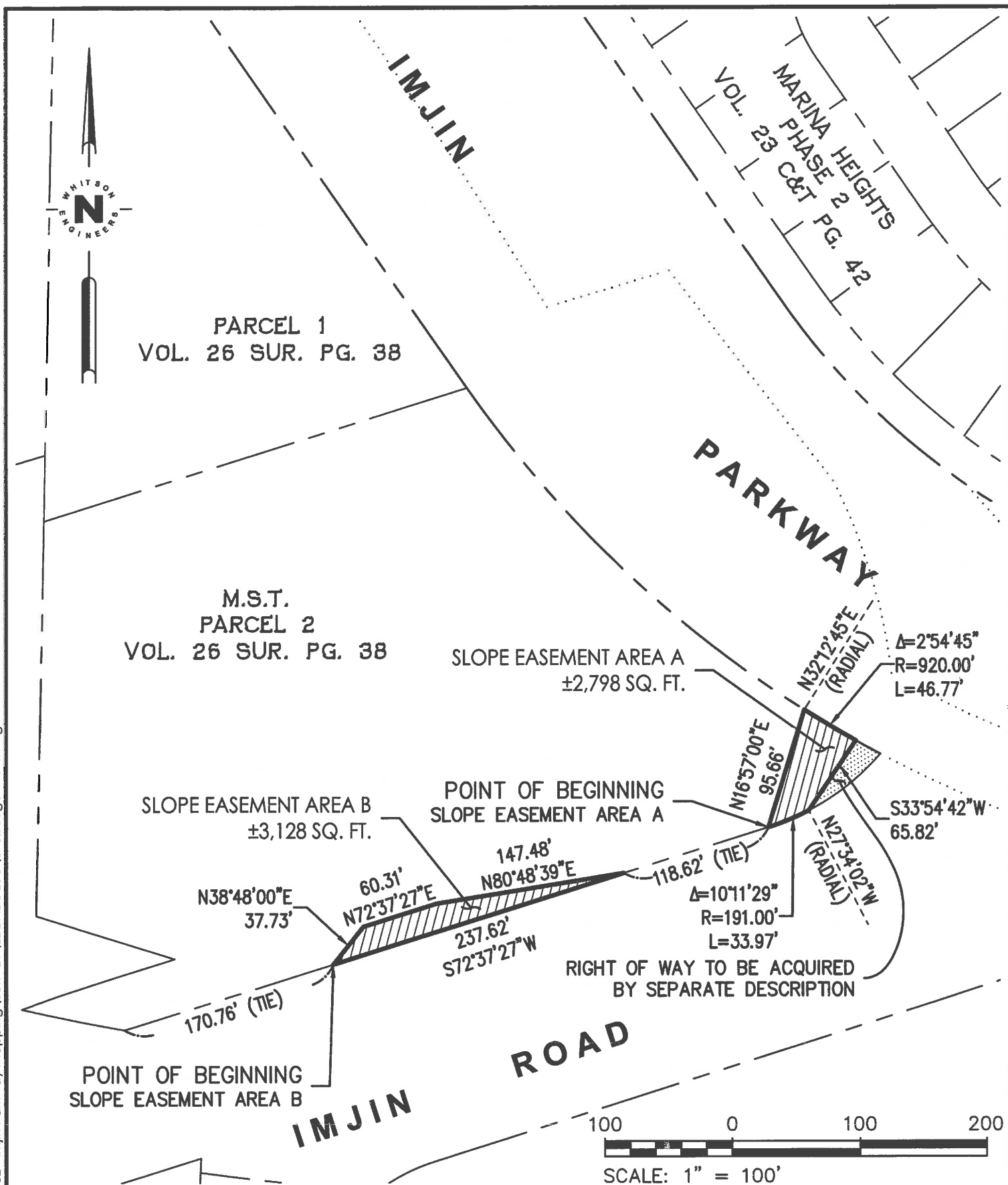


RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

10/23/2019
DATE



T:\Monterey Projects\3462 - Imjin Parkway Mapping\SURVEY\LEGAL DESC\3462 Legal Plats.dwg



**PLAT TO ACCOMPANY DESCRIPTION
OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 2, VOL. 26 SUR. PG. 38**

CITY OF MARINA, CALIFORNIA
OCTOBER 23, 2019



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

**LEGAL DESCRIPTION OF A RIGHT-OF-WAY ACQUISITION
OF A PORTION OF PARCEL 2, VOLUME 26 OF SURVEYS, PAGE 38**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 2 as said parcel is shown on the map filed for record in Volume 26 of Surveys at Page 38 in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said Parcel 2 as shown on said map; thence along the southeasterly boundary thereof (being also the southwesterly sideline of Imjin Parkway)

- 1) Southwesterly 71.65 feet along the arc of a curve to the right having a radius of 191.00 feet (a radial bearing to the center point of said curve bears North 49°03'35" West), through a central angle of 21°29'33"; thence departing said southeasterly boundary and said northwesterly line of Imjin Road
- 2) North 33°54'42" East, 65.82 feet, more or less, to a point on the northeasterly boundary of said Parcel 2 (being also the southwesterly sideline of Imjin Parkway); thence along said northeasterly boundary
- 3) Southeasterly 21.84 feet along the arc of a non-tangent curve to the left having a radius of 920.00 feet (a radial bearing to the center point of said curve bears North 29°17'57" East), through a central angle of 1°21'36", to the Point of Beginning.

Containing 874 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 5, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 5 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

A strip of land, 10.00 feet wide, the left sideline of which, looking in the direction of the of the traverse, being described as follows:

Beginning at a point on the northeasterly line of said Parcel 5 that bears North 49°47'39" West, 22.09 feet from the most easterly corner of said Parcel 5; thence departing said northeasterly line

- 1) South 45°20'37" West, 173.48 feet; thence
- 2) North 44°39'23" West, 26.00 feet; thence
- 3) South 45°20'37" West, 65.00 feet; thence
- 4) South 44°39'23" East, 26.00 feet; thence
- 5) South 39°10'56" West, 204.96 feet, more or less, to a point southeasterly line of said Parcel 5, being also the northwesterly sideline of Imjin Parkway, described as Parcel E4.7.1 in the quitclaim deed recorded as Document 2011003551, Official Records of said county, and the terminus of said strip.

The right sideline at the beginning of said strip is to be shortened so as to terminate on the northeasterly line of said Parcel 5.

Containing 0.114 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



CITY OF MARINA
PARCEL 6
VOL. 19 SUR. PG. 20

S49°47'23"E
22.09' (TIE)

POINT OF BEGINNING
OF DESCRIBED LEFT SIDELINE
OF 10'-WIDE STRIP

MOST EASTERLY CORNER OF
PARCEL 5, VOL.19 SUR PG.20

IMJIN

DESCRIBED LEFT SIDELINE
OF 10'-WIDE STRIP

SLOPE EASEMENT
BY SEPARATE DESCRIPTION

U.C.S.C.
PARCEL 5
VOL. 19 SUR. PG. 20

TEMPORARY CONSTRUCTION EASEMENT
±0.114 ACRES

N44°39'23"W
26.00'
S45°20'37"W
S44°39'23"E 65.00'
26.00'

NORTHWESTERLY LINE
OF IMJIN PARKWAY
RIGHT-OF-WAY

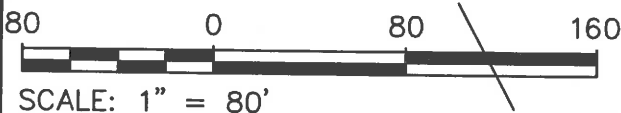
PARKWAY

DOC. # 2011003551
(FORMER FORT ORD
PARCEL E4.7.1)

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.7.2)

TERMINUS OF
DESCRIBED STRIP

* MARINA 1-A*
VOL.23 SUR. PG.79



**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 5, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA

SEPTEMBER 9, 2019



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

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 5, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 5 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said Parcel 5; thence along the northeasterly line thereof

- 1) North 49°47'39" West, 22.09 feet; thence departing said northeasterly line
- 2) South 45°20'37" West, 173.48 feet; thence
- 3) North 44°39'23" West, 26.00 feet; thence
- 4) South 45°20'37" West, 65.00 feet; thence
- 5) South 44°39'23" East, 26.00 feet; thence
- 6) South 39°10'56" West, 204.96 feet, more or less, to a point on the southeasterly line of said Parcel 5, being also the northwesterly sideline of Imjin Parkway, described as Parcel E4.7.1 in the quitclaim deed recorded as Document 2011003551, Official Records of said county; thence along said line
- 7) North 50°00'00" East, 91.90 feet; thence
- 8) Northeasterly 353.34 feet, more or less, along the arc of a tangent curve to the left having a radius of 1,725.00 feet, through a central angle of 11°44'10", more or less, to the Point of Beginning

Containing 0.298 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019

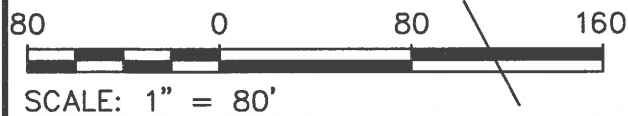
DATE



CITY OF MARINA
PARCEL 6
VOL. 19 SUR. PG. 20

U.C.S.C.
PARCEL 5
VOL. 19 SUR. PG. 20

* MARINA 1-A*
VOL.23 SUR. PG.79



**PLAT TO ACCOMPANY DESCRIPTION
OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 5, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019

POINT OF BEGINNING

IMJIN

(FORMER FORT ORD PARCEL EA.7.1)
DOC. # 2011003551

(FORMER FORT ORD PARCEL EA.7.2)
DOC. # 2012068033

PARKWAY

N49°47'39"W 22.09'

S45°20'37"W 173.48'

$\Delta=11^{\circ}44'10''$ R=1725.00' L=353.34'

SLOPE EASEMENT
±0.298 ACRES

N44°39'23"W 26.00'

S45°20'37"W 65.00'

S44°39'23"E 26.00'

S39°10'56"W 204.96'

.0616 3,000,00.05N



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

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 9, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 9 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

A strip of land, 10.00 feet wide, the northerly sideline of which being described as follows:

Beginning at a point on the easterly line of said Parcel 9 that bears South 02°15'00" West, 20.20 feet from the northerly corner of said Parcel 9; thence departing said easterly line

- 1) South 72°22'44" West, 157.16 feet; thence
- 2) South 43°21'54" West, 105.15 feet; thence
- 3) South 72°22'46" West, 110.00 feet; thence
- 4) North 76°59'03" West, 137.37 feet, more or less, to a point on the northerly line of said Parcel 9 (being also the southerly sideling of Imjin Parkway); thence along said northerly line
- 5) South 72°22'46" West, 10.00 feet to the terminus of said strip

The southerly sideline at the beginning of said strip is to be shortened so as to terminate on the easterly line of said Parcel 9.

Containing 0.119 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



MARINA HEIGHTS
PHASE 2
VOL. 23 C&T PG. 42



MOST NORTHERLY
CORNER OF PARCEL 9
VOL. 19 SUR. PG. 20

PARKWAY

S2°15'00"W
20.20' (TIE)

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.6.2)

POINT OF BEGINNING
OF NORTHERLY SIDELINE
OF 10'-WIDE STRIP

RIGHT OF WAY TO BE ACQUIRED
BY SEPARATE DESCRIPTION

SLOPE EASEMENT
BY SEPARATE DESCRIPTION

S72°22'44"W
157.16'

DESCRIBED
NORTHERLY SIDELINE
OF 10'-WIDE STRIP

TEMPORARY
CONSTRUCTION
EASEMENT
±0.119 ACRES

U.C.S.C.
PARCEL 9
VOL. 19 SUR. PG. 20

PARCEL 4
VOL.27 SUR. PG.17

S72°22'46"W
10.00'

N76°59'03"W
137.37'

S72°22'46"W
110.00'

S43°21'54"W
105.15'

TERMINUS OF
DESCRIBED STRIP



**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 9, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



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

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 9, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 9 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

Beginning at the most northerly corner of said Parcel 9; thence along the easterly line thereof

- 1) South 02°15'00" West, 20.20 feet; thence departing said easterly line
- 2) South 72°22'44" West, 157.16 feet; thence
- 3) South 43°21'54" West, 105.15 feet; thence
- 4) South 72°22'46" West, 110.00 feet; thence
- 5) North 76°59'03" West, 137.37 feet, more or less, to a point on the northerly line of said Parcel 9 (being also the southerly sideline of Imjin Parkway); thence along said northerly line
- 6) North 72°22'46" East, 179.42 feet; thence departing said northerly line
- 7) North 82°38'41" East, 61.73 feet; thence
- 8) North 72°22'46" East, 80.00 feet; thence
- 9) North 62°06'51" East, 61.73 feet to a point on said northerly line of said Parcel 9 thence along said northerly line
- 10) North 72°22'46" East, 103.29 feet, more or less, to the Point of Beginning

Containing 0.400 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



MARINA HEIGHTS
PHASE 2
VOL. 23 C&T PG. 42



IMJIN

POINT OF BEGINNING
MOST NORTHERLY CORNER
PCL. 9, VOL. 19 SUR. PG. 20

PARKWAY

RIGHT OF WAY TO BE ACQUIRED
BY SEPARATE DESCRIPTION

N62°06'51"E
61.73'

N72°22'46"E
103.29'

S2°15'00"W
20.20'

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.6.2)

N82°38'41"E
61.73'

N72°22'46"E
80.00'

S72°22'44"W
157.16'

N72°22'46"E
179.42'

S43°21'54"W
105.15'

N76°59'03"W
137.37'

S72°22'46"W
110.00'

SLOPE EASEMENT
±0.400 ACRES

U.C.S.C.
PARCEL 9
VOL. 19 SUR. PG. 20

PARCEL 4
VOL.27 SUR. PG.17



SCALE: 1" = 100'

**PLAT TO ACCOMPANY DESCRIPTION
OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL. 9, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



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

**LEGAL DESCRIPTION OF A RIGHT-OF-WAY ACQUISITION
OF A PORTION OF PARCEL 9, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 9 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

Beginning at a point on the northerly line of said Parcel 9 that bears South 72°22'46" West, 103.29 feet from the most northerly corner of said Parcel 9; thence along said northerly line (being also the southerly sideline of Imjin Parkway)

- 1) South 72°22'46" West, 201.48 feet; thence departing said northerly line (and said southerly sideline of Imjin Parkway)
- 2) North 82°38'41" East, 61.73 feet; thence
- 3) North 72°22'46" East, 80.00 feet; thence
- 4) North 62°06'51" East, 61.73 feet, more or less, to the Point of Beginning

Containing 1,548 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019

DATE



MARINA HEIGHTS
PHASE 2
VOL. 23 C&T PG. 42



MOST NORTHERLY
CORNER OF PARCEL 9
VOL. 19 SUR. PG. 20

IMJIN

RIGHT-OF-WAY ACQUISITION
±1,548 SQ. FT.

POINT OF BEGINNING

PARKWAY

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.6.2)

201.48'
S72°22'46"W
61.73'
80.00'
N82°38'41"E N72°22'46"E N62°08'51"E
61.73'
S72°22'46"W
103.29'(TIE)

U.C.S.C.
PARCEL 9
VOL. 19 SUR. PG. 20

PARCEL 4
VOL.27 SUR. PG.17

100 0 100 200



SCALE: 1" = 100'

**PLAT TO ACCOMPANY DESCRIPTION
OF RIGHT-OF-WAY TO BE ACQUIRED
BEING A PORTION OF PARCEL 9, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 15, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
RECEIVING A REPORT ON THE RATE ADJUSTMENT
CALCULATION FOR THE FRANCHISE COLLECTION OF SOLID
WASTE, RECYCLING, AND ORGANICS BY GREEN WASTE
RECOVERY, CONSIDERING OPTIONS FOR RECONCILING THE
SURPLUS FRANCHISE REVENUE, AND PROVIDING DIRECTION TO
STAFF**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020 – receiving a report on the rate adjustment calculation for the franchise collection of solid waste, recycling, and organics by Green Waste Recovery (GWR),
2. Consider options for reconciling the surplus franchise revenue, and
3. Provide direction to staff.

BACKGROUND:

On August 19, 2014, the City Council adopted Resolution No. 2014-98, and entered into a new exclusive 15-year Franchise Agreement with Green Waste Recovery (GWR) to provide solid waste, recycling, and organics collection services for the City of Marina. The Agreement provides for automatic annual rate adjustments for GWR's services calculated following either a multi-index rate adjustment methodology or a cost-based rate adjustment methodology. City Council last set solid waste service rates as shown on "**EXHIBIT A**" by adopting Resolution 2018-56 on June 5, 2018.

Cost-based Rate Adjustment Methodology

The cost-based adjustment involves an extensive and detailed review of GWR's actual cost of operations, changes in inflation, the number of customers, and the service level provided and comparing this to actual gross receipts collected to determine GWR's compensation for the current rate period and to forecast the future rates.

Multi-index Rate Adjustment Methodology

Each service level rate in the Franchise Agreement rate schedule is comprised of an operating component, disposal/processing component and a fee component. The annual rate adjustment consists of adjusting each of the rate components by index, tonnage disposal rates, and a percent of the total rate by service level accordingly.

The initial rates set in the franchise agreement were based upon the proposal from GWR and assumptions made in the absence of sufficient operational data. Sufficient revenue and operational data became available over time to determine if revenues are in line with projections based upon service levels anticipated at the onset of the franchise agreement. "**EXHIBIT B**" shows the projected revenues (\$3,197,107) based upon the initial assumptions of the franchise agreement versus the actual revenues generated by GWR operations during the 2017-2018 rate year (\$3,795,782). The difference of \$598,675 indicated that a cost-based rate adjustment was needed to bring revenue more in line with the cost of providing service to the City.

At the December 18, 2018 City Council meeting, City Council directed staff to reach out to the other six agencies that have franchise agreements with GWR to find out if any were ready and willing to perform a similar cost-based rate adjustment this year. Staff contacted the solid waste contract managers with the Cities of Carmel-by-the-sea, Del Rey Oaks, Pacific Grove, Sand City, Seaside, and the Pebble Beach Community Services District (PBCSD). Only PBCSD indicated that they were considering the possibility.

Also, at the December 18, 2018 City Council meeting, City Council directed staff to request a proposal from HF&H to perform a cost-based rate adjustment. The City has utilized HF&H, as have the other local agencies that have similar franchise agreements with GWR, to analyze data generated by GWR operations as well as analyze proposed rate increases to determine if they are in line with the methodologies required by the franchise agreement. HF&H is familiar with the negotiations that went into the original franchised agreement as well as the subsequent rate adjustments and is the most qualified firm to perform the required methodology of the cost-based rate adjustment.

The City Council adopted Resolution 2019-05 at the January 15, 2109 meeting approving a contract with HF&H to perform the cost-based rate adjustment at a cost not-to-exceed \$119,710. Per the same resolution, City Council directed staff to request a cost-based rate adjustment per the requirements of the franchise agreement with GWR.

On January 16, 2019 staff transmitted a formal letter to GWR requesting a cost-based rate adjustment. In response to the letters received from the City of Marina and PBCSD, and given the level of effort involved in a cost-based rate adjustment, GWR requested that the cost-based rate adjustment be performed for all seven agencies that they have franchise agreements with.

Cost-based Rate Adjustment

The purpose of the cost-based rate adjustment is to “true up” service fees to the actual level of service provided. The cost-based rate adjustment involved the review of GWR’s actual cost of operations during Fiscal Year 2018-2019 (including staffing levels, routes, hours, customers and their service levels, etc.) to determine the “Total Contractor’s Compensation.” As part of the review process, HF&H determined allowable costs per the stipulations of the Franchise Agreement between the City and GWR. The difference between the allowable “Total Contractor’s Compensation” and the gross receipts in calendar year (2018) was the rate adjustment factor. This calculated rate adjustment factor was applied to the existing rates to determine the rate adjustment for Fiscal Year 2019-20.

The analysis phase of the cost-based rate adjustment extended over a year and was completed in the spring of 2020. As a result, no rate adjustment occurred on July 1, 2019. In addition to the deferred 2019 cost-based rate adjustment, the City was subject to the 2020 multi-index rate adjustment that would have become effective July 1, 2020 if there was a need to increase rates.

ANALYSIS:

HF&H prepared the memorandum attached as “**EXHIBIT C**” which provides the result of the recent rate adjustment analyses. The cost-based rate adjustment resulted in a 13.99% rate decrease for the rate period 2019-2020 resulting in a \$540,298 surplus in revenues. The subsequent multi-index rate adjustment resulted in a 6.69% rate decrease for the rate period 2020-2021 resulting in a \$258,203 surplus in revenues. The total amount of revenue surplus will eventually be drawn down due to future service cost increases in the absence of a rate decrease or City Council direction to address the surplus sooner. The surpluses are projected to be drawn down over the course of 3 to 4 years with anticipated increases in service delivery costs.

Several factors are contributing to an anticipated future need for rate increases. The disposal and processing component of service rates is automatically adjusted as a direct pass-through based on Monterey Regional Waste Management District fees and the City's prior year's tonnages by material type. The processing of recyclable materials is now being performed by the Municipal Recycling Facility (MRF). MRWMD was crediting \$40.00/ton to GWR on the monthly disposal bill for recyclable materials which is passed on to the rate payers up through June 30, 2019. Starting July 1, 2020 MRWMD instituted a \$40.00/ton charge on recyclables processing due to significant reductions in recyclable material value. MRWMD also adopted a 5% tip fee increase applied to waste. HF&H incorporated these increases in the rate analysis for 2020-2021.

Senate Bill 1383 requires increasing the rate of organic waste diversion from landfills over the next few years up to a rate of 75% by 2025. The necessary changes are currently being considered by the Technical Advisory Committee for MRWMD which anticipates significant changes to the methods of organic waste segregation, collection, and diversion which will result in increased service costs.

City Council should consider the following options regarding future solid waste service rates and the surplus rate revenues:

- 1) Leave rates as set on June 5th, 2018 until such time as the surplus has been expended and address further service cost increases with a rate increase at the subsequent regularly scheduled rate adjustment.
- 2) Rebate surplus revenues minus the cost of processing the rebate and adjust rates at the next regularly scheduled rate adjustment.
- 3) Rebate surplus revenues and adjust rates down out of cycle to bring revenue in line with cost identified by the last cost-based rate adjustment and subsequent index-based rate adjustment.

Staff recommends option 1 given the impending need for rate increases driven by changes in requirements for organics recycling and increasing costs for processing recycling.

Option 2 may be welcome by rate payers. The rebate would likely precede a rate increase on July 1, 2021. Rebates would go to the account holders. Some rebates may go unclaimed and rebates to landlords may not be passed on to tenants.

Option 3 is not recommended. Adjusting rates downward would require additional analysis on the part of GWR and the City delaying any adjustment until 6 months or less before the next regularly scheduled rate setting. Out of cycle reductions followed by an increase in less than a year may be confusing to the rate payers.

FISCAL IMPACT:

The cost of the rate studies performed by HF&H were incorporated into the rate reduction calculations and reduced the surplus revenue by an equivalent amount resulting in no cost to the City.

The surplus revenue identified by the studies belongs to the rate payers and is currently being used to freeze service rates at that were set on July 1, 2018. The Franchise Agreement has a 15% franchise fee of gross receipts which is remitted to the City. Any rate change provides a corresponding change in franchise fee revenue.

CONCLUSION:

This request is submitted for City Council consideration and direction to staff.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

Exhibit A – 2018/19 GWR rates

Exhibit B – 2017/2018 Projected vs. Actual GWR Revenue

Exhibit C – Summary of HF&H's review for 2019/2020 and 2020/20201 GWR's rates

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING A
REPORT ON THE RATE ADJUSTMENT CALCULATION FOR THE FRANCHISE
COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS BY GREEN WASTE
RECOVERY, CONSIDERING OPTIONS FOR RECONCILING THE SURPLUS
FRANCHISE REVENUE, AND PROVIDING DIRECTION TO STAFF

WHEREAS, the City of Marina entered into a franchise agreement with GreenWaste Recovery (GWR) on August 19, 2014 for solid waste, recycling, and organics collection services for the period of August 1, 2015 through July 31, 2030, and;

WHEREAS, the initial rates set in the franchise agreement were based upon the proposal from GWR and assumptions made in the absence of sufficient operational data. Sufficient revenue and operational data became available over time to determine if revenues are in line with projections based upon service levels anticipated at the onset of the franchise agreement, and;

WHEREAS, City Council adopted Resolution 2019-05 at the January 15, 2109 meeting directing staff to request a cost-based rate adjustment per the requirements of the franchise agreement with GWR, and;

WHEREAS, the cost-based rate adjustment resulted in a 13.99% rate decrease for the rate period 2019-2020 resulting in a \$540,298 surplus in revenues. The subsequent multi-index rate adjustment resulted in a 6.69% rate decrease for the rate period 2020-2021 resulting in a \$258,203 surplus in revenues, and;

WHEREAS, the total amount of revenue surplus will eventually be drawn down due to future service cost increases in the absence of a rate decrease or City Council direction to address the surplus sooner. The surpluses are projected to be drawn down over the course of 3 to 4 years with anticipated increases in service delivery costs, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina hereby receives a report on the rate adjustment calculation for the franchise collection of solid waste, recycling, and organics by Green Waste Recovery and provides direction to staff regarding the following options:

- 1) Leave rates as set on June 5th, 2018 until such time as the surplus has been expended and address further service cost increases with a rate increase at the subsequent regularly scheduled rate adjustment.
- 2) Rebate surplus revenues minus the cost of processing the rebate and adjust rates at the next regularly scheduled rate adjustment.
- 3) Rebate surplus revenues and adjust rates down out of cycle to bring revenue in line with cost identified by the last cost-based rate adjustment and subsequent index-based rate adjustment.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of September 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

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$16.54	Included	Included
Curbside 64 Gallon	\$20.74	Included	Included
Curbside 96 Gallon	\$23.55	Included	Included
Curbside Low Income	\$14.18	Included	Included
Curbside Senior Rate	\$8.35	Included	Included
Notes:			
See Exhibit B1 for specific service availability			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$17.84	\$36.38	\$54.58	\$72.77	\$90.97	\$109.15
64-Gallon Cart	\$34.21	\$69.78	\$104.66	\$139.55	\$174.44	\$209.33
96-Gallon Cart	\$44.09	\$89.94	\$134.90	\$179.87	\$224.84	\$269.81
1-Cubic Yard Bin	\$95.61	\$195.05	\$292.59	\$390.11	\$487.64	\$585.16
2-Cubic Yard Bin	\$190.24	\$388.08	\$582.11	\$783.29	\$970.19	\$1,164.23
3-Cubic Yard Bin	\$285.75	\$582.93	\$874.40	\$1,165.85	\$1,457.32	\$1,748.79
4-Cubic Yard Bin	\$380.90	\$777.04	\$1,165.57	\$1,554.09	\$1,942.62	\$2,331.13
6-Cubic Yard Bin	\$449.98	\$917.97	\$1,376.95	\$1,835.93	\$2,294.92	\$2,753.89
8-Cubic Yard Bin	\$600.00	\$1,224.00	\$1,836.00	\$2,448.01	\$3,060.01	\$3,672.02
2-Cubic Yard Compactor	\$231.97	\$471.54	\$707.31	n/a	n/a	n/a
3-Cubic Yard Compactor	\$348.34	\$708.12	\$1,062.18	n/a	n/a	n/a
4-Cubic Yard Compactor	\$464.36	\$943.97	\$1,415.94	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$5.13	\$10.47	\$15.70	\$20.93	\$26.16	\$31.40
96-Gallon Cart	\$6.61	\$13.49	\$20.24	\$26.98	\$33.72	\$40.47
1-Cubic Yard Bin	\$14.34	\$29.25	\$43.89	\$58.52	\$73.14	\$87.77
2-Cubic Yard Bin	\$28.53	\$58.21	\$87.32	\$117.49	\$145.53	\$174.63
3-Cubic Yard Bin	\$42.86	\$87.44	\$131.16	\$174.88	\$218.60	\$262.32
4-Cubic Yard Bin	\$57.13	\$116.55	\$174.84	\$233.12	\$291.39	\$349.67
6-Cubic Yard Bin	\$67.50	\$137.70	\$206.54	\$275.39	\$344.23	\$413.09
8-Cubic Yard Bin	\$90.00	\$183.60	\$275.40	\$367.20	\$459.01	\$550.81
2-Cubic Yard Compactor	\$23.09	\$47.34	\$71.01	n/a	n/a	n/a
3-Cubic Yard Compactor	\$34.70	\$71.12	\$106.69	n/a	n/a	n/a
4-Cubic Yard Compactor	\$46.25	\$94.80	\$142.20	n/a	n/a	n/a

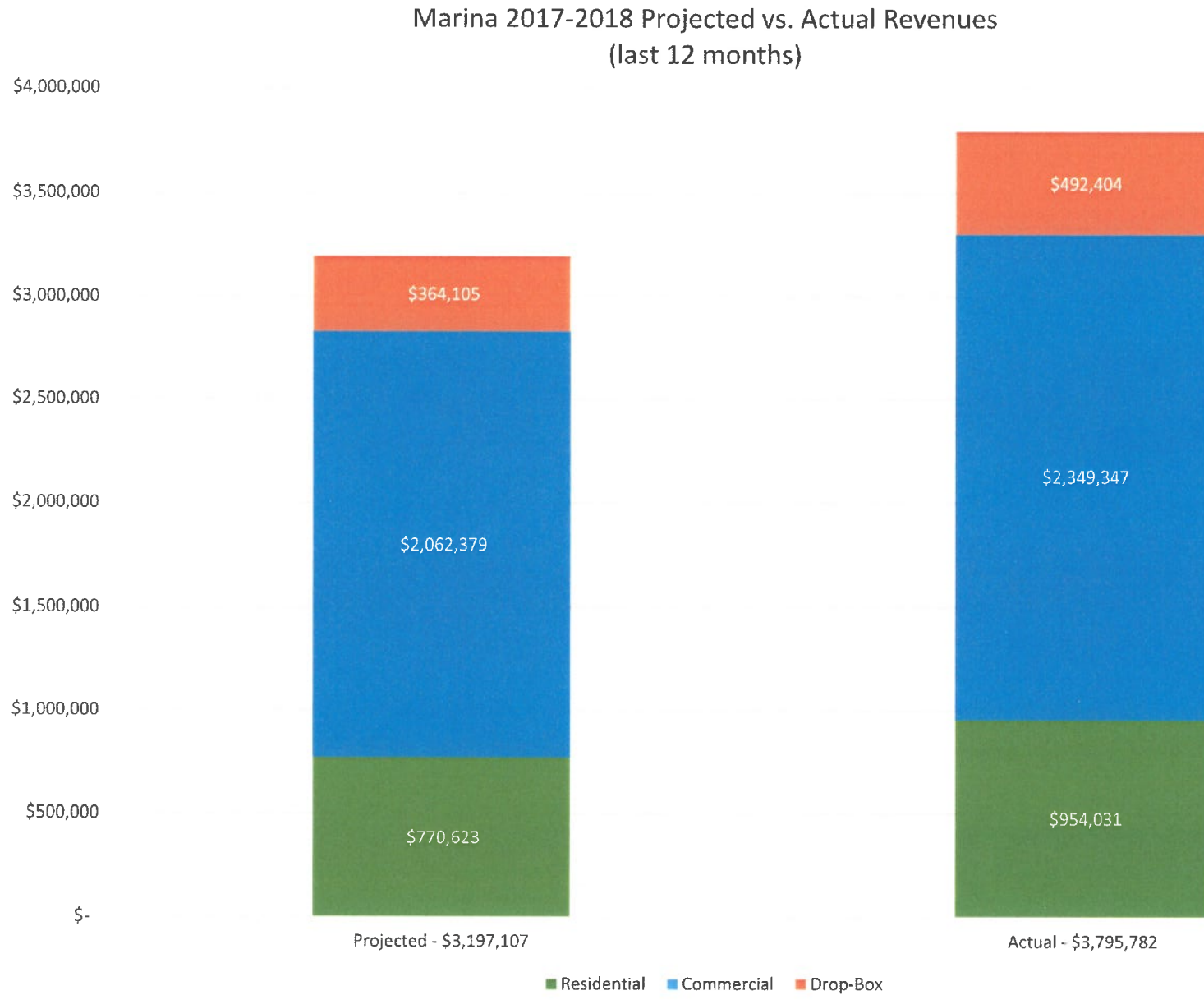
Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$25.66	\$52.33	\$78.50	\$104.66	\$130.83	\$156.99
96-Gallon Cart	\$33.07	\$67.45	\$101.18	\$134.90	\$168.63	\$202.35
1-Cubic Yard Bin	\$71.71	\$146.29	\$219.43	\$292.59	\$365.73	\$438.87
2-Cubic Yard Bin	\$142.67	\$291.06	\$436.59	\$587.46	\$727.64	\$873.18

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$25.66	\$52.33	\$78.50	\$104.66	\$130.83	\$156.99
96-Gallon Cart	\$33.07	\$67.45	\$101.18	\$134.90	\$168.63	\$202.35
1-Cubic Yard Bin	\$71.71	\$146.29	\$219.43	\$292.59	\$365.73	\$438.87
2-Cubic Yard Bin	\$142.67	\$291.06	\$436.59	\$587.46	\$727.64	\$873.18
3-Cubic Yard Bin	\$214.31	\$437.20	\$655.80	\$874.39	\$1,092.99	\$1,311.59
4-Cubic Yard Bin	\$285.68	\$582.78	\$874.18	\$1,165.57	\$1,456.96	\$1,748.35
6-Cubic Yard Bin	\$337.49	\$688.48	\$1,032.71	\$1,376.95	\$1,721.19	\$2,065.42
8-Cubic Yard Bin	\$450.00	\$918.00	\$1,377.00	\$1,836.01	\$2,295.01	\$2,754.01

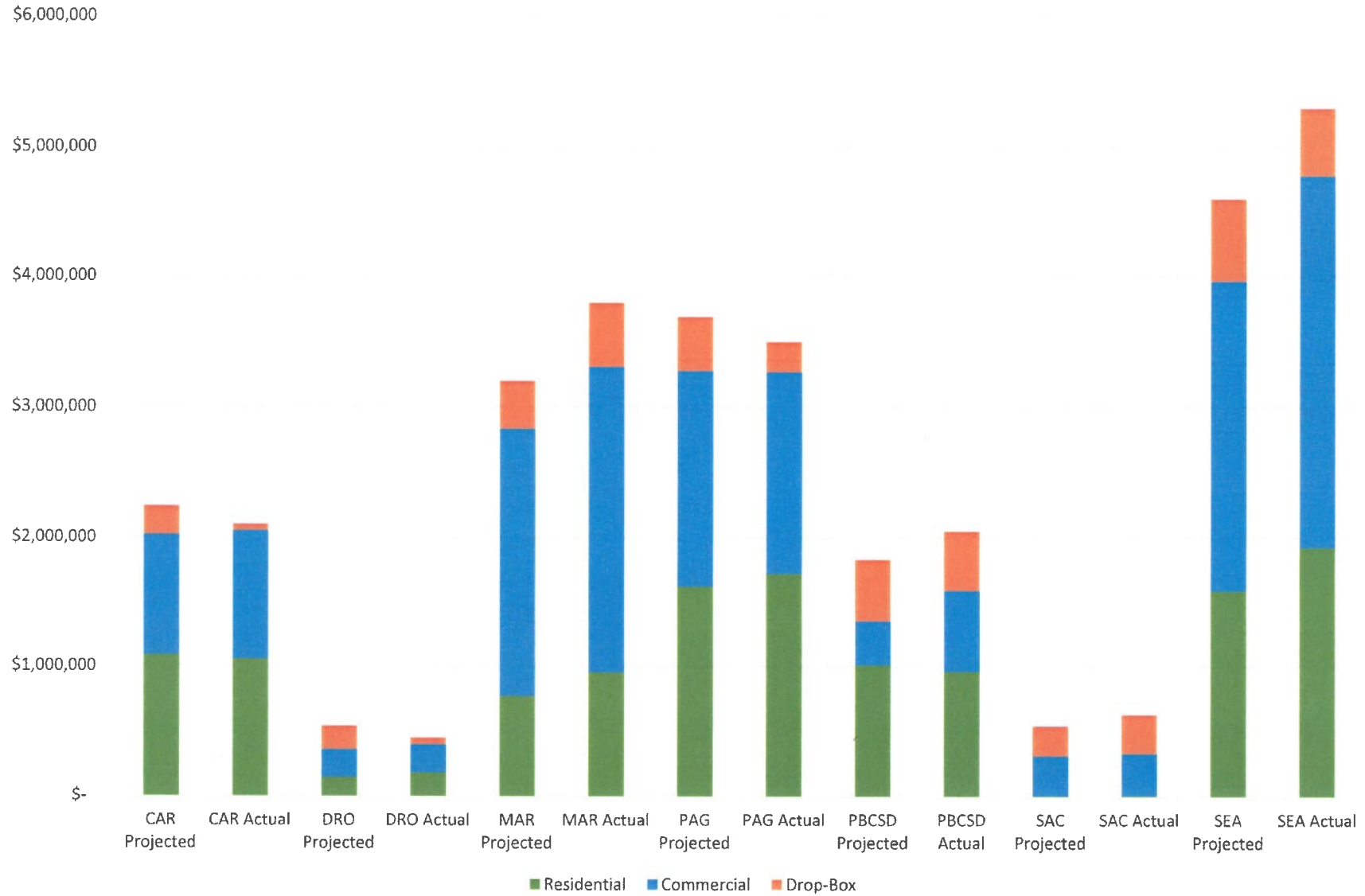
Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$286.95	\$214.94	\$214.94	\$286.95
20 YD	\$413.45	\$214.94	\$214.94	\$413.45
30 YD	\$539.97	\$214.94	\$214.94	\$539.97
40 YD	\$666.48	\$214.94	\$214.94	\$666.48
Roll-Off Compactor (Any)	\$999.72	\$214.94	N/A	N/A
Per Ton	\$72.94	-\$47.06	\$47.06	\$72.94

Additional Service Rates		
Service	Sector	Charge Per Event
Cart Rental - All Sizes	RES	\$3.27
Cart Replacement	RES	\$65.50
Re-Delivery or Re-Start	RES	\$27.29
Cart Cleaning	RES	\$27.29
Non-Scheduled Collection	RES	\$20.74
Difficult to Service Cart	COM	\$1.09
Difficult to Service Bin	COM	\$3.27
Locking Bin	COM	\$54.58
Cart Replacement	COM	\$65.50
Cart Cleaning	COM	\$27.29
Bin Swap- Cleaning or Repainting	COM	\$81.87
Bulky - Recyclable	RES/COM	\$21.83
Bulky - Non Recyclable	RES/COM	\$27.29
Bulky - Event	RES/MFD	\$32.75
Covered Box	RO	\$81.87
Driver Time per Hour	RO	\$120.08
Dry Run or Relocation	RO	\$81.87
Extra Days	RO	\$27.29

*Note: All rates charged monthly unless stated otherwise



2017-2018 Projected vs. Actual Revenues
(last 12 months)





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Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA
Robert C. Hilton, CMC

September 9, 2020

Mr. Brian McMinn
Public Works Director
City of Marina

Sent via E-mail

Subject: Review of GreenWaste Recovery's 2020/21 Rate Request

Reference Number: S5051

Dear Mr. McMinn:

HF&H Consultants, LLC (HF&H) was retained by the City to assist with a review of a Cost Based Rate Adjustment (CBRA) of GreenWaste Recovery (GWR) intended to result in an adjustment to customer rates, effective July 1, 2019 (Rate Period 5). Due to delays in the submittal of the CBRA, the findings of the CBRA were to be included with the index based rate adjustment (which the Monterey Regional Waste Management District (District) has retained HF&H to perform annually) for the City of Marina (City) with rates to be adjusted July 1, 2020 (Rate Period 6). This report presents our findings and recommendations.

EXECUTIVE SUMMARY

HF&H's review of GWR's Rate Period 5 and 6 rate requests to the City and subsequent negotiations with GWR related to those rate requests result in the following outcomes:

1. A -13.99% adjustment (the result of a \$540,298 surplus in revenues) to rates as calculated in the CBRA for Rate Period 5. City staff has indicated a preliminary preference to freeze rates and use the rate reduction as an offset against future rate adjustments, until such time as that credit has been exhausted. Due to GWR's late triggering and submittal of the CBRA for Rate Period 5, HF&H recommends that the City not apply any rate adjustment to Rate Period 5 and instead make the CBRA effective with Rate Period 6 (July 1, 2020) in combination with the index based adjustment.
2. A proposed amendment to the franchise agreement. This amendment memorializes the negotiated revisions to costs and services resulting from the CBRA. The most significant elements of the amendment relate to: 1) adding staffing with GWR to support the City's compliance with AB 341, AB 1826, and SB 1383 reporting; and, 2) revising the index based rate adjustment methodology to formally correct mechanical issues in Exhibit E1.
3. A -6.69% adjustment (the result of a \$258,203 surplus in revenues) to rates as calculated in the amended Exhibit E1 and incorporating the anticipated recycling and disposal rate adjustments at the District.



Mr. Brian McMinn
September 9, 2020
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4. A cumulative -19.74% adjustment to rates when accumulating and compounding the effects of #1 and #3 above. Or no adjustment to rates and a remaining credit of \$798,501 to be used against future rate adjustments. The table below illustrates an example of a common current rate (established for Rate Period 4) and the adjustment of that rate through Rate Periods 5 and 6.

Figure 1 – Example Rate Impact of Adjustment

Marina Rate Adjustments				
	Current Rates (RP 4)	RP 5	RP6	Total Change
Adjustment	N/A	-13.99%	-6.69%	-19.74%
Residential 32-gallon rate	\$ 16.54	\$ 14.22	\$ 13.27	\$ (3.27)

BACKGROUND

In 2012, the City, participating with other members of the District, issued a competitive request for proposals for collection services and entered into the new agreement with GWR effective July 1, 2015. The agreement provides for the following, related to the adjustment of rates:

- Rates are to be adjusted annually throughout the term of the agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the District, unless either the City or GWR request a CBRA.
- The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the agreement (Section 8.2.D).
- On January 16, 2019, a CBRA was triggered by the City of Marina. By March 8, 2019 CBRA's had been triggered for all of the District's Peninsula Cities served by GWR.
- Delays in the submittal of the cost based rate adjustment and required supporting documentation caused a delay in setting rates for FY 2019/2020 (RP5), resulting in the combining of CBRA and the scheduled index based rate adjustment effective July 1, 2020.
- The CBRA resulted in a -13.99% adjustment, details of which can be seen as Attachment A.
- During the CBRA review, a number of issues surrounding the process for setting rates and the resulting rate relationships amongst sectors and materials was identified. As such the City and GWR have negotiated an amendment to the prescribed methodology for the CBRA and index adjustments so as to not alter rate relationships between service sectors and material types.
- Through negotiations of the amendment, as a result of the desire to maintain current rate relationships between sectors and service levels, the City and GWR have prescribed a uniform rate adjustment to be applied to all sectors.



Mr. Brian McMinn
 September 9, 2020
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- The results of the CBRA indicate a required -13.99% adjustment needed to adequately compensate GWR for the services provided to the City which serves as the basis on which RP6 compensation is calculated.

RATE CALCULATION REVIEW

HF&H Scope of Work

HF&H performed this review of the rate request in accordance with Exhibit E1 (for the index based rate adjustment). These procedures included:

1. A review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement based on the results of the CBRA.
2. A review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, that the rows and columns of numbers add down and across as intended, and that the stated assumptions were, in fact, used. Also, to determine that the rate request is internally consistent and that any summary schedules agree to the supporting schedules and worksheets.
3. Verification of the inclusion of the franchise fee calculation in the adjustment.
4. Verifying contract compliance with regard to:
 - A) The indices used in the adjustment;
 - B) The tip fees reported for the disposal/processing components of the rates;
 - C) The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology with them and the methodology appears reasonable and consistent with standard practices within the industry.
 - D) Any changes in governmental fees on the fee component of the rates; and, the accurate application of the resultant percentage changes in the various rate components to the rate schedules approved by each agency through the franchise agreements.

Review of Rate Request

Rate Period 6 Application

As part of the negotiations of revised Amendment 1, HF&H prepared the rate application for RP6 after the results of RP5 were determined. These were reviewed by GWR's controller and CFO, and were approved as being in alignment with Amendment 1. The results of the CBRA can be seen in RP5 and the resulting calculation of RP6 per methodology of Exhibit E1 of the amendment can be seen in the table below.



Mr. Brian McMinn
September 9, 2020
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Figure 2 - Application of Index Based Adjustments to RP5

	Rate Period Five	Adjustment Factor	Rate Period Six
Annual Cost of Operations			
Labor-Related Costs	\$ 433,147	1.02669	\$ 444,707
Vehicle-Related Costs	\$ 114,094	1.03155	\$ 117,694
Fuel Costs	\$ 92,126	1	\$ 92,126
Other Costs	\$ 310,455	1.03155	\$ 320,249
Direct Depreciation	\$ 193,751	N.A.	\$ 193,751
Total Allocated Costs - Labor, Vehicle, Fuel & Other	\$ 638,384	1.03155	\$ 658,525
Total Allocated Costs - Depreciation & Start-Up	\$ 48,832	N.A.	\$ 48,832
Total Annual Cost of Operations	\$ 1,830,788	N.A.	\$ 1,875,884
Profit	\$ 219,366	OR=89.3	\$ 224,770
Pass-Through Costs			
Disposal Costs	\$ 574,933	Tons*Tip Fee	\$ 636,799
Curbside Supplemental	\$ (6,198)	1.00	\$ (6,198)
Recycling Processing Costs	\$ -	Tons*Tip Fee	\$ 102,916
Residue Processing Costs	\$ -	Tons*Tip Fee	\$ 14,840
Yard Trimmings Processing Costs	\$ 40,944	Tons*Tip Fee	\$ 56,512
Food Waste Processing Costs	\$ 10,933	Tons*Tip Fee	\$ 19,420
C&D Processing Costs	\$ -	Tons*Tip Fee	\$ -
Interest Expense	\$ 61,322	N.A.	\$ 61,322
Total Allocated Costs - Lease	\$ 50,221	N.A.	\$ 50,221
Total Pass-Through Costs	\$ 732,156	N.A.	\$ 935,833
Total Costs before Agency Fees	\$ 2,782,310	N.A.	\$ 3,036,487
Agency Fees/Payments			
Franchise Fee	\$ 332,101	10%	\$ 360,310
Vehicle Impact Fee	\$ 166,050	5.00%	\$ 180,155
Rate Application Review Costs	\$ 40,545	Actual	\$ 11,788
Other Adjustments (as needed from time to time)			
Residue Processing Costs (Back Pay for 2019-2020)	\$ -	N.A.	\$ 8,974
Mailer	\$ -	N.A.	\$ 5,387
Total Calculated Costs	\$ 3,321,006		\$ 3,603,101
Prior Year Revenue	\$ 3,861,304		\$ 3,861,304
Surplus/(Shortfall)	\$ 540,298		\$ 258,203
Increase/Decrease	-13.99%		-6.69%



Mr. Brian McMinn
September 9, 2020
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Review of GWR Costs

There are three major components to GWR's rate application: 1) calculation and application of the inflationary indexes as prescribed in the Agreement; 2) the disposal and/or processing component; and, 3) the Agency Fee(s).

There are three indexes used in the index adjustment; CPI, the fuel index, and the labor index. The annual percent change in each of the indices is used to calculate the coming years projected cost for the line items to which these indexes are applied.

HF&H has reviewed and GWR has confirmed the accuracy of each of these indexes, and notes that the fuel index remains unchanged, as reported by management staff at the District.

Review of Disposal/Processing Component

Calendar year 2018 collected tons were used for the Rate Period 5 review, and calendar year 2019 collected tons were used for the Rate Period 6 review in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by the District in order to project anticipated disposal and processing costs at the District. At the time of this writing, District staff has presented proposed tip fee increases, which have been recommended by the District's Finance Committee and will be considered by the Board of Directors in May or June. The following table describes the changes in the City's disposal and processing costs for each material type based on the proposed tip fees at the District which have been incorporated into our RP6 review.

Figure 3 - Impact of District Tip Fee Changes

	2018 Tons	Curent Per Ton Tip Fee	Rate Period 5 Costs	2019 Tons	Projected Per Ton Tip Fee	Rate Period 6 Costs
	A	B	A x B	C	D	C x D
Solid Waste	9,273	\$ 62.00	\$ 574,933	9,782	\$ 65.10	\$ 636,799
Recycling	2,623	\$ -	\$ -	2,573	\$ 40.00	\$ 102,916
Yard Trimmings	1,024	\$ 40.00	\$ 40,944	1,346	\$ 42.00	\$ 56,512
Food Waste	202	\$ 54.00	\$ 10,933	343	\$ 56.70	\$ 19,420
C&D*	-	\$ 54.88	\$ -	-	\$ 57.63	\$ -

*The C&D per ton tip fee reflects an average weighted cost for multiple types of C&D materials.

Review of Fee Component

The final step of the rate adjustment process is to ensure that the fee component of each rate matches the contractual percentage of 10% for franchise fees, as well as 5% for vehicle impact fees remitted to the City by GWR.

No Adjustment to Rates

Upon completion of the review of the CBRA and index based rate adjustment HF&H has identified a surplus of \$540,298 in RP5 and a surplus of \$258,203 in RP6. As such HF&H recommends no increase to



HF&H CONSULTANTS, LLC

Managing Tomorrow's Resources Today

Mr. Brian McMinn
September 9, 2020
Page 6 of 6

current service rates, and that the total surplus of \$798,501 be held by GWR as a reserve to be used against rate increases that may be necessary in future rate years.

* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at 925/977-6959 or rchilton@hfh-consultants.com.

Very truly yours,
HF&H Consultants, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton', with a long horizontal flourish extending to the right.

Rob Hilton, CMC
President

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
September 15, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
RECEIVING STAFF PRESENTATION ON BLIGHT REMOVAL
FUNDING, BLIGHT REMOVAL PROJECTS, AND PROVIDING
DIRECTION TOWARDS PRIORITIES FOR BLIGHT REMOVAL**

REQUEST:

It is requested the City Council consider:

1. Adopting Resolution No. 2020-, receiving a staff presentation on blight removal and blight removal projects and;
2. Providing direction towards priorities for blight removal and building rehabilitation.

BACKGROUND:

The closure of the Army Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former fort which have deteriorated since 1994 and need to be removed as part of the land redevelopment. These buildings contain lead, asbestos and are unsafe. Many of the buildings have been, or will be, removed by developers such as the Dunes and Sea Haven as part of their land purchase agreements. Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings shown on “**EXHIBIT A**” and 260 duplex housing units “**EXHIBIT B**” on what was planned to be the Cypress Knolls development.

The Fort Ord Reuse Authority (FORA) sunset on June 30, 2020 but acted to secure bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 with an additional +/- \$1M which will be available by the end of the year, and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025.

The FORA bond funds can be used for both blight removal and rehabilitation of buildings.

ANALYSIS:

Blight Removal

City staff met with the project manager for the recent barracks removal performed by the Dunes to obtain updated removal costs for the buildings. These were compared to cost estimates developed by FORA. In addition, the city hired an environmental consultant to survey three buildings in Cypress Knolls and prepared a report identifying hazardous material removal and demolitions costs for the 260 units.

The primary blight removal areas and estimated costs are:

- Dunes City Park – 47 buildings estimated cost \$4.1 million (\$87,800 each)
- Dunes Park South – 13 buildings estimated cost \$1.1 million
- CDEC Hill Eleventh Street – 6 buildings estimated cost \$0.5 million
- Cypress Knolls – 260 duplex units – estimated cost \$13.2 million (\$50,000 each)

Rehabilitation

The following buildings are buildings that either need to be rehabilitated, or eventually demolished. The following are the estimated costs for rehabilitation:

- Arts Village Building – Stabilization, \$1.35 million
- Fire Station 3 - Reroof and Cleanup, \$200,000
- Dunes Barracks Stabilization (3), \$200,000

As part of our Dunes City Park plan, the City Council last year identified three buildings south of the white chapel which have been identified for rehabilitation to remain as examples of Fort Ord architecture. Reconstruction in kind or rehabilitation of the three buildings to meet current codes for occupancy and accessibility could cost as much as \$6.5 million.

The City could also allocate funds to rehabilitate the pool (\$8.0 million) and recreation center (\$5.0 million).

Another possibility could be rehabilitation of the white chapel (\$1.0 million) which could be used for a variety of public purposes and uses.

Escrow Bond Funds

The release of the FORA escrow bonds is dependent upon Dunes Area tax increment growth. Each year, the City will have a calculation made to determine how much the tax increment has increased above the base year (2020) tax increment when the bonds were issued. This calculation is made after the County Assessor publishes the assessed values of all County properties, usually in August. To the extent the tax increment exceeds the base year tax increment, a calculation will be made to determine how much debt the additional tax increment could support with an additional amount for safety. This 125% coverage ratio will then determine how much in escrow bonds may be released. This calculation is presented to the bond trustee who then releases the appropriate amount of escrow bonds once each year in October. Any unreleased bonds in 2025 will be called and redeemed with the remaining money in the escrow fund in December of 2025.

Below is the scheduled release of escrow bonds if the tax increment grows at the rate projected at the time of bond issue.

Projected Release of Escrow Bonds			
Release Occurs Each Oct if Coverage Threshold is met, 125% Debt Service Coverage			
Year	Net Bonds Released		Total Released
2022	1,194,000		1,194,000
2023	2,695,000		3,889,000
2024	1,111,000		5,000,000
2025	1,500,000		6,500,000
	6,500,000		

FISCAL IMPACT:

The City currently has \$8.5 million from the FORA bond available for blight removal or building rehabilitation with maybe another \$1.0 million available by the end of this fiscal year. Over the next five years the City is expected to receive another \$6.5 from the escrow bonds.

CONCLUSION:

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

Respectfully submitted,

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
RECEIVING STAFF PRESENTATION ON BLIGHT REMOVAL FUNDING,
BLIGHT REMOVAL PROJECTS, AND PROVIDING DIRECTION
TOWARDS PRIORITIES FOR BLIGHT REMOVAL

WHEREAS, The closure of the Army Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former fort which have deteriorated since 1994 and need to be removed as part of the land redevelopment, and;

WHEREAS, some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings and 260 duplex housing units on what was planned to be the Cypress Knolls development, and;

WHEREAS, the Fort Ord Reuse Authority (FORA) sunset on June 30, 2020 but acted to secure bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 with an additional +/- \$1M which will be available by the end of the year, and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025, and;

WHEREAS, Staff presented project costs and options for allocation of blight removal funds.

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

1. Adopting Resolution No. 2020-, receiving a staff presentation on blight removal and blight removal projects and;
2. Providing direction towards priorities for blight removal.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 15th day of September 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

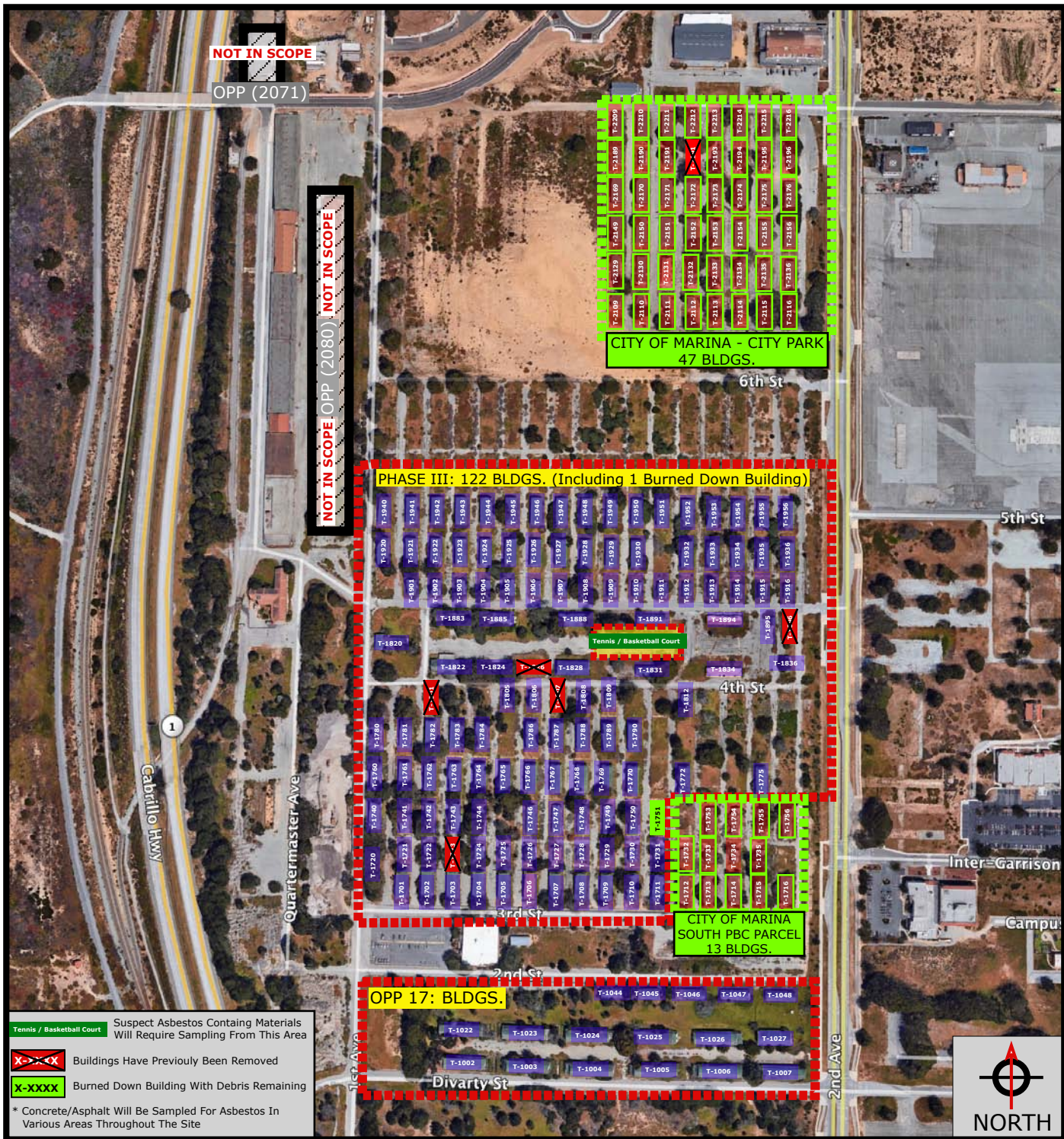
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk





S
TECH
CONSULTING

DATE PREPARED:	SOURCE:
6/11/20	Google Earth
REVISION:	REVISION DATE:
PROJECT NO:	SCALE:
TBD	NTS

DRAWING TITLE:

Aerial View Of Subject Site

PROJECT NAME:

Eleventh Street Buildings

CLIENT:

Marina Community Partners

FIGURE NO. 6

B

