



AGENDA

Tuesday, October 20, 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)

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

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*

a. Labor Negotiation

i. Marina Professional Fire Fighters Association

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

b. Real Property Negotiations

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

c. (i) 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 – two potential cases

(ii) Conference with Legal Counsel, one case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) 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;

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 Danny Sepagan Retirement Proclamation
 - b Matthew Jones, Public Works Superintendent
 - c Announcement of October 27, 2020, Blight Removal Special Meeting
 - d 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 96137-96240, totaling \$308,472.48
Accounts Payable Successor Agency Check Number 55-56 & EFT's totaling \$5,285.00
 - b. MINUTES:
 - (1) September 1, 2020, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting Resolution No. 2020-, directing staff to submit an application to the State of California Regional Early Action Program (REAP) Planning Grant Program to contribute funding toward projects designed to increase affordable housing in the City.

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, approving an agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services to complete the plans for widening of Imjin Parkway between Reservation Road and Imjin Road; authorize the Finance Director to make the necessary accounting and budgetary entries; authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
- (2) City Council consider adopting Resolution No. 2020-, approving a Conditional Airport Use Permit with Apple, Inc. for use of the unleased portion of the north tarmac at the Marina Municipal Airport for autonomous systems 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: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) City Council receive Monterey-Salinas Transit October 12, 2020 Board Highlights

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) City Council consider by approving by title only Ordinance 2020- Repealing Marina Municipal Code Chapter 17.06.040 (Secondary Dwellings and Guest Houses) and replace it in its entirety with a new Chapter 17.06.040 (Accessory Dwelling Units) governing the development of accessory dwelling units in the City of Marina.

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

- a. City Council consider Planning Commission recommendation to open a public hearing, take any testimony from the public, and adopt Resolution No. 2020- approving a Tentative Map for the Subdivision of a 1.6 acre lot into nine (9) Single-Family Parcels located at 3320 Abdy way (APN 033-011-006).

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. Covid-19 Update

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.

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, October 16, 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

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

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

***** 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

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.

October 15, 2020 (Cancelled)

November 19, 2020 (Cancelled)

December 17, 2020 (Cancelled)

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

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.

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.

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



Proclamation

Danny (Dan) Sepagan

-oOo-

WHEREAS, the City of Marina was incorporated on November 13th, 1975; and

WHEREAS, before that time there was Danny Sepagan; and

WHEREAS, in 1968, Danny began his career with the County of Monterey, Parks and Recreation Department, maintaining parks in the unincorporated area of the county that would become the City of Marina; and

WHEREAS, Danny Sepagan was hired by the City of Marina on July 1st, 1976, as a Maintenance Worker in the Public Works Department; and

WHEREAS, throughout the years, Danny's supervisors have described him as "quick to learn"; "reliable, responsive"; has always been pleasant and helpful to anyone seeking his assistance; and

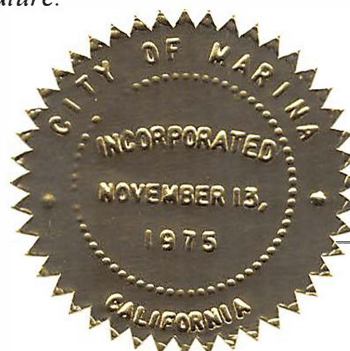
WHEREAS, staff under Danny's supervision and his co-workers have described him as a "go-to boss", "takes time to answer questions", "always has your back", "kind and caring", "supportive"; "friendly; and

WHEREAS, at the local level, Danny has been involved in volunteering with a variety of organizations and committees and in 2001 was recognized as volunteer of the year by the City; and

WHEREAS, once retired, Danny plans to spend more time with his wife Minh and traveling to Vietnam

NOW, THEREFORE, I, Bruce Delgado and the entire City Council, want to express their appreciation and respect to Danny Sepagan for his commitment and contribution to the City of Marina over the past 44 years and wish him the very best in his future.

Dated this 20th day of October 2020



Bruce C. Delgado, Mayor

AP Check Register 10-09-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	10/09/2020	96137	Accounts Payable	Ace Hardware		38.81
	Invoice		Date	Description		Amount
	076306		10/02/2020	Felt pads and sandpaper for station 2		38.81
Check	10/09/2020	96138	Accounts Payable	Ace Hardware		160.51
	Invoice		Date	Description		Amount
	076269		09/30/2020	Wrench adjustable 6'x8" and Splyfct		42.57
	076126		09/17/2020	Fasteners		3.27
	076283		09/30/2020	Key Fic lock - Unit 520		5.44
	076206		09/23/2020	B554_Smoke & Carbon Monoxide Detectors (2)		109.23
Check	10/09/2020	96139	Accounts Payable	Advantage Gear		168.53
	Invoice		Date	Description		Amount
	35217-1		09/11/2020	Uniform pant for J. McCoy		168.53
Check	10/09/2020	96140	Accounts Payable	Altius Medical		8.04
	Invoice		Date	Description		Amount
	14188		04/28/2020	Medical Waste Service 4/28/20		8.04
Check	10/09/2020	96141	Accounts Payable	Andersen's Lock & Safe, LLC		654.75
	Invoice		Date	Description		Amount
	39721		09/25/2020	B533_Repair Main West Side Door Handle/Lock		654.75
Check	10/09/2020	96142	Accounts Payable	Andon Laundrymat Service		68.25
	Invoice		Date	Description		Amount
	Invoice 07		08/07/2020	Laundry Service - Towels and rags		68.25
Check	10/09/2020	96143	Accounts Payable	AT & T		668.12
	Invoice		Date	Description		Amount
	000015375131		09/27/2020	CALNET3-9391023477 (582-9803)		21.81
	000015375130		09/27/2020	CALNET3-9391023476 (582-9611)		21.81
	000015375129		09/27/2020	CALNET3-9391023475 (582-9032)		21.81
	000015375127		09/27/2020	CALNET3-9391023473 (582-2398)		21.81
	000015375125		09/27/2020	CALNET3-9391023471 (582-0100)		46.26
	000015379824		09/28/2020	CALNET3-9391023439 (384-0552)		21.81

Marina, CA LIVE

AP Check Register 10-09-20

Bank Account: 905 - Chase - Checking
Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000015379854		09/28/2020	CALNET3-9391023467 (384-8760)		20.16
	000015379833		09/28/2020	CALNET3-9391023448 (384-2934)		21.81
	000015379853		09/28/2020	CALNET3-9391023466 (384-8477)		41.98
	000015379822		09/28/2020	CALNET3-9391023437 (384-0425)		20.16
	000015379837		09/28/2020	CALNET3-9391023452 (384-3717)		20.16
	000015379856		09/28/2020	CALNET3-9391023469 (384-9337)		21.81
	000015379825		09/28/2020	CALNET3-9391023444 (384-2083)		21.81
	000015379842		09/28/2020	CALNET3-9391023457 (384-5140)		20.16
	000015379855		09/28/2020	CALNET3-9391023468 (384-9148)		21.86
	0000015379826		09/28/2020	CALNET3-9391023441 (384-0888)		63.24
	000015379848		09/28/2020	CALNET3-9391023461 (384-7238)		21.81
	000015379827		09/28/2020	CALNET3-9391023442 (384-1702)		21.81
	000015379849		09/28/2020	CALNET3-9391023462 (384-7547)		24.43
	000015379850		09/28/2020	CALNET3-9391023463 (384-7854)		21.81
	000015379857		09/28/2020	CALNET3-9391023470 (384-9682)		20.16
	000015379841		09/28/2020	AT&T billing/384-4718 8/28 thru 9/27/20		21.81
Check	000015379828		09/28/2020	Phone Service for Fire Alarm System_B524		41.98
	000015379829		09/28/2020	Phone Service for Fire Alarm System_B533		41.98
	000015379834		09/28/2020	Phone Service for AWOS		23.87
	10/09/2020	96144	Accounts Payable	Bay Area Polygraph		300.00
	Invoice		Date	Description		Amount
	1004		09/23/2020	Polygraph/R.Schimabukuro 9/23/20		300.00
	10/09/2020	96145	Accounts Payable	Bob Murray & Associates		6,196.50
	Invoice		Date	Description		Amount
	8694		09/21/2020	Finance Director Recruitment		6,196.50
	10/09/2020	96146	Accounts Payable	California Department of Forestry and Fire Pr.		224.58
	Invoice		Date	Description		Amount
	0000001307366		08/17/2020	Cleanup Crew - Perc Ponds		224.58
	10/09/2020	96147	Accounts Payable	Cheryl Kent		1,440.00
	Invoice		Date	Description		Amount
	2020-105		10/01/2020	Code Enforcement Investigations		1,440.00

Marina, CA LIVE

AP Check Register 10-09-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/09/2020	96148	Accounts Payable	Chevron		143.67
	Invoice		Date	Description		Amount
	67602434		09/23/2020	Gas Billing 9/23/20		143.67
Check	10/09/2020	96149	Accounts Payable	Cintas Corporation		71.17
	Invoice		Date	Description		Amount
	4063357278		10/02/2020	Mat Service-Police/Fire 10/2/20		71.17
Check	10/09/2020	96150	Accounts Payable	Coffman Associates		20,780.00
	Invoice		Date	Description		Amount
	20SP10-5		09/30/2020	Update Marina Operating Documents & Rent Study		14,000.00
	20EA13-3		09/30/2020	Marina Joby Aviation EA Phase 1		6,780.00
Check	10/09/2020	96151	Accounts Payable	Anita Coley Heath		1,900.00
	Invoice		Date	Description		Amount
	982		10/01/2020	POST Background/R. Shimabukuro 10/1/20		1,450.00
	981		10/01/2020	POST Background/K.Perguero-Mccomis 10/1/20		450.00
Check	10/09/2020	96152	Accounts Payable	Comcast		68.79
	Invoice		Date	Description		Amount
	09-26-20		09/26/2020	Cable Service-Police/Fire 9/26/20		68.79
Check	10/09/2020	96153	Accounts Payable	Directv		9.25
	Invoice		Date	Description		Amount
	37798288505		09/26/2020	TV Service For Pilot's Lounge		9.25
Check	10/09/2020	96154	Accounts Payable	Enterprise Rent-A-Car - EAN Services, LLC		173.87
	Invoice		Date	Description		Amount
	25396394		09/30/2020	Rental Car/Rosas 9/23 thru 9/26/20		173.87
Check	10/09/2020	96155	Accounts Payable	Epic Aviation		13,106.99
	Invoice		Date	Description		Amount
	7355263		09/30/2020	Airport_Jet A Fuel Purchase		13,106.99
Check	10/09/2020	96156	Accounts Payable	Fastenal Company		25.86
	Invoice		Date	Description		Amount
	CASEA100577		09/25/2020	Veh - Maint Parts & Supply - Unit 98-01		5.23

User: Monika Collier

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10/8/2020 9:37:11 AM

Marina, CA LIVE

AP Check Register 10-09-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	CASEA100586		09/28/2020	Veh - Maint Parts & Supply - Unit 4000		20.63
	10/09/2020	96157	Accounts Payable	First Alarm		75.43
	Invoice		Date	Description		Amount
Check	569829		09/29/2020	Fire Alarm Services_B527		75.43
	10/09/2020	96158	Accounts Payable	Hayon Inc,		600.00
	Invoice		Date	Description		Amount
Check	06012020PDJJUNE20		09/26/2020	Patrol Vehicle Car Washes		150.00
	07012020PDJJULY20		09/26/2020	Patrol Vehicle Car Washes		150.00
	08012020PDJUG20		09/26/2020	Patrol Vehicle Car Washes		150.00
Check	09012020PDSEPT20		09/26/2020	Patrol Vehicle Car Washes		150.00
	10/09/2020	96159	Accounts Payable	Hinderliter, de Llamas & Associates		1,720.00
	Invoice		Date	Description		Amount
Check	SIN003593		09/16/2020	Sales Tax /Q I 2020		1,720.00
	10/09/2020	96160	Accounts Payable	Home Depot Credit Service		192.01
	Invoice		Date	Description		Amount
Check	09-30-20		09/30/2020	Paints - Marina Airport Restaurant (771 Neeson Rd)		192.01
	10/09/2020	96161	Accounts Payable	Kimley-Horn & Associates		30,882.97
	Invoice		Date	Description		Amount
Check	097789006-0620		07/29/2020	Prelim Eng-CCIP R46B: Injin Pkwy Wide Proj (06/01/20 - 06/30/20)		30,882.97
	10/09/2020	96162	Accounts Payable	Legal Notification Services, Inc.		349.91
	Invoice		Date	Description		Amount
Check	1240		09/28/2020	ISubpoena Annual License 11/2020 thru 1/2021		349.91
	10/09/2020	96163	Accounts Payable	Liebert Cassidy Whitmore		265.00
	Invoice		Date	Description		Amount
Check	1506326		08/31/2020	LCW - Professional Services		190.00
	12731		10/05/2020	Training (10/15/2020)		75.00
	10/09/2020	96164	Accounts Payable	Mandell Municipal Counseling		203.00
	Invoice		Date	Description		Amount
Check	05-07-20		05/07/2020	Professional Services - Revenue Advise - April 2020		203.00

User: Monika Collier

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10/8/2020 9:37:11 AM

Marina, CA LIVE
AP Check Register 10-09-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/09/2020	96165	Accounts Payable	Marina Coast Water District		1,555.04
	Invoice		Date	Description		Amount
	000056001	091820	09/18/2020	000056 001 - 209-13 Cypress (08/15/20 - 09/18/20)		95.09
	000056021	091820	09/18/2020	000056 021 - Ctr Med Res Rd-Post Off (08/15/20 - 09/18/20)		33.99
	000056022	091820	09/18/2020	000056 022 - Ctr Med & Row Del Monte (08/15/20 - 09/18/20)		37.37
	000056020	091820	09/18/2020	000056 020 - 304 Hillcrest Ave, Teen Center (08/15/20 - 09/18/20)		92.55
	000056016	091820	09/18/2020	000056 016 - Ctr Med Reserv & Seacrest Ave (08/15/20 - 09/18/20)		37.37
	000056017	091820	09/18/2020	000056 017 - 208 A Palm Ave, Fire Station (08/15/20 - 09/18/20)		74.78
	000056019	091820	09/18/2020	000056 019 - 213 Hillcrest Ave, Comm Ctr (08/15/20 - 09/18/20)		949.44
	000056024	091820	09/18/2020	000056 024-Ctr Med Del Mont Blvd/Palm Ave (08/15/20 - 09/18/20)		82.30
	000056018	091820	09/18/2020	000056 018 - 208 Palm Ave, Fire Stat (08/15/20 - 09/18/20)		152.15
Check	10/09/2020	96166	Accounts Payable	Marina Plumbing		873.22
	Invoice		Date	Description		Amount
	49878		09/22/2020	HVAC material - CW Bldgs		873.22
Check	10/09/2020	96167	Accounts Payable	Maynard Group Inc.		925.44
	Invoice		Date	Description		Amount
	IN2012686		10/01/2020	Platinum Service Maintenance Coverage/Citywide 10/1/20		925.44
Check	10/09/2020	96168	Accounts Payable	Monterey Auto Supply		121.97
	Invoice		Date	Description		Amount
	760952		09/28/2020	Veh - Maint Parts & Supply - Unit 4000		52.44
	760146		09/24/2020	Veh - Maint Parts & Supply - Unit 98-01		53.51
	761016		09/28/2020	Veh - Maint Parts & Supply - Unit 4000		16.02
Check	10/09/2020	96169	Accounts Payable	Monterey Bay Systems		424.26
	Invoice		Date	Description		Amount
	391834		09/24/2020	CDD Copier Maintenance and Overage		260.12
	391938		09/25/2020	CDD Copier Maintenance and Overage		164.14
Check	10/09/2020	96170	Accounts Payable	Monterey One Water		413.90
	Invoice		Date	Description		Amount
	13-000148_090120		09/30/2020	Sewer Service_B520		30.90
	13-000149_090120		09/30/2020	Sewer Service_B521		18.50
	13-000153_090120		09/30/2020	Sewer Service_B529		18.50

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AP Check Register 10-09-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	13-000157_090120	09/30/2020		Sewer Service_B533		123.60
	13-000158_090120	09/30/2020		Sewer Service_B535		30.90
	13-000159_090120	09/30/2020		Sewer Service_B524		142.10
	13-000144_090120	09/30/2020		Sewer Service_B507		18.50
	13-000145_090120	09/30/2020		Sewer Service_B514		30.90
Check	10/09/2020	96171	Accounts Payable	Motorola Solutions, Inc.		3,131.25
Check	Invoice			Description		Amount
	8230218397	03/14/2019		Crime Reports Subscription Mar-2019 to Mar-2020		1,631.25
	8230262125	02/14/2020		Crime Reports Subscription Mar-2020 to Mar-2021		1,500.00
	10/09/2020	96172	Accounts Payable	Office Depot		202.76
	Invoice			Description		Amount
Check	125957900001	09/21/2020		Office Supplies-Finance		202.76
	10/09/2020	96173	Accounts Payable	Office Depot		20.33
	Invoice			Description		Amount
Check	2438014693	09/25/2020		Office Supplies/Admin 9/25/20		20.33
	10/09/2020	96174	Accounts Payable	Pacific Gas & Electric		17,859.61
	Invoice			Description		Amount
	533-8.SEP20	09/17/2020		PG&E - 2253666533-8		91.93
	795-7.SEP20	09/21/2020		PG&E - 4467294795-7		401.70
Check	483-6.SEP20	09/24/2020		PG&E - 3982644483-6		9,814.25
	313-6.OCT20	09/25/2020		PG&E 6793435313-6		7,551.73
	10/09/2020	96175	Accounts Payable	Pinnacle Healthcare		6,107.00
	Invoice			Description		Amount
	218030	09/18/2020		SAFER GRANT - Medical for new Reserve Firefighters		3,185.00
Check	219210	09/23/2020		SAFER GRANT - Medical for new Reserve Firefighters		1,274.00
	218750	09/22/2020		SAFER GRANT - Medical for new Reserve Firefighters		95.00
	218380	09/21/2020		SAFER GRANT - Medical for new Reserve Firefighters		1,370.00
	221460	10/01/2020		SAFER GRANT - Medical for new Reserve Firefighters		75.00
	219980	09/25/2020		SAFER GRANT - Medical for new Reserve Firefighters		20.00
Check	219640	09/24/2020		SAFER GRANT - Medical for new Reserve Firefighters		88.00
	10/09/2020	96176	Accounts Payable	Pure H2O		163.84

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AP Check Register 10-09-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	13591			Water Cooler Service-Police/Fire 10/1/20		163.84
Check	10/09/2020	96177	Accounts Payable	Quill Corporation		116.85
	Invoice			Description		Amount
	10828840			Office Supplies/Records 09/25/2020		57.87
	10829005			Office Supplies/Records 09/25/2020		58.98
Check	10/09/2020	96178	Accounts Payable	Reserve Account - Pitney Bowes		1,500.00
	Invoice			Description		Amount
	09-28-20			Postage Meter Refill		1,500.00
Check	10/09/2020	96179	Accounts Payable	Rick's Upholstery		200.00
	Invoice			Description		Amount
	8366			Seat repair- Unit F350		200.00
Check	10/09/2020	96180	Accounts Payable	Rincon Consultants, Inc.		6,595.00
	Invoice			Description		Amount
	24446			DVSP EIR - July 21 thru Aug 31 2020		6,595.00
Check	10/09/2020	96181	Accounts Payable	San Diego Police Equipment Co, Inc.		468.68
	Invoice			Description		Amount
	644144			Ammunition - Ball		468.68
Check	10/09/2020	96182	Accounts Payable	Sara Steck Myers		9,435.00
	Invoice			Description		Amount
	09-04-20			Professional Services - MPWSP - August 2020		9,435.00
Check	10/09/2020	96183	Accounts Payable	SpeakWrite		527.78
	Invoice			Description		Amount
	a3145d2e			Transcription Service/Patrol September 2020		527.78
Check	10/09/2020	96184	Accounts Payable	Athena Suich		175.00
	Invoice			Description		Amount
	10-01-20			Structure Boots Reimbursement -		175.00
Check	10/09/2020	96185	Accounts Payable	Taygeta Scientific, Inc.		2,000.00

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AP Check Register 10-09-20

Bank Account: 905 - Chase - Checking

Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice		Date	Description		Amount
	000423-R-0022		10/01/2020	Network Defense/Oct20		2,000.00
	10/09/2020	96186	Accounts Payable	TechRx Technology Services		12,196.99
	Invoice		Date	Description		Amount
	8821		09/02/2020	Radio Computer Program		35.38
	8822		09/01/2020	Laptop Purchase for Recreation Dept. Carolina Rivera		1,044.00
	8830		09/30/2020	Laptop Power Adapter Cord and Displayport to HDMI		240.35
	8853		10/01/2020	Ninite Monthly Subscription - October 2020		112.50
	8837		09/30/2020	IT Support - - September 2020		8,160.00
	8850		10/01/2020	Veeam Virtual Backup Monthly Subscription - October 2020		380.00
Check	8825		09/30/2020	XPS 15 Laptop - Layne Long		2,224.76
	10/09/2020	96187	Accounts Payable	The SpyGlass Group, LLC		2,928.00
	Invoice		Date	Description		Amount
	20104		09/30/2020	Consulting/Phone Cost Reduction		2,928.00
	10/09/2020	96188	Accounts Payable	Toshiba Financial Services		409.69
	Invoice		Date	Description		Amount
	425030368		09/25/2020	Copier Maintenance/Patrol 9/25/20		409.69
	10/09/2020	96189	Accounts Payable	U.S. Bank Equipment Finance		216.32
	Invoice		Date	Description		Amount
	425134046		09/28/2020	CDD Copier Lease Payment - October 2020		216.32
Check	10/09/2020	96190	Accounts Payable	Verizon Wireless		305.23
	Invoice		Date	Description		Amount
	9863602320		09/25/2020	FD Mobile Charges - August 26 - September 25, 2020		305.23
	10/09/2020	96191	Accounts Payable	Wallace Group, Inc.		23,863.75
	Invoice		Date	Description		Amount
	51720		09/30/2020	Wallace PM: Program Management (08/01/20 - 08/31/20)		17,323.75
	51756		09/30/2020	Wallace PM: On-Call Svc (08/01/20 - 08/31/20)		4,245.00
	51721		09/30/2020	Program Management - Airport Capital Projects		2,295.00
	10/09/2020	96192	Accounts Payable	Zoom Imaging Solutions		472.20
	Invoice		Date	Description		Amount

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AP Check Register 10-09-20
 Bank Account: 905 - Chase - Checking
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	IN1635249	09/29/2020		MeterRead Maintenance/Records 9/29/20		205.37
	IN1635248	09/29/2020		MeterRead Maintenance/Patrol 9/29/20		266.83
	10/09/2020	96193	Accounts Payable	Marina Employees Association		155.00
	Invoice	Date		Description		Amount
Check	10-02-20	10/02/2020		24 - MEA Dues		155.00
	10/09/2020	96194	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	Invoice	Date		Description		Amount
	10-02-20	10/02/2020		35 - MPFFA Dues		300.00
EFT	10/09/2020	1117	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice	Date		Description		Amount
	10-02-20	10/02/2020		23 - MPOA Dues		250.00
	10/09/2020	1118	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
EFT	Invoice	Date		Description		Amount
	10-02-20	10/02/2020		25 - POA Dues		1,350.00
	Transactions: 60					\$175,760.12
	905 Chase - Checking Totals:					

Checks: 58 \$174,160.12
 EFTs: 2 \$1,600.00

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AP Check Register 10-16-20

Bank Account: 905 - Chase - Checking
Batch Date: 10/16/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	10/16/2020	96195	Accounts Payable	A-1 Sweeping Service		1,632.50
	Invoice		Date	Description		Amount
	09-02-20		09/02/2020	Airport Contract Sweeping Service		1,632.50
Check	10/16/2020	96196	Accounts Payable	Ace Hardware		36.66
	Invoice		Date	Description		Amount
	076343		10/06/2020	Items for Foam System Repair		22.48
	076314		10/03/2020	Glue for PVC rack and felt pads		14.18
Check	10/16/2020	96197	Accounts Payable	Ace Hardware		153.38
	Invoice		Date	Description		Amount
	076304		10/02/2020	Spray paint pro		51.28
	076320		10/05/2020	Tape barrcd wet paint		8.73
	076293		10/01/2020	Coupler compress		1.63
	076291		10/01/2020	Wheel & tire		87.38
	076347		10/06/2020	Tote w/ lid		4.36
Check	10/16/2020	96198	Accounts Payable	Adams Ashby Group, Inc.		4,300.00
	Invoice		Date	Description		Amount
	3136		07/01/2020	2020 HOME Long Term Monitoring		4,300.00
Check	10/16/2020	96199	Accounts Payable	Andersen's Lock & Safe, LLC		126.50
	Invoice		Date	Description		Amount
	39795		09/11/2020	Key cabinet fit - City Hall		126.50
Check	10/16/2020	96200	Accounts Payable	Aramark Uniform Service		907.11
	Invoice		Date	Description		Amount
	760928946		08/12/2020	Uniform Service - Public Works Crew		80.59
	760928945		08/12/2020	Uniform Service - Public Works Crew		41.32
	760928944		08/12/2020	Uniform Service - Public Works Crew		58.55
	760888172		07/15/2020	Uniform Service - Public Works Crew		55.88
	760877699		07/08/2020	Uniform Service - Public Works Crew		55.88
	760828374		06/03/2020	Uniform Service - Public Works Crew		80.54
	760810434		05/20/2020	Uniform Service - Public Works Crew		80.54
	760810433		05/20/2020	Uniform Service - Public Works Crew		41.32

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Bank Account: 905 - Chase - Checking

Batch Date: 10/16/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	760810432		05/20/2020	Uniform Service - Public Works Crew		68.77
	760755338		04/08/2020	Uniform Service - Public Works Crew		41.32
	760755337		04/08/2020	Uniform Service - Public Works Crew		68.77
	760928943		08/12/2020	Uniform Service - Public Works Crew		55.89
	760918893		08/05/2020	Uniform Service - Public Works Crew		55.88
	760908478		07/29/2020	Uniform Service - Public Works Crew		80.54
	760908477		07/29/2020	Uniform Service - Public Works Crew		41.32
Check	10/16/2020	96201	Accounts Payable	ARC Document Solutions		282.96
	Invoice		Date	Description		Amount
	2361540		09/15/2020	ARC Invoice - Sept 2020		282.96
Check	10/16/2020	96202	Accounts Payable	AT & T		178.40
	Invoice		Date	Description		Amount
	09-27-20		09/27/2020	AT&T Billing/U-Verse (Phone System Backup) 9/27/20		159.83
	10-01-20		10/01/2020	AT&T Billing/Airport 10/1 thru 10/31/20		18.57
Check	10/16/2020	96203	Accounts Payable	California Department of Justice		177.00
	Invoice		Date	Description		Amount
	4711126		10/05/2020	Live Scan Results September 2020		177.00
Check	10/16/2020	96204	Accounts Payable	Carmel Fire Protection Associates		200.00
	Invoice		Date	Description		Amount
	120312		10/06/2020	Building Permit & Plan Review - Joby Bldg 527		200.00
Check	10/16/2020	96205	Accounts Payable	Carmel Roasters, Inc.		292.79
	Invoice		Date	Description		Amount
	59979		10/13/2020	FD Coffee - 4 boxes		292.79
Check	10/16/2020	96206	Accounts Payable	Code Publishing Inc.		589.50
	Invoice		Date	Description		Amount
	67957		10/10/2020	MMC Web Update - Ord 2020-03 and 2020-04		589.50
Check	10/16/2020	96207	Accounts Payable	Coffman Associates		131.00
	Invoice		Date	Description		Amount
	19GS04-9		09/30/2020	Pen & Ink ALP Update for Joby Bldgs.		131.00
Check	10/16/2020	96208	Accounts Payable	Commercial Environment Landscape		3,333.33

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	2796-0920	09/30/2020		Airport Landscape Services_Sept. 20		3,333.33
	10/16/2020	96209	Accounts Payable	Diablo Engineering Group		5,341.16
	Invoice			Description		Amount
Check	1938	10/12/2020		2nd Ave Extension & Patton Pkwy (R5) (10/12/20 - 09/31/20)		5,341.16
	10/16/2020	96210	Accounts Payable	East Bay Tire Co.		709.77
	Invoice			Description		Amount
Check	1675503	09/28/2020		Goodyear eagle - Unit 553		251.93
	1677882	09/30/2020		Transforce H/T Bw - Unit 554		250.84
	1677218	09/28/2020		Disposal Fee		207.00
	10/16/2020	96211	Accounts Payable	Gavilan Pest Control		260.00
	Invoice			Description		Amount
Check	0133276	09/24/2020		Pest Control Svc @ Shoemaker & Locke Paddon Pond		80.00
	0133350	09/24/2020		Pest Control Svc - Preston Park Sports Field		180.00
	10/16/2020	96212	Accounts Payable	George T. Powell		2,400.00
	Invoice			Description		Amount
Check	09012020	09/01/2020		Parking Rental-Police/Fire 9/1 thru 9/30/20		1,200.00
	10012020	10/01/2020		Parking Rental-Police/Fire 10/1 thru 10/30/20		1,200.00
	10/16/2020	96213	Accounts Payable	Goldfarb & Lipman		5,221.99
	Invoice			Description		Amount
Check	137160	09/17/2020		General File - August 2020		806.00
	137161	09/17/2020		Marina Heights/Sea Haven - August 2020		4,337.99
	137162	09/17/2020		Affordable Housing - August 2020		78.00
	10/16/2020	96214	Accounts Payable	Goodwin Consulting Group		1,632.50
	Invoice			Description		Amount
Check	10936	09/28/2020		CFD No. 2015-1 Annual Tax (The Dunes) (06/16/20 - 09/18/20)		1,632.50
	10/16/2020	96215	Accounts Payable	Hinderliter, de Llamas & Associates		300.00
	Invoice			Description		Amount
	SIN003763	09/21/2020		Sales Tax /Q I 2020		300.00

Marina, CA LIVE
AP Check Register 10-16-20
 Bank Account: 905 - Chase - Checking
 Batch Date: 10/16/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2020	96216	Accounts Payable	Home Depot Credit Service		21.42
	Invoice		Date	Description		Amount
	10-06-20		10/06/2020	Airport - Maint Parts & Supply		21.42
Check	10/16/2020	96217	Accounts Payable	Hydro Turf		1,346.16
	Invoice		Date	Description		Amount
	1740297		10/02/2020	Snaker & snake bag drain		1,346.16
Check	10/16/2020	96218	Accounts Payable	Marina Coast Water District		4,449.15
	Invoice		Date	Description		Amount
	000056094 092520		09/25/2020	000056 094 - 2660 5th Ave (08/22/20 - 09/25/20)		413.05
	000056090 092520		09/25/2020	000056 090 - Locke Padd Park (08/22/20 - 09/25/20)		55.95
	000056042 092520		09/25/2020	000056 042 - 3040 Lake Dr. - Animal Shelter (08/22/20 - 09/25/20)		85.68
	000056061 092520		09/25/2020	000056 061 - Seaside Ct. & Reservation Rd		55.95
	000056040 092520		09/25/2020	000056 040 - Center Median Hilo Ave (08/22/20 - 09/25/20)		172.31
	000056006 092520		09/25/2020	000056 006 - 188 Seaside Circle (08/22/20 - 09/25/20)		54.27
	000056028 092520		09/25/2020	000056 028 - ROW Calif Ave and Jerry (08/22/20 - 09/25/20)		253.19
	000056046 092520		09/25/2020	000056 046 - 3100 Preston Park Bldg (08/22/20 - 09/25/20)		140.28
	000056045 092520		09/25/2020	000056 045 - 3100 Preston Park Irrig (08/22/20 - 09/25/20)		3,069.98
	012016000 092520		09/25/2020	012016 000 - 199 Paddon Pl Locke (08/22/20 - 09/25/20)		78.09
	014874000 093020		10/01/2020	Water Billing/South Field Office 9/1 thru 9/30/20		70.40
Check	10/16/2020	96219	Accounts Payable	Marina Plumbing		151.03
	Invoice		Date	Description		Amount
	49957		09/29/2020	Plumbing materials - Teen Center		151.03
Check	10/16/2020	96220	Accounts Payable	Microsoft		2,599.55
	Invoice		Date	Description		Amount
	E0700CGH90		10/11/2020	Citywide MS Office 365 - October 2020		1,289.55
	E0700CGN6R		10/11/2020	Citywide MS Office 365 - October 2020		780.00
	E0700CGPBY		10/11/2020	Citywide MS Office 365 - October 2020		525.00
	E0700CGN5W		10/11/2020	Citywide MS Office 365 - October 2020		5.00
Check	10/16/2020	96221	Accounts Payable	Monterey Auto Supply		81.76
	Invoice		Date	Description		Amount
	763195		10/06/2020	Veh - Maint Parts & Supply - Unit 862		11.56

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 Bank Account: 905 - Chase - Checking
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	763324		10/06/2020	Veh - Maint Parts & Supply - Unit 862		21.29
	762962		10/05/2020	Veh - Maint Parts & Supply - Unit 521		48.91
	10/16/2020	96222	Accounts Payable	Monterey Bay Office Products		380.19
	Invoice		Date	Description		Amount
Check	425562873		10/02/2020	City Hall Copier Lease Payment - October 2020		380.19
	10/16/2020	96223	Accounts Payable	Monterey Bay Systems		427.40
	Invoice		Date	Description		Amount
Check	392773		10/05/2020	City Hall Copier Maintenance Contract		427.40
	10/16/2020	96224	Accounts Payable	Monterey County Convention & Visitors Bureau		17,021.75
	Invoice		Date	Description		Amount
Check	15962		10/01/2020	Jurisdiction Investment - FY 19-20 Q2 (Oct-Dec. 2020)		17,021.75
	10/16/2020	96225	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		4,544.05
	Invoice		Date	Description		Amount
Check	2842A-IN		09/25/2020	Diesel Fuel (410 gal)		988.46
	2841A-IN		09/25/2020	Unleaded Fuel (1480 gal)		3,555.59
	10/16/2020	96226	Accounts Payable	Monterey One Water		672.04
	Invoice		Date	Description		Amount
Check	12-000009	093020	09/30/2020	12-000009 - 208 Palm Ave (09/01/20 -010/31/20)		123.60
	12-001627	093020	09/30/2020	12-001627 - 211 Hillcrest Ave (09/01/20 -010/31/20)		134.20
	12-001708	093020	09/30/2020	12-001708 - 304 Hillcrest Ave (09/01/20 -010/31/20)		33.55
	12-003245	093020	09/30/2020	12-003245 - 0 Cardoza Ave-Abdy Way (09/01/20 -010/31/20)		30.90
	13-000143	093020	09/30/2020	13-000143 - 3220 Imjin Rd (09/01/20 -010/31/20)		18.50
	12-000192	093020	09/30/2020	12-000192 - 3200 Del Monte Blvd (09/01/20 -010/31/20)		30.90
	12-003949	093020	09/30/2020	12-003949 - 209/213 Cypress Ave #032311033		61.80
	12-003451	093020	09/30/2020	12-003451 - 0 Seaside Ave & Reservation Rd (09/01/20 -010/31/20)		34.69
	13-000183	093020	09/30/2020	13-000183 - 4th Ave & DX Drive (09/01/20 -010/31/20)		185.40
	13-000152	090120	09/30/2020	Water Service_B527		18.50
	10/16/2020	96227	Accounts Payable	Motorola Solutions, Inc.		2,183.25
	Invoice		Date	Description		Amount
	16118811		09/02/2020	Body Camera Replacement and Accessories		2,183.25

Marina, CA LIVE

AP Check Register 10-16-20

Bank Account: 905 - Chase - Checking
Batch Date: 10/16/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/16/2020	96228	Accounts Payable	My Jeep Chrysler Dodge		22.74
	Invoice		Date	Description		Amount
	JEC-S304958	09/03/2020		Veh - Maint Parts & Supply		22.74
Check	10/16/2020	96229	Accounts Payable	Office Depot		244.82
	Invoice		Date	Description		Amount
	123244494001	09/11/2020		Planning Office Supplies		244.82
Check	10/16/2020	96230	Accounts Payable	Office Depot		162.71
	Invoice		Date	Description		Amount
	121106626001	09/17/2020		Returned File - Credit memo		(21.81)
	2436214602	09/18/2020		Office Supplies		184.52
Check	10/16/2020	96231	Accounts Payable	Pacific Gas & Electric		489.63
	Invoice		Date	Description		Amount
	148-6.OCT20	10/09/2020		PG&E - 5593414148-6		189.17
	353-7.OCT20	10/09/2020		PG&E - 9930567353-7		73.38
	582-7.OCT20	10/09/2020		PG&E - 8161432582-7		154.49
	943-2.OCT20	10/09/2020		PG&E - 6150212943-2		72.59
Check	10/16/2020	96232	Accounts Payable	Peninsula Welding & Medical Supply		374.04
	Invoice		Date	Description		Amount
	204121	09/30/2020		Cylinder - Unit 612		296.56
	188165	06/30/2020		Cylinder - Unit 612		12.90
	196173	01/31/2020		Non - liquid cylinders - Unit 612		12.90
	198297	03/31/2020		Non - liquid cylinders - Unit 612		12.90
	198972	04/30/2020		Grinding wheel - Unit 612		38.78
Check	10/16/2020	96233	Accounts Payable	PRIDE Industries One, Inc.		63,441.00
	Invoice		Date	Description		Amount
	ARI/22045441	05/31/2020		CCIP: F462 Dunes Drive - Footbridge Repair		63,441.00
Check	10/16/2020	96234	Accounts Payable	Ryan Ranch Printers		589.95
	Invoice		Date	Description		Amount
	22050	10/06/2020		Business Cards (10)/Patrol 10/6/20		589.95
Check	10/16/2020	96235	Accounts Payable	Salinas Valley Ford		23.47

Marina, CA LIVE

AP Check Register 10-16-20

Bank Account: 905 - Chase - Checking
Batch Date: 10/16/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	106871		10/05/2020	Cabin Filter - Unit 612		23.47
	10/16/2020	96236	Accounts Payable	Sierra Springs & Alhambra		114.97
	Invoice			Description		Amount
Check	9696351 092620		09/26/2020	Corp Yard - Sierra Spring - Water Svc		60.73
	7266038 100220		10/02/2020	Water Cooler Rental and Replacement Water		54.24
	10/16/2020	96237	Accounts Payable	United Site Services		243.09
	Invoice			Description		Amount
Check	114-11070234		10/12/2020	Toilet Rentals - Corner Beach Rd - De Forest		243.09
	10/16/2020	96238	Accounts Payable	Valley Saw & Garden Equipment		330.65
	Invoice			Description		Amount
Check	248111		10/01/2020	Veh - Maint Parts & Supply - Unit 215		330.65
	10/16/2020	96239	Accounts Payable	Verde Design, Inc.		1,112.31
	Invoice			Description		Amount
Check	10-02-20		10/02/2020	Verde Des: CCIP QLP2006 Gloroya Pump/Rest (08/26/20 - 09/25/20)		1,112.31
	10/16/2020	96240	Accounts Payable	W.W. Grainger, Inc.		11.18
	Invoice			Description		Amount
EFT	9662825141		09/23/2020	Safety signs		11.18
	10/16/2020	1133	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,467.50
	Invoice			Description		Amount
	20-21		10/09/2020	Services 09-28/10-08-20		3,467.50
905 Chase - Checking Totals:						\$132,712.36
Transactions: 47						
Checks: 46 \$129,244.86						
EFTs: 1 \$3,467.50						

Marina, CA LIVE

SA Check Register 10-09-20

Bank Account: 921 - Chase - Successor Agency
Batch Date: 10/09/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	10/09/2020	55	Accounts Payable	Keyser Marston Associates		1,625.00
	Invoice			Description		Amount
	0034905		09/08/2020	Additional Dunes Bond Analysis		1,625.00
921 Chase - Successor Agency Totals:						\$1,625.00
Checks: 1						\$1,625.00

Marina, CA LIVE

SA Check Register 10-16-20

Bank Account: 921 - Chase - Successor Agency
Batch Date: 10/16/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	10/16/2020	56	Accounts Payable	Keyser Marston Associates		3,375.00
	Invoice		Date	Description		Amount
	0035010		10/08/2020	Successor Agency Fiscal Services_ Sept. 2020		3,375.00
EFT	10/16/2020	54	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	285.00
	Invoice		Date	Description		Amount
	20-21 SA		10/09/2020	Services 09-28/10-08-20		285.00
921 Chase - Successor Agency Totals:						\$3,660.00
Transactions: 2						
Checks:		1			\$3,375.00	
EFTs:		1			\$285.00	



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
October 20, 2020

MINUTES

Tuesday, September 1, 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, 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-Miliias-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 - two potential cases

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

Robert Rathie, Assistant City Attorney reported out Closed Session: The Council met in Closed Session this evening on the matters listed on the agenda which was a matter of existing litigation and two matters of anticipated litigation and regarding the matters of anticipated litigation, information was received and discussed, there was no direction provided to staff this evening during the Closed Session on that matter.

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.*

- Kathy Biala – Shared reflection of what has occurred to date. I spent many days thinking about Frank's words to me feeling traumatized by what he said and likewise when I gave my response at the council meeting. Both myself and Frank were then either both bolstered by others or experienced further perceived attacks. I myself have moved along a continuum of feelings to be able to come to this place today. I believe in dialog, but dialog has to be with safety. I did reach out to friends and acquaintances to seek their perspectives and receive validation of my personal experience. Upon further reflection I'm really not sure that our first foray into the issue of systemic racism could have been any different than what eventually happened. We each come from different life environments based on where we grew up, who our parents are, what race we are, what lived experiences we've had, what messages we heard growing up and what we absorbed. Marina has committed to learning more about systemic racism using expert consultation to help us through this process. I am looking forward to this but hope we can still present ongoing comments to further our understanding as a community. This is a start to a most important dialog. Just because I am a person of color does not mean I know everything about systemic racism, nor does it mean that I know best how to solve the issues. I think Marina had to start somewhere and what has happened to us is probably very typical of what usually happens as people try to grapple with how systemic racism affects us. I recently read an article about interconnectedness, it said "*compassion does not involve the forcible suppression of our natural emotions, our likes and dislikes, rather it is a realization that those from who we differ have qualities that can contribute to our lives and can afford us opportunities to grow in our own humanity*". I thank Frank for giving me that opportunity to see and experience some new things about myself and my world. Thank you.
- Mike Owen – The Marina Tree Committee got this request from Monterey County to remove 3,400 California live oaks to make room for their Monterey Salinas Transit new headquarters and bus depot off of Inter-garrison Road near CSUMB. Richard Boynton and I looked at the site and ended up pretty sad and depressed because we really couldn't see just how us little volunteers on the Tree Committee could oppose the weight of Monterey County, all the supervisors, engineering,

planning, finance multimillion dollar project, stacks of documentation and studies to sit go-ahead, that was before Jane Parker got on the board so we regretfully approved that request for removal. A couple of years later I was amazed to see this group of citizens that formed to fight this and thought they didn't have a chance; but they ended up collecting 18,000 signatures, got Land Watch involved and they forced the county to back down in 2012. The chief strategist for that whole campaign was Gail Morton. Gail has saved more than the Marina Tree Committee ever dreamed of trying to save in the last 30-years. How can I not, as a tree hugger vote for Gail Morton to be on council again? In addition, she helped save the Tree Committee this year and helped support the saving of the 47 landmark trees out on Beach Road. My announcement is that she's got this really spiffy website that's called: www.mortonformarina.com. Saves trees, saves water, protect our affordable housing.

- Tina Walsh – Citizens for Just Water – As you know Marina's water is in jeopardy of being stolen by CalAm, a private for-profit company engaged in delivering water to our neighboring water district on the Monterey Peninsula. Citizens for Just Water is a group of residents fighting to stop CalAm from building a desalinization plant reliant upon a field of extraction wells situated on Marina's beach. The proposed slant wells will take most of their water not from the bay but from the aquifers below our city. This groundwater is the only water source for our own Marina and Ord Communities. On Thursday, September 17, 2020 the California Coastal Commission will have a special Zoom meeting to decide whether to approve CalAm's project or not. Their staff report has come out and staff again recommends denial of the well field's development permit. We are asking for many people who can speak for one-minute during the public comment to ask the commissioners to vote according to their staff's recommendation. To prepare for the Coastal Commission hearing, which will be virtual Just Water is currently conducting a sign campaign to demonstrate our community's opposition to the CalAm project through images. Our window sign with the Western Snowy Plover and the word HELP in several languages can be downloaded from the website www.citizensforjustwater.org. We ask everyone print this 8.5 x11 mini-poster and to display it in their windows; then take a photo of your household members in front of the poster and email it to us. The photo's will be used to show the Coastal Commission that Marina's residents are requesting to deny CalAm's proposed slant wells or visit the Just Water booth at the Farmer's Market for the next two Sundays between 10:00am-2:00pm to get information, pick up a window sign and have your photo taken right there. Please visit our website at www.citizensforjustwater.org to sign up for updates so that we can keep you posted by email. Thank you, Marina City Council for offering time and to let members of the public peak and for the many hours you volunteer for our city.
- Kyle Soliven – Gave Council an update on the Marina Equestrian Center. As you know we had three fires burning in our county over the last two weeks and the Marina Equestrian Association and the Marina Equestrian Center was actually in conjunction with the SPCA was an evacuation center for livestock affected by these fires. In the last two weeks we've had 351 animals that needed evacuation and shelter from the fires here are the facility in Marina. Our members worked tirelessly from sunup to was past sundown. We had about 150 community members come to the Equestrian Center to volunteer and help provide care for these animals. Special thank you to you Mayor Delgado for coming several times to provide a lending hand and support. Terry Siegrist popped in at least once if not twice a day to make sure that we were ok. Cristina Medina-Dirksen also, so many hours volunteered meals provided for all the volunteers and things like that, so I just wanted to say a big thank you to everybody who has participated and just let the council know what a gem this facility is for our community.
- Grace Silva-Santella – Wanted to give a big shoutout to Terry Siegrist, it is amazing what he and his staff are pulling together so thank you very much Terry. Today I was having an email exchange about Measure Q, the November 3rd Measure to extend Marina's Urban Growth

Boundary from the year 2020 to 2040 and when I shared the number of housing units we have yet to build I acknowledged once again how fortunate Marina is to have Mayor Pro-Tem Morton and Councilman Frank O'Connell on our city council. Many of these housing units will be built on Fort Ord land. It was Gail Morton and Frank O'Connell who spoke up against FORA staff and the FORA Board and stood strong against the power of State Senator Bill Monning. Senator Monning wanted FORA to extend out just a few more years and continue to hold Marina hostage. Without Gail Morton and Franks O'Connell Marina would still be answering to FORA. Instead as Marina moves forward and our residents will hopefully vote yes on Measure Q and re-elect Gail Morton to the City Council we can know it's the tenacity, the perseverance and the legal minds of Gail Morton and Frank O'Connell that gave Marina it's freedom from FORA. We the residents can plan for our housing, not FORA. Thank you

- Cristina Medina Dirksen – Echoed Kyle, the volunteers at the MEC were critical to making sure animals had a safe place to go. I was there with them past midnight and working alongside them it was such an impressive operation that we should all be proud. It was a very interesting time because of the concern about what was going to happen with the lease, and they were out there moving animals and listening to council at the same time. Their commitment is to be commended and I think we're very lucky to have this level of volunteers in our community. As a leader of volunteers in our community I just really have to tip my hat off to their ability to come together and take care of whatever needed to be done in that moment. Wanted to give a hats off to our firefighters for the fire lines here and our police officers, I understand that Marina Police officers were part of the evacuations and assisted in that. We see the Thank You Firefighter signs and they did a great job on the lines, putting themselves in harms danger; and their families at home. As a wife of a firefighter I know we have to hold down the house and take care of business and it's a team effort, but I wanted to hive my hat's off to the police officers also. I too have a website if you would like to take a look at it www.cristina4marinacitycouncil.com . Take a look at it, I did it all myself and has the names of many endorsers of my neighbors and friends. We're lucky to live in such a wonderful community. Thank you
- Karen Andersen – Asked Council Member O'Connell, is this your active email account, frank@oconnell4us.com ?
- Margaret Davis – Agrees with Mike Owen, Gail Morton and I discovered that this 58-acre oak woodland was going to be torn out by the County on Inter-garrison between the college and the housing because we were working on getting rights-of-way for the Sgt. Allan MacDonald Calvary Trail and happened upon this development coming. The citizens pulled together, and Gail organized this petition drive it was very exciting and incredible. As a Marina resident I'm invested in the business of the city and what happens is the city council meetings. Work needs to be done to restore the focus of council meetings, proper management of the public council meeting, which provide an opportunity for the public to be heard on matters on the agenda before decisions are made and with standardized 10:00pm. The last regular meeting started at 7:00pm but council didn't get to city business until after 9:00pm. When the council has to adjourn because public comment has run out the clock not only is city business disrupted hard deadlines potentially missed, persons and agencies conducting business with the city are frustrated and inconvenienced but most important members of the public who waited for an item and wanted to speak were disenfranchised. Please agendize for a public hearing and action if necessary but meanwhile hear are some ideas. (1) If residents have a concern, complaint, problem thought they are encouraged to email, phone, fax or snail-mail their representatives on council. All the council members are eager for input. (2) For comments for items on the agenda the four minutes is a reasonable time allotment; for comments not on the agenda 2-minutes would seem appropriate. (3) The total meeting time reserved for comments on items not on the agenda should be limited, perhaps to half and hour. Thank you

- Margaret-Anne Coppernol – The California Coastal Commission staff is recommending for the second time that the California American Water Company Desalinization Plant be permit be denied. They have recognized that the CalAm slant wells will take as source water for its additional 6 slant wells our dunes sands aquifer fresh water. That's depleting Marina's sole potable water supply source. This September 17th we need every possible Marina citizen to participate in the virtual Coastal Commission meeting to support Marina and oppose CalAm who is throwing every possible dart to convince the Coastal Commission to go against their staff's recommendation. CalAm has mounted a misinformation and highly manipulative campaign in its attempt to counter permit denial. Please do all you can to support Marina and Marina Coast Water District by speaking up at the September 17th meeting to support the staff recommendation to deny CalAm permit. It is imperative that the staff recommendation be adopted. Gail, along with a little group of Marina citizens steadfastly had appeared at CalAm's Coastal Commission meetings for years to bring the issue of our threatened water supply forward. When it seemed, our voices were not being heard some of us met to form a water advocacy group to discuss what we could do. Citizens for Just Water has made a lot of noise since then and although it was never formalized this little group of citizens did have a voice and a loud one as did others clambering for water rights and environmental justice. I thank Gail for her courage, generosity and her wisdom; she is a wonderful council member and leader. Gail has always been an inclusive person advocating for every citizen which is so important for our diverse city. I hope to hear all of you testifying on September 17th at the Coastal Commission. This is chance to put the final nail in the leaky CalAm coffin.
- Brian McCarthy – Wanted to thank Margaret Davis for speaking out on something that frankly I've heard everyone talk about and that is the council's procedures and how meetings are run. Just wanted to add a couple more suggestions and that is possibly bridging comments to 3-minutes and 30-seconds versus 4 and still have the bragging rights of having the longest comment time on the peninsula or reducing it less if need be. Really concerned that the business of the city is not getting done at the expense of some of the other things that have been happening in our city lately. I hope we do take Margaret's comments very seriously and I hope that perhaps a future agenda item the rest of the Council can up with ideas on how to run more efficient meetings. I think one of the things that might help prevent people from feeling the need to voice their comments during public comments is a more robust ticketing system for concerns, complaints and praises and that is a place in the city when you make a praise, complaint or concern it gets logged somewhere and that log stays around indefinitely so that five years from now we can go back and see what action was taken or inaction was taken. We can show the record of complaints and we can also look at how many other people in the city have had that same complaint or praise and do some analysis on that data. Thank you
- Brian McMinn – Reminded that Council and the public that tomorrow we're going to be doing our Zoom outreach to the residents on Salinas Avenue. All of those residents were sent a postcard with information on how to log onto Zoom. We're going to be reaching out to them to get input on a future project and we're still a number of years out before anything will done there but we're getting ready to circulate and environmental document and we wanted to give them the first shot at having some input on the project itself since they are the experts on living on that street. It's two times, 3:00pm and 6:00pm to accommodate as many people as we can. Information was sent to the residents, but it is also on our website. If you look on the Home Page there is a tab on the left-hand side called City Project that will take you to the page with the link. Looking forward for the public to get involved there.
- Mayor Delgado – Followed up on the public comments relating to the Marina Equestrian Center. Pretty amazing to go to the Equestrian Center and see it bustling with income and outgoing horse trailers and volunteers finding places to put all the various animals that were rescued or evacuated from their homes due to the fires. Thanked Chief Nieto for opening up the old animal shelter to

house some of the animals, it helped a lot. Thanked everyone who helped during the fires of evacuating people and animals. Thanked the Grange for the 94 signs that were purchased and out up long many regional roads saying Firefighters are our Hero's; Thank you to the Firefighters; Thank you First Responders. September 8th at 6:00pm there will be a presentation on giving a Zoom meeting to the Middlebury Institute on our fight for our water and our fight for our coast against the profit motives of a large corporation, CalAm to extract groundwater underneath the city limits of Marina. The Big meeting is September 17th and the big message is that the Coastal Commission staff got it right again in recommending denial to this application.

- Council Member O'Connell – On September 5th MST is making some modifications to current line service specifically Line 20 which goes through Marina. They are going to be increasing their number of weekday trips at peak hours to help social distancing on the bus. If you go to www.mst.org you will see on the right-hand side a section that makes reference to the modifications so that you can bring yourself current as to the bus lines. Appreciates Grace's comments relating to my efforts and Mayor Pro-Tem Morton but I can tell you there was a "good cop, bad cop" situation that Gail and I set up and she fell on the sword many times while I was smiling at the Board. She was the lead and I stood back and watched many times and told several board members that everything was hunky-dory. So, my hat goes off to an unbelievable effort put forth by Gail Morton. Thank you
- Mayor Pro-Tem Morton – Thank you Frank and Bruce for those comments, FORA was brutal at times and I also wanted to say thank you to Mike Owen, Margaret-Anne, Margaret Davis and Grace. While we're talking about the Equestrian Center the comment was made that we are trying to change the nature of the Equestrian Center. The Equestrian Center is an asset of our community and the whole fight about Whispering Oaks and that Oak Woodland was preserving and protecting the connection of our Equestrian Center to the National Monument along the Sgt. Allan MacDonald Trail and I just want everybody to understand that is was a group advocacy but that advocacy has come before our city and we took the first steps in implementing that trail system that's now part of the FOTAG trail system. So, I look forward to the Equestrian Center continuing its horse presence, continuing to work that its going to be realized, those connections that all of us want for our community; and I thank everybody helped in participating to get that preserved and protected because we are all benefiting today.
- Police Chief Nieto – Wanted Council and the public to know that our own Commander Anderson became published yesterday on a Police One, an online website where police get their news. The article that Commander Anderson wrote is called Why we must be the example, every citizen contact is an opportunity to provide a positive, professional and respectful interaction with law enforcement. I'm really proved of the things Commander Anderson wrote about and how it's so important for the police to have positive interactions with our public no matter what the situation is. Thank you and thank you Commander Anderson.
- Council Member Berkley – Wonder if it could or should be placed on the next agenda but because Council Member Urrutia is no longer on the dais that the liaison for the planning commission is now open and would very much like to step into that role especially with everything that's going on with the planning department; so, I would like to be appointed if that's possible.

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 95779-95822, totaling \$513,488.42
Accounts Payable Successor Agency EFT & Check Number 53, totaling \$12,813.26
 - b. MINUTES:
 - (1) June 30, 2020, Special City Council meeting
 - (2) ~~July 7, 2020, Regular City Council Meeting~~
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting **Resolution No. 2020-113**, approving the destruction of cash receipt records according to the City's Records Retention Policy covering the calendar years of July 2006 to June 2014.
 - g. APPROVAL OF AGREEMENTS
 - (1) City Council consider adopting **Resolution No. 2020-114**, approving an amendment to the agreement between City of Marina and Formation Environmental, LLC. to provide engineering services for the groundwater sustainability planning; authorize a budget appropriation from the General Fund in the amount of \$37,770; authorize the Finance Director to make the necessary accounting and budgetary entries; and authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE):
 - (1) TAMC August 26, 2020 Board Meeting Highlight
 - k. FUNDING & BUDGET MATTERS:
 - (1) City Council consider adopting **Resolution No. 2020-115**, approving the allocation of \$38,740 to the Imjin Pkwy Pedestrian Safety Corridor Study, and; authorize the Finance Director to make the necessary accounting and budgetary entries.

1. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) City Council waive second reading and approved by title only **Ordinance No. 2020-03**, deleting Municipal Code, Title 8, Chapter 8.24 “Security and Fire Alarm Systems,” and replacing it with new Chapter 8.24 “Alarm Systems.
- (2) City Council read by title only and introduce and adopt an **Urgency Ordinance 2020-04**, to adopt the California Department of Public Health’s Guidance for the use of face coverings to be enforceable by administrative citation within the City of Marina.

m. APPROVE APPOINTMENTS: None

City Attorney Rathie requested to pull agenda item 8b(2) due to those minutes are not included in the agenda packet. Also stated that agenda items 8l(1) and 8l(2) need to be pulled for separate votes.

Council Member O’Connell had questions for agenda item 8k(1) – Fiscal impact makes reference to the expenditure appearing to qualify as a one-time expenditure because of the existing balanced budget Resolution 2012-46. My concern is that, in my opinion that is not a one-time expenditure because if we get a study done it’s not going to be put on a shelf and never be used. So, is the expenditure going to result in the budget not being balanced? Won’t this study lead to further decisions by the council consistent with that study? For example, stoplights, stop signs; aren’t we somewhat possibly fudging as to how we define one-time expenditures? In essence this is an unbudgeted expense and therefore it exceeds our budget map and also because of Covid is now going to exceed our revenues, correct? This intersection where we are talking about expending \$9,740 additional dollars is the intersection where there was a collision with a pedestrian that caused somebody to lose their life, correct?

DELGADO/MORTON: TO APPROVE THE CONSENT AGENDA MINUS 8b(2), 8l(1) AND 8l(2). 4-0-0-0 Motion Passes by Roll Call Vote

8l(1)

MORTON/BERKLEY: TO APPROVED BY TITLE ONLY ORDINANCE NO. 2020-03, DELETING MUNICIPAL CODE, TITLE 8, CHAPTER 8.24 “SECURITY AND FIRE ALARM SYSTEMS,” AND REPLACING IT WITH NEW CHAPTER 8.24 “ALARM SYSTEMS. 4-0-0-0 Motion Passes by Roll Call Vote

8l(2)

MORTON/BERKLEY: READ BY TITLE ONLY AND INTRODUCE AND ADOPT AN URGENCY ORDINANCE 2020-04, TO ADOPT THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH’S GUIDANCE FOR THE USE OF FACE COVERINGS TO BE ENFORCEABLE BY ADMINISTRATIVE CITATION WITHIN THE CITY OF MARINA; AND INCLUDE THE ADDITION TO PAGE FOUR, SECTION FOUR OF THE ORDINANCE “FINE OF \$250 FOR THE THIRD VIOLATION AND EACH VIOLATION THEREAFTER”. 4-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Kathy Biala – Emphasized that all of our ordinances do not cover this one very important aspect of mask wearing but when we do have dining in and people remove their masks we don’t cover any of that in any of the health ordinances. Urges people, when you are servers and people are taking their masks off to eat then please don’t approach the table to serve and that customer should know also that they should not be expecting that they get service at that time until they put their masks on.

- Les Martin – My concern about this particular item is that we’ve been doing this for about 5-6 months now; we haven’t had this in place and hopefully this will all go away. The adults know the risk and I don’t know that we need to have a rule for every single risk in life. We know what the rules are, and some people choose not to follow them but they’re being fools. I don’t know if we need to police running around giving tickets out to people to enforce this rule. To Kathy’s point, it’s not that clear exactly what the rules are. I think a lot of people just don’t do it right because they’re not sure what’s going on and that may be something more important than having something to give people to fine. Thank you

9. PUBLIC HEARINGS:

- a. City Council open a public hearing taking testimony from the public and consider adopting **Resolution No. 2020-116**, approving abatement of weeds, accumulation of rubbish and/or refuse upon specified private property parcels to be public nuisances by the City Public Works Division, and; set public hearing for Tuesday, October 6, 2020, to confirm any assessment of costs for weed abatement to be levied against any parcel not in compliance, and; direct filing of such levy with Monterey County Assessor’s Office.

Council Questions: Are we doing anything different as far as procedure that we haven’t done in past years? Does this address the TAMC property along the railroad tracks? In the past we’ve has some problematic properties, do you see repeat offenders or do you see the properties in the past aren’t the issues this next go-round?

Mayor opened the public hearing for public comments:

- Les Martin – I was looking yesterday at some of the yards and how bad they were and it’s kind of a shame for the person how has a beautiful lawn right next to someone who has weeds growing out of their yard or a pile of pallets, so I really like the idea of trying to do something here. I don’t know how much I want to be pushy on people’s individual rights but are you going to after the property owner or the renter? I can see both sides of this both as being a renter and a homeowner but I’m supportive of the idea of doing something to clean up some of these yards because there were some that were just very embarrassing and the neighbors shouldn’t have to put up with that.
- Brian McCarthy – I fully support this motion, but I have to say it’s unfortunate the fire department is charged with presenting this report. It kind of infers that the reason this report is being received by council is for fire hazards or public health threat hazards. The definition of public nuisance in the dictionary is “an act, condition or thing that is illegal because it interferes with the rights of the public generally”. So, I would really encourage the city to really ask themselves why are we looking at this and if it’s really just for public health and fire safety that’s fine but maybe we can create a different program and have some synergies between the two programs that looks at public nuisances beyond fire and public health threats. For example, the right to enjoy your property, the right to ensure your property values remain stable and things of that nature. Really want to understand what the motives are behind this coming to you the council and the fire department presenting the report.
- Liesbeth Visscher – Just a short reply to the comments from Les regarding tenants not always treating their homes and yards well. I have been a tenant for quite a few years. I have worked in property management, I’m actually working in property management again and I own rental homes and I want to speak about the tenants and that this is definitely not always the case and I just resent hearing comments that talk down to tenants. I know this is not right expression I’m using but I’m

giving a spontaneous reply to just speak for the tenants that do take care of their yards and homes. Thank you.

- Cristina Medina Dirksen – Was this just looking at commercial property or commercial and residential property? Because if we're looking at residential property, I know a group of Marina residents who helped an elderly lady clean her yard. She was of economic means that we lower and of the inability to physically do it herself. So, I wonder if that is a consideration to some of these overgrown weeds; and hats off to I believe Gaylee Jablonski and if not to our Mayor's effort to help a neighbor abate their weeds. Wanted to point out that there may be some economic reasons out there, maybe we all can't afford or have the physical ability to take care of our yards and in that case, I commend the community who stepped up to do that. Maybe there can be some way to support that effort whether it's through volunteers or a sanctioned city program that might be able to assist those with low-income homeowners with weed problems.
- Grace Silva-Santella – I was one of the persons along with Gaylee and Bruce and a couple of other people worked on that property. That wasn't really a weed problem, that was just helping somebody who was going through a very difficult medical issue with her husband and we as neighbors and friends came together and helped her in her garden. How do we define public nuisance? The work Doug McCoun is talking about here seems to be weed abatement and a little humorous note, many, many years ago when we first moved here we actually got one of those notices and it totally horrified me and I thought is was about all these wood chips I just laid down in my front yard but fortunately I was told no it's not your wood chips it's the pile of wood you have leaning against your house, which my husband and I immediately moved and stacked somewhere in a more appropriate place on our property. So, my question is about the "public nuisance" element of this agenda item. There are two properties on Melany that are just horrific and they don't meet I believe this weed abatement problem because I'm not seeing them on the list but they are clearly a public nuisance, a safety issue, a health issue so, maybe when you close the public hearing comments you could just answer or go into what is public nuisance.

Mayor Delgado closed the public hearing.

MORTON/BERKLEY: TO OPEN A PUBLIC HEARING TAKING TESTIMONY FROM THE PUBLIC AND CONSIDER ADOPTING RESOLUTION NO. 2020-116, APPROVING ABATEMENT OF WEEDS, ACCUMULATION OF RUBBISH AND/OR REFUSE UPON SPECIFIED PRIVATE PROPERTY PARCELS TO BE PUBLIC NUISANCES BY THE CITY PUBLIC WORKS DIVISION, AND; SET PUBLIC HEARING FOR TUESDAY, OCTOBER 6, 2020, AT 6:30 PM OR THEREAFTER TO CONFIRM ANY ASSESSMENT OF COSTS FOR WEED ABATEMENT TO BE LEVIED AGAINST ANY PARCEL NOT IN COMPLIANCE, AND; DIRECT FILING OF SUCH LEVY WITH MONTEREY COUNTY ASSESSOR'S OFFICE. 4-0-0-0 Motion Passes by Roll Call Vote

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 Provide direction to staff concerning development of Council-adopted General Plan and Local Coastal Program amendments to replace the 2000 Urban Growth Boundary.

Council Questions: If we wait until November 3 and on November 4 we say the ballot measure did not pass we would be able to start this second process that you've outlined and if in fact there was a transfer of ownership, a transfer of something that came and an application came to change the use on the northside of the Urban Growth Boundary is the Council or Planning Commission have the ability to reject whatever comes from a developer or land owner; and what is our authority? On the Coastal section of the Urban Growth Boundary, is that section where the Cemex site is currently located? Settlement Agreement with Coastal Commission, State Land & Cemex – we agreed to collectively in that enforceable agreement that the area would be maintained at least a certain percentage of it closest to the City of Marina would be maintained as open space/low impact recreation but not development, correct? So if in fact the Urban Growth Boundary fails on the ballot in November, for the part that we're looking in the pink zone on the coast we would have enforceability of preserving, protecting that that could not be developed in the 3-6 months that it would take for us to enact something because we have an enforceable contract, correct? So, if in fact we don't do anything, we're all hoping Measure Q would pass and therefore that would protect the area to the north of the purple line on you map and the pink shaded coastal area but if it doesn't pass we have a stop gap only as to the area to the east of the pink shape on the coast; and that's outside of our city boundaries and we would be fighting that at the Board of Supervisors', correct? Where are we on the process and timeline of the General Plan? What do you need to get this done efficiently and well so in the future we're not cutting and pasting and putting bandages on it? In this moment, how can we best support our city moving forward around planning in a productive way? If Measure Q fails and then we go and amend the General Plan are we not just disregarding the vote of the people by taking this approach? What are our legal limitations as far as educating the public prior to November 3rd? I assume the present law under urban growth boundary does not have any way that the city council could extend it to similar to the marijuana ordinance proposed where it gets more power to the council, such as an emergency extension? When Measure E passed in 2000 and remaining in place today, can you confirm that it allows developments to occur north of the UGB line but it would be according to County developments, such as a 40-acre parcel with subdivision but can you confirm it today what development could and could not happen north of our UGB? The Urban Growth Boundary approval on the ballot Measure Q would impose the purple line, this does not in any way if we approve an Urban growth Boundary either by the ballot measure or by the secondary measure of the city process we are not prohibiting any of our planned development on the former Fort Ord such as the Dunes, Sea Haven, Marina Station and our vitalization plan for the downtown specific plan everything in the gray area would still be able to have new housing consistent with other plans that are already in place, correct? Does imposing Measure Q affect our RHNA needs?

MORTON/BERKLEY: TO DIRECT THAT NO ACTION TO BE TAKEN ON THE ALTERNATIVE TO THE BALLOT AND THAT WE REVISIT THIS ISSUE THE SECOND MEETING IN NOVEMBER AS TO FURTHER DIRECTION. 4-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Cristina Medina Dirksen – Asked Fred Aegerter how many people are in the Planning Department and how many projects he has on his deck right now? I think it is the best idea to wait and see what happens. I understand your council can only use your powers to educate and I would like to

know what the city is doing to educate people on this Measure Q? We're talking about it failing, which is the contingency plan but we should also be talking about what we are doing or what we can do whether we have public workshops, we saw this come down the pipeline and with the redistricting issue but not enough information out to the public so we can't expect the public to make an informed decision without having enough support in various languages or reach out to the community. So, I'm asking you what will the city do to help educate people about Measure Q?

- Les Martin – Is the pink line the northern part of the town? If it's outside of our city that we're trying to limit how can we do that as voters? I agree with Mr. O'Connell's comment that if they do vote it down and we want to turn around and do it anyway I do think we're slapping the people in the face. I'm still trying to learn a lot about this one, so I appreciate any information, I'm listening carefully.
- Grace Silva-Santella – I was one of the residents back in 2000 who voted no, shame on me. However, I voted no because I was quite concerned about the County stepping in and developing on the land themselves. I think it's very important that what the Mayor has asked Fred, if we can get back some information about the very low density that the County could do and therefore that would be one of the reasons the County would not develop that land. About 5-days ago there was a post made on Next Door by Deanna Lyn and the post was to encourage people to support Measure Q. There was very little response to that post. There were 5 yes, we support Measure Q and there were 2 who were saying no to Measure Q. The reasons for the no's were the need for housing for low- or middle-class people, therefore a housing by design, smaller homes, that home ownership needs to be incentivized and that we need more homes/condos/townhouses. I will tell you as a resident who voted no on Measure E back in 2000 but now completely, totally 100% support Measure Q. I have done for 4 responses to that Next Door post and I have explained about Marina Station, about Cypress Knolls, about the number of housing for the Dunes, failed to explain about Sea Haven; and that as Mayor Pro-Tem Morton has pointed out without Measure Q we will not have the ... well what our City Manager also mentioned we need this to get our downtown redeveloped and revitalized. How many housing units out there do we still have to develop but not just the housing units what will the mix of the housing units be? Because I know serving on the Downtown Revitalization Committee, we had a great mixed planned for Central Marina Commercial District. If we could get those two pieces of information some of can really get out there and argue in support of Measure Q. Thank you
- Kathy Biala – Who do you think will be likely opposers of the UGB? You talked about the farming entities probably wouldn't be interested so I'm just thinking who are the likely developers or at this point who would be that entity? Going back to the education and information forum that the city could enact, we do have Land Watch who may have a different take on why they support the UGB but there could also be developers as part of that. Can the city in this context of education and information maybe present a panelist and so the public get to hear all sides of the issue and of course a robust Q&A period. Agrees with Council Member O'Connell's point of looking at adopting a backup before we actually know the vote. it does seem a little disrespectful of the voter's choices, but I think if it comes back that in between the election and when it comes back that we really do an analysis. If there is a tiny difference in terms of almost 50/50 then I think that sort of gives the city the ability to go forward more quickly but if it is a landslide on the opposite then we should really look at as someone suggested what are the reasons for that. Was it purely for lack of education or was there really something that the city has missed that a compelling reason for us to reconsider this and I'm being very variable on this and the cote will surely tell us some information? So, when it comes back, we should do an analysis. Thank you.

- b. City Council consider adopting **Resolution No. 2020-117**, provide direction to purchase the Rosenbauer Battery/Electric Fire Engine or request the refund of the \$200,000 deposit and apply that amount to the purchase of the Rosenbauer Avenger Fire engine; and consider the 100% Pre-Pay option if directed to purchase the Avenger Engine; and authorizing the City Manager to issue a purchase order for a Rosenbauer Battery/Electric Engine or request a refund and apply that amount to the purchase of a Rosenbauer Avenger Engine on behalf of the City subject to final review and approval by the City Attorney; and authorizing the Finance Director to make necessary accounting and budgetary entries.

Council Questions: Difference between battery/electric versus diesel in firefighter safety? How many injury or illnesses in your career do you see when firefighters are in their career; and what kind of injuries/illnesses do you see when they're retired? Which one do you recommend? Is the current new diesel adequate for our needs? When you're talking about the diesel column would that be the second engine very similar to the one, we just bought? If we got another diesel then is it more likely that we would be able to get the third engine which is a Quint? What is the cost of the Quint? So, if in fact you were looking at the diesel or the battery-electric why would we at \$1.4 million, why wouldn't we consider the third alternative, the Quint in the year now if we're going to spend \$1.4 million? Does it meet the needs currently and future needs? Would the fire dept be able to function to the service level that you believe desirable if..., we just purchased the diesel but instead of purchasing a battery-electric and instead of purchasing a second diesel engine that we just purchase the Quint? Is there any feasibility of extending the down payment sacrifice period on the battery-electric to January or next July when we see what the ramification of Covid are? Does that company based on worldwide pandemic if we said we are wanting to go forward would they extend the payment period for the full payment \$1.4 million for a longer duration of time? Based on the reduction in our revenues for this fiscal year from what was projected to be \$24 million and now were strangling at \$20 million, how do you as our financial advisor suggest that we approach this? If we go all in with a couple of 20-year vehicles and ordering the Quint, do you think we might get caught after 5-10 years with the world changing to smaller vehicles and we've gone all in with two bigger and if that does happen, what kind of return on our investment do we get if we were to sell these before their 20-year lifespan? What engine do we have now and how old is it that the Quint would be replacing? Climate Changes affecting the fires in the area and the wear and tear on the trucks and if there is a correlation that needs to be factored into which truck, we would purchase? If we look at this over the period of life of the truck, financially are we still better going with the diesel? Are either of the Drone or command center features available to the engine we just purchased and are either of those features available to a diesel engine if we buy that diesel engine next instead of battery-electric? Have you heard from your staff if they are in support of one way or another or no bid deal on which they get? Can you explain the differences in the Cabs of the battery-electric and the diesel? Is there any documented research that shows this kind of engine protects the firefighters against cancer or lung disease?

Public Comments:

- Cristina Medina Dirksen – When we look at the extra \$500,000 for this, how much more are we going to have to spend to outfit it? So, we're getting an engine right, but we're going to have to buy all the equipment when a nozzle on a fire hose costs \$1,000. We're probably going to look at half a million dollars extra to get all of the equipment on there and I worry about that cost because it seems bells and whistles are fantastic; we really have to be realistic with that you're spending. So, you may have a top of the line piece of equipment but it's going to take you a year or so to get it into service. So, we have to make that a consideration factor. If you do a custom build on the next fire engine if there's some compartment that could be built to address some of those concerns of turnouts or minimizing exposure to harmful chemicals and carcinogens that the firefighters run into fighting a fire. Super cool idea I thought was neat was the drone equipment. Being able to fly

out before and getting an update on the fire, I mean that seems to be something we should be able to do now with the correct staffing. If we don't go forward with the electric, we have a significant cost savings we might be able to play around with a do some other things relating to equipment. I Appreciate Chief McCoun's analysis and of course we would love to have top of the line, but it makes me wonder if now is the right time to do that considering that there's probably not many grants. Would it affect our ability to go on a strike team? What about its battery life? I look forward to hearing these answers, thank you.

- Les Martin – Thanked the Chief and his staff for all that they do, especially during these fires. I want you guys to have the best of everything obviously. Was a little shocked when I saw the price difference so to me it's going to be your decision on what capability you really need versus the cost and what we can afford. As a supply officer in the Navy I would say when I'm supporting maintenance for new items, I would be careful to say that we're getting a lot of cost savings because we don't necessarily know that. Historically in the Navy those costs would be, yeah they might have better reliability and be down less time but sometimes when they were down they were really hard to replace, very expensive items. Seem to have two truck that are basically the same model, same style we might be easier supportability than having two totally different engines. Again, what's the capability of what you really want, what you need and what can we afford? Also, I think when you have a new item like these electric engines you're paying a lot of developmental costs in the earlier versions so I expect the bigger cities to be paying a lot for us so perhaps if we could delay a couple of years and look for grants I think that's another option to look at. Ideally if I have four trucks I want to replace one every five years, two years apart and then 18-years from now we'll have to replace two again at the same time so, I would like to space it out a little bit. Just some food for thought.
- Denise Turley – Asked if she heard the Fire Chief mention a handicap van that they could get the whole chassis to raise and lower for easy of getting a person out? Would that positively affect workers comp if the vehicle was adjustable at the height while their using the vehicle?

9:55 pm

Berkley/Delgado: to continue the meeting to 10:30 PM. 4-0-0-0 Motion Passes by Roll Call Vote

MORTON/BERKLEY: TO ADOPT RESOLUTION NO. 2020-117, DIRECTING STAFF TO REQUEST A REFUND OF THE \$200,000 DEPOSIT AND APPLY THAT AMOUNT TO THE PURCHASE OF THE ROSENBAUER AVENGER FIRE ENGINE; AND CONSIDER THE 100% PRE-PAY OPTION IF DIRECTED TO PURCHASE THE AVENGER ENGINE; AND AUTHORIZING THE CITY MANAGER TO REQUEST A REFUND AND APPLY THAT AMOUNT TO THE PURCHASE OF A ROSENBAUER AVENGER ENGINE ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES. 4-0-0-0 Motion Passes by Roll Call Vote

- c. City Council consider adopting **Resolution No. 2020-118**, revising the loan program for residents and businesses of the city in response to the covid-19 pandemic, vesting discretion in the City Manager, City Finance Director and City Attorney to make required changes to the program guidelines necessary to implement and administer the program, authorizing the City Manager to execute any agreements and promissory notes necessary to implement the program, and authorizing the Finance Director to make necessary accounting and budgetary entries.

Council Questions: Potential Changes to Business Loans, is it a 45-day period because March to May is confusing? Do you see any wisdom in offering loans up to \$5,000 for those businesses that don't meet the income requirement? Can we compromise and have a \$5,000 availability to homes that go up to a higher level than 135% of the County Median Income but not be for really super endowed businesses?

Delgado/Berkley: that we approve all three options on page two of the resolution, section but remove deleting the word closed between March -May timeframe.

Sub Motion

O'CONNELL/MORTON: THAT WE APPROVE REVISING THE RESIDENTIAL AND SMALL BUSINESS LOAN PROGRAM BUT CHANGE #2 MARCH 1 – MAY 31, AND DON'T MEET THE INCOME REQUIREMENTS OF 300% OF MONTEREY COUNTY MEDIAN IN 2019. 2-1(Delgado)-1(Berkley)-0 Motion Passes by Roll Call Vote

O'Connell -Yes; Morton -Yes; Berkley -Abstain; Delgado -No

Public Comments:

- Christina Medina Dirksen – I know exactly the business Bruce is talking about and that it the one I want to advocate for. They do make a little too much money and she has worked so hard to stay open because that's her work ethic. Unfortunately, she had to close hours and it's almost like she's being penalized for the strong work ethic they do have. So, I would respectfully ask you to please ditch the requirement that they stay closed because for many of our Mom and Pops, especially ethnic businesses that is your work ethic. Through thick and thin you stay open. Wanted to give hats off to Monica Kim and Kathy Biala for outreaching to the businesses for getting them as much help as possible. Not with just our loan program but with federal programs and getting extra money coming their way. The income requirements, I think we need to be as lenient as possible. I have heard of any fraud but when we're talking about the livelihood of our businesses mostly Mom and Pops, we have to do whatever we can to support them. We mentioned the grocery stores doing well, having friends who own grocery stores and they have taken their own toll, while it may not be extremely to the extent of financial it has been extreme protections for their employees giving them ample time off so while their bottom line might look nice their internal protocols have been stretched as well as their staffing has been stretched. We have to support our business community as best we can. Thank you.
- Kathy Biala – I really think that we need to step back and say why are we assuming that these folks are not being affected as much as we think they are. I can't believe we're talking about exploitation and that some businesses like the large grocery stores and the tech companies that is something that doesn't apply to Marina businesses at all; and if you ever had to run a business you know that what has happened in this pandemic is tremendous in terms of income reduction. Many of the federal and other loans they don't even ask about household income. I think we have made this so cumbersome and I understand the motivation that we don't want to be used and abused but our businesses are not in the category. I think that when you're talking about putting a measure in for closure of a business if you stayed open you'd know that these businesses are suffering; you know that they have thought of all kinds of ways in which they could bring business to them in this kind of situation; and you know that they have often had to spend money to accommodate new things for protections and new ways of running their business, so I think we start with the assumption that it is a terribly tough time for our small businesses and then we do as much as possible to make it easy. The money is going to be gone anyway so, why are we putting people through so much? Our loan application is still so complicated than some of the federal loans. Please, if you're going to use household income do the 300% and if it's only for \$5,000 then be

generous in terms of who comes knocking for that money. I think we're getting too restricted; it doesn't fit the situation. I would like to see the days closed issue taken out and be as generous as you possibly can on any other parameters. If you can prove there are people out there in Marina making more money than they did before March I would be very surprised. So, if that's not the case then let's not make the assumption that applies to all the small businesses. Thank you.

10:29 pm

Berkley/Delgado: to continue the meeting to 10:40 PM. 4-0-0-0 Motion passes by Roll Call Vote

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: The meeting adjourned at 10:43 pm

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 20, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-
AUTHORIZING AND ENTERING INTO AGREEMENTS FOR THE
REGIONAL EARLY ACTION PLANNING GRANT.**

REQUEST: It is recommended that the City Council consider:

1. Adopting Resolution No. 2020-, directing staff to submit an application to the State of California Regional Early Action Program (REAP) Planning Grant Program to contribute funding toward projects designed to increase affordable housing in the City.

BACKGROUND:

The Regional Early Action Planning Grants Program (REAP or Program) was established as part of the State of California 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources, and accountability to meet California's housing goals. Some specific elements include:

- Planning support (local and regional planning grants)
- Incentives (pro-housing preference and infill incentive grants)
- Funding resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

REAP provides one-time grant funding to regional governments and entities for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Assessment (RHNA).

The program allows councils of governments and other regional entities to distribute REAP funding to jurisdictions. Of the \$125 million in REAP funding available statewide, approximately \$8 million has been allocated to the Central Coast region. The Central Coast Housing Working Group (CCHWG) has been established as the multiagency group working to administer these funds, and the Association of Monterey Bay Area Governments (AMBAG) is the fiscal agent locally of the CCHWG. Jurisdictions in Monterey and Santa Cruz counties are eligible to apply for REAP funding through AMBAG. Grant funds are based on a population tier formula. Marina is eligible for \$165,000 in grant funding.

ANALYSIS:

A variety of planning activities are eligible for funding under the REAP grant, including planning document updates and the creation of new documents. The grant activities must demonstrate an increase in housing-related planning actions and facilitate accelerated housing production. The grant application lists one such supported activity as "Accommodating development of housing and infrastructure that accelerates housing production that aligns with state planning priorities, housing, transportation, equity, and climate goals."

The Downtown Vitalization Specific Plan (DVSP) will rezone approximately 320 acres of land in central Marina, allowing for greater residential densities in the proposed core, transition, and multifamily residential zoning districts. The number of housing units anticipated in a rezoned downtown would be about double the number of units there now. Consistent with state planning

priorities, development in Downtown Marina will prioritize access to transit, affordability, and sustainability. REAP funding will be used to complete the Public Facilities and Infrastructure chapter of the DVSP.

Approximately half of the anticipated funding would go toward the development of conceptual design layouts for Reservation Road. Another \$40,000 will be used to reimburse the City's general fund for conceptual design layouts for Del Monte Boulevard, which are already underway. Establishing design layouts will facilitate completion of the DVSP and thereby streamline housing development in Downtown Marina.

FISCAL IMPACT:

Based on staff's experience with projects similar in scale and scope, the preliminary estimated costs for completion of the DVSP is \$135,000, approximately \$40,000 for the Public Facilities and Infrastructure chapter, \$85,000 for conceptual design layouts for Reservation Road, and \$40,000 for conceptual design layouts for Del Monte Boulevard. This estimate assumes outsourcing work to one or more qualified consultants, with contract management and oversight undertaken by the City's Planning Division staff. Final costs will be dependent on responses to a project request for proposals issued by the Community Development Department.

CEQA IMPACT:

A grant application is not considered a project under CEQA and is therefore exempt from CEQA review. Future modifications to policy documents would have separate CEQA analyses.

CONCLUSION:

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

REVIEWED/CONCUR:

J. Fred Aegerter
Community Development Director
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 APPLICATION AND ENTERING INTO AGREEMENTS FOR THE REGIONAL EARLY ACTION PLANNING GRANT.

WHEREAS, Governor Gavin Newsom signed Assembly Bill 101 in September 2019, which established the Local Government Planning Support Grants Program which allocates \$125 million in housing planning funds to regional entities throughout the state; and

WHEREAS, the California Department of Housing and Community Development (HCD) has been assigned as the state agency overseeing this program; and

WHEREAS, the provisions of AB 101 require the California Central Coast's Councils of Government to form a multiagency group comprising three representatives from each of the region's five counties to administer approximately \$8 million in housing planning funds dedicated to the Central Coast region; and

WHEREAS, the Central Coast Housing Working Group has been established as the multiagency working group to administer these funds pursuant to AB 101; and

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) will serve as the fiscal agent of the Central Coast Housing Working Group and will staff the group; and

WHEREAS, AMBAG will use three percent of the AB 101 Central Coast regional funding to administer the mega regional grant program, staff the Central Coast Housing Working Group, provide required reporting, and provide oversight of the grant program from 2020 to 2024; and

WHEREAS, AMBAG will allocate AB 101 housing planning funds to the four COGs in the Central Coast area: AMBAG, the San Luis Obispo Council of Governments, the Santa Barbara County Association of Governments, and the Council of San Benito County Governments; and

WHEREAS, the City of Marina is eligible to submit a request for allocation for a portion of Central California AB 101 housing planning funds from AMBAG; and

WHEREAS, the amounts allocated to the Association of Monterey Bay Area Governments (AMBAG) are based on the allocation method approved by the Central Coast Housing Working Group; and

WHEREAS, the amounts allocated to the City of Marina will be based on the allocation method approved by AMBAG; and

WHEREAS, AMBAG shall approve allocation requests subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARINA:

1. The City Council authorizes and directs the City Manager to apply for and submit to AMBAG a Regional Early Action Planning grant application package.
2. The City of Marina is hereby authorized to request an allocation not to exceed \$165,000 from AMBAG, which acts on behalf of the Central Coast Housing Working Group.
3. The City Manager of the City of Marina is hereby authorized to enter into agreements and take further actions as necessary to give effect to this resolution, such as executing amendments and approving funding applications with AMBAG for REAP funding.
4. This Resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 20th day of October 2020 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 20, 2020

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2020-, APPROVING AN AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE PROPOSED WIDENING OF IMJIN PARKWAY BETWEEN RESERVATION ROAD AND IMJIN ROAD, AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2020-, approving an agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services to complete the plans for widening of Imjin Parkway between Reservation Road and Imjin Road; (**"EXHIBIT A"**)
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway in the amount of \$2,173,520.

At the regular meeting of February 5, 2019, the City Council adopted Resolution No. 2019-14, approving Amendment No. 1 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California in the amount of \$150,312.95 for a total amended contract amount of \$2,323,832.95. This amendment included expansion for environmental, geotechnical and landscaping design.

At the regular meeting of November 5, 2019, the City Council adopted Resolution No. 2019-115, approving Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California in the amount of \$179,052 for a total amended contract amount of \$2,502,884.95. This amendment included additional engineering and environmental work.

ANALYSIS:

The current project design plans are nearing completion, with final land acquisition, utility relocation coordination and environmental coordination requiring further consideration.

The right of way acquisition processes necessary for the project design is nearing completion. All but two land transfers are in escrow as the final properties are under purchase agreement review by legal counsel. The property acquisition support of Associated Right of Way Services (AR/WS) is required to close escrow on the final two properties with City legal counsel assistance to meet the City's State grant funding requirements for construction.

The project will impact multiple utility agencies and require relocation of existing systems. Legal descriptions of the relocations by Whitson Engineers are underway, with all utility agencies currently on schedule for project planning to match the City's construction schedule. Additional coordination is required to meet the City's State grant funding requirements for construction.

Consultation with the California Department Fish and Wildlife (CDFW) for the project's incidental take permit (ITP) has resulted in an expanded review of the mitigation acreage required for the Project's Mitigation and Monitoring Plan (MMP). With the acquisition of mitigation lands from the County, the City now has a proposed MMP to provide to CDFW with the support services of Denise Duffy and Associates and WRECO.

As the project scope and complexity has grown, the necessity for managing the multiple project disciplines has also expanded past the original proposal scope. The project management aspects of the contract scope have included contract amendments without additional funding requests. But as the project is nearing completion, the City is requesting project management support to finalize the review and approval process with Caltrans, the California Transportation Commission (CTC), and through the project bidding process to address any potential addendums.

The preceding summary of additional right of way and environmental work is required to finalize the project bid set for construction approval by the CTC. As the previous contract had expired on August 31, 2020, staff has reviewed and recommend for approval the proposed new contract of \$254,056.00 for this scope of work for bid-ready plans, specifications and bid support to final project construction contract award.

FISCAL IMPACT:

The original project contract agreement, as amended, had an approved budget of \$2,502,884.95. As of the close of the contract agreement period of August 31, 2020, the remaining balance on the contract is \$148,702.28. Due to the complexity of right of way and mitigation land acquisition, the additional scope of work to the original contract exceeds the remaining contract balance by \$105,353.72. The following is a summary of these balances:

Original Contract Agreement	\$2,173,521.00
Amendment No.1 (Landscape & Geo.)	\$ 150,312.95
Amendment No.2 (Engr. & Environ.)	\$ 179,052.00
Expended on Original Contract	(\$2,354,182.67)
Remaining Contract Balance	\$148,702.28

Should the City Council approve this request, adequate funding is available in the Capital Improvement Program project account R46B (#401) Imjin Widening Project.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE PROPOSED WIDENING OF IMJIN PARKWAY BETWEEN RESERVATION ROAD AND IMJIN ROAD, AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway in the amount of \$2,173,520, and;

WHEREAS, at the regular meeting of February 5, 2019, the City Council adopted Resolution No. 2019-14, approving Amendment No. 1 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California in the amount of \$150,312.95 for a total amended contract amount of \$2,323,832.95. This amendment included expansion for environmental, geotechnical and landscaping design, and;

WHEREAS, at the regular meeting of November 5, 2019, the City Council adopted Resolution No. 2019-115, approving Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California in the amount of \$179,052 for a total amended contract amount of \$2,502,884.95. This amendment included additional engineering and environmental work, and;

WHEREAS, the current project design plans are nearing completion, with final land acquisition, utility relocation coordination and environmental coordination requiring further consideration, and;

WHEREAS, the right of way acquisition processes necessary for the project design is nearing completion. All but two land transfers are in escrow as the final properties are under purchase agreement review by legal counsel. The property acquisition support of Associated Right of Way Services (AR/WS) is required to close escrow on the final two properties with City legal counsel assistance to meet the City's State grant funding requirements for construction, and;

WHEREAS, the project will impact multiple utility agencies and require relocation of existing systems. Legal descriptions of the relocations by Whitson Engineers are underway, with all utility agencies currently on schedule for project planning to match the City's construction schedule. Additional coordination is required to meet the City's State grant funding requirements for construction, and;

WHEREAS, consultation with the California Department Fish and Wildlife (CDFW) for the project's incidental take permit (ITP) has resulted in an expanded review of the mitigation acreage required for the Project's Mitigation and Monitoring Plan (MMP). With the acquisition of mitigation lands from the County, the City now has a proposed MMP to provide to CDFW with the support services of Denise Duffy and Associates and WRECO, and;

WHEREAS, as the project scope and complexity has grown, the necessity for managing the multiple project disciplines has also expanded past the original proposal scope. The project management aspects of the contract scope have included contract amendments without additional funding requests. But as the project is nearing completion, the City is requesting project management support to finalize the review and approval process with Caltrans, the California Transportation Commission (CTC), and through the project bidding process to address any potential addendums, and;

WHEREAS, the preceding summary of additional right of way and environmental work is required to finalize the project bid set for construction approval by the CTC. As the previous contract had expired on August 31, 2020, staff has reviewed and recommend for approval the proposed new contract of \$254,056.00 for this scope of work for bid-ready plans, specifications and bid support to final project construction contract award.

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

1. Approve an agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services to complete the plans for the widening of Imjin Parkway between Reservation Road and Imjin Road;
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

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

**CITY OF MARINA
AGREEMENT FOR ENGINEERING SERVICES FOR THE IMJIN PARKWAY
WIDENING PROJECT**

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 Kimley Horn and Associates, a California corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for engineering services associated with the Imjin Parkway Widening Project – Contractor shall provide services pertaining to the City project and shall perform support services for City as determined by the City Public Works Director.
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

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

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

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 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 June 20, 2014. 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 Two Hundred Fifty Four Thousand Fifty Six Dollars (\$254,056.00) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference.

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

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

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

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

4. Termination or Suspension.

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

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

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

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

5. Project Administrator, Project Manager & Key Personnel.

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

(b) Contractor designates Daniel Carley, 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: Daniel Carley, Project Manager.

6. Delegation of Work.

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

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

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

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

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

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

10. Conflict of Interest.

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

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

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

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 the 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 indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined 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 design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to indemnify applies unless it is adjudicated that the liability was caused by the sole active

negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party the design professional's indemnification obligation shall be reduced in proportion to the established comparative liability.

(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. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

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

14. Insurance.

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

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

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

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

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

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

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

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

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

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.

(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: Kimley Horn & Associates
555 Capitol Mall, Suite 300
Sacramento, CA 95814
Fax (831) 333-0340

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

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

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

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

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

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

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

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

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

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

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

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

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. . The exhibits attached hereto are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

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 P. Long
Its: City Manager
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF SERVICES
(See attached)

October 8, 2020

Edrie Delos Santos
City of Marina
211 Hilcrest Avenue
Marina, CA 93933

Re: Proposal – Imjin Parkway Widening Project - Completion of PS&E and Bidding Support

Dear Mr. Delos Santos:

Thank you for asking Kimley-Horn and Associates, Inc. (Kimley-Horn) to continue providing design and coordination services for the Imjin Parkway Widening Project.

Per our previous phone conversations and email correspondence, the contract for services between the City of Marina and Kimley-Horn for the Imjin Parkway Widening Project expired on August 31, 2020. As authorized by the City via email on 9/16/2020, Kimley-Horn continued effort on the Scope of Work from the original contract and approved amendments after the contract expiration date due to the critical project funding deadlines and required documentation for CTC approval, including obtaining the Project's Right of Way Certification.

This letter is in accordance with your request we discussed over the phone on 9/11/2020 and constitutes a proposal setting forth our proposed Scope of Services, Schedule, and Fee. This Proposal includes services as outlined below to continue providing coordination, design, environmental mitigation, bidding and general project support for completion of the Imjin Parkway Widening Project PS&E package and bidding support. We assume the project will be advertised for bidding within the first six months of 2021. Design services during construction (DSDC) are not included in this Proposal.

Scope of Services

Task 1 – Project Management and Coordination

Kimley-Horn assumes the management activities will last up to 10 months (from September 2020 through June 2021). This task covers project management, attendance at project meetings, and performance of quality control, from final design through bidding support.

The management activities are as outlined in the following sub-task descriptions:

Sub-Task Project Administration

Kimley-Horn staff's administration efforts include processing invoices, monthly progress reports, and managing project's subconsultants invoices.

Deliverables: Monthly Invoices & Progress Summaries

Sub-Task Meetings

Kimley-Horn will participate in up to three (3) project meetings, including supporting the City's staff in presenting to TAMC in October. We assume these meetings to occur through online platforms.

We will take notes and distribute draft meeting minutes after each meeting for the City's review and comment/approval. City comments will be incorporated and final meeting minutes will be distributed to the City.

Deliverable: Electronic copy of meeting minutes (draft and final), up to three meetings

Sub-Task Coordination

Kimley-Horn will coordinate with stakeholders other than the City, as necessary, including:

- Caltrans District 5
- Transportation Agency for Monterey County (TAMC)
- Monterey County
- Monterey-Salinas Transit (MST)
- University of California (UC)
- California State University Monterey Bay (CSUMB)
- City Council, Public Work Commission, and Design Review Board

Coordination with resource agencies is covered in Task 3 Environmental Mitigation Support.

This task also includes internal coordination between the design team and subconsultants.

Task 2 – Utility Coordination

Kimley-Horn will coordinate with utility owners, as needed, in support of finalizing the project's right of way certification through Caltrans. We will submit the necessary draft documents to Caltrans for review, revise, and send to the City and utility owners for execution. We assume coordination with be limited to Suddenlink/Altice, PG&E, AT&T, and MCWD.

Since Suddenlink/Altice, PG&E, and AT&T are relocating their own facilities, we will prepare and send Notice To Owner (NTO) letters with appropriate exhibits/attachments.

For MCWD, a Utility Agreement (UA), Report Of Investigation (ROI), exhibits, and NTO are required. We will prepare and send the above documents for approval.

In addition to the NTO, PG&E is requiring adjustments to existing easements for relocation of their facilities. The Kimley-Horn team will coordinate with PG&E to support the preparation of necessary exhibits, plats, and legal descriptions for approval. Preparation of plats and legal descriptions is included in Task 4 Right of Way Support.*Deliverables: NTO with attachments (Suddenlink/Altice, PG&E, AT&T)*

ROI, UA, NTO with attachments (MCWD)

Easement Exhibits (PG&E)

Task 3 – Environmental Mitigation Support

Kimley-Horn will provide support to the City in obtaining the project's Incidental Take Permit (ITP) and updating project environmental documents through coordination with subconsultants, Caltrans, and CDFW. We will participate in conference calls, as required, for assistance in obtaining the project's Incidental Take Permit (ITP) and updating project environmental documents. Denise Duffy & Associates, Inc. (DD&A) and WRECO will also provide environmental mitigation support under this task.

Sub-Task DD&A - Project Initiation

DD&A will initiate the project by consulting with the client to obtain pertinent project information, including project plans, technical studies and environmental review documents, and correspondence with CDFW, including but not limited to the permit application and incomplete letter. Project initiation will include the following tasks:

- Review additional available background information,
- Conduct initial project management,
- Attend a kick-off meeting to discuss the project approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format, quantities, and distribution of deliverables, and
- Establish schedules and protocols for communication.

Deliverable(s): Information needs request, if required

Sub-Task DD&A - Pre-Survey Data Collection/Reference Population Monitoring

Prior to the focused plant surveys as part of Task 3, DD&A will review available reference materials, including the California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database (CNDDB) occurrence reports, aerial photographs, and other relevant biological documentation that has been prepared in the project area, including specific mapping of sand gilia populations. DD&A will use this information to better focus survey efforts within the study area.

In addition, reference populations of sand gilia will be monitored in order to determine the appropriate timing for the focused plant surveys. Generally, the blooming period for this species is March through May. The surveys will be conducted during the peak bloom for each species, as indicated by reference populations.

This scope of work assumes the request for take authorization for seaside bird's beak is removed from the ITP application since this species has not been observed in the project area and is not known to occur within the project area. As a result, surveys and mitigation strategy for this species is not included in this proposal.

Sub-Task DD&A - Conduct Focused Surveys

DD&A biologists will survey the study area, which includes three sites (i.e., approximately 124 acres within the Landfill Habitat Management Area HMA, 31 acres within APN 031-081-023-000, and 26 acres within APN 031-101-055-000) to identify existing sand gilia populations and sand gilia habitat. DD&A will conduct focused surveys in accordance with the CDFW, U.S. Fish and Wildlife Service, and California Native Plant Society survey protocols. DD&A will identify and map sand gilia occurrences and estimate the number of individuals within the area. DD&A will walk the area and map locations of sand gilia, if found, using a Trimble ProXH GPS.

Sub-Task DD&A - Prepare Sand Gilia Maps & Research Potential Mitigation Sites

Following the surveys, DD&A will prepare draft sand gilia maps depicting the area(s) and acreage of sand gilia occurrences and habitat within the study area; sand gilia habitat will consist of sand gilia habitat observed during the 2020 surveys as well as historical occurrences.

In addition, DD&A will utilize its comprehensive GIS database and local knowledge to identify any additional potential sand gilia mitigation sites for both preservation and restoration opportunities. DD&A will apply documented sand gilia occurrences data layers to potentially available parcels in the area and conduct desktop and field surveys, as needed. DD&A will compile a list of potential mitigation strategy options to the project team for consideration.

DD&A will provide draft maps to the project team for review and comment. DD&A will participate in one meeting to discuss the results and mitigation strategy. DD&A will finalize the sand gilia maps based on comments received and provide the final maps and associated GIS files to the project team. This scope of work assumes one round of comments from the project team.

Deliverable(s): Draft and Final Sand Gilia Maps (PDF)

Sub-Task DD&A - Mitigation Strategy Proposal

Based on the data collected and discussions with the project team, DD&A will coordinate with Kimley-Horn, City, and the Sea Haven project team to prepare a mitigation strategy proposal to present and discuss with CDFW in order to obtain an ITP in accordance with Section 2081 of the California Endangered Species Act. This scope of work assumes continued coordination with the Sea Haven project team on permitting approach.

DD&A will coordinate with Kimley-Horn to calculate the estimated acreage of impacts to sand gilia that would be impacted by the proposed project, identify an appropriate mitigation ratio and strategy, and describe the potential mitigation sites in a memorandum format. This scope of work assumes that DD&A will submit an administrative draft proposal to the project team for review and comment. This scope of work assumes one round of comments from the project team. DD&A will incorporate comments and prepare a draft proposal to submit to CDFW. The draft proposal will be presented to CDFW at a meeting (assuming a conference call or in-person meeting at City offices) for discussion and consideration. DD&A will work closely with the project team and CDFW to respond to information requests and finalize the terms of the proposal. This task includes an estimated amount of project management time to coordinate with CDFW and the project team. This task assumes one in-person meeting and two conference calls with CDFW, as well as one in-person meeting and one conference call with Kimley-Horn and the City.

Deliverable(s): Draft and Final Mitigation Strategy Proposal Memorandum

Sub-Task DD&A - Prepare Revised ITP Application

Based on the terms of the agreed-upon mitigation strategy proposal, DD&A will work closely with the project team to prepare and submit a revised Section 2081 ITP application. The application will include all the required information, including, but not limited to, a description of the extent of take, proposed measures to minimize and fully mitigate the impacts of the proposed take, proposed plan to monitor compliance with the proposed measures, and a description of the funding sources and level of funding available to implement the proposed measures. The CDFW ITP application requires a Mitigation and Monitoring Plan. While a Habitat Mitigation and Monitoring Plan was prepared for the project, a supplemental plan will likely be required to describe the proposed mitigation strategy for impacts to sand gilia and this scope of work assumes the preparation of such plan.

This scope of work assumes that DD&A will submit a draft of the revised ITP application to Kimley-Horn and the City for review and comment. This scope of work assumes one round of comments. DD&A will incorporate the comments as appropriate and submit the revised permit application to the CDFW.

This scope and budget assume that the application materials will be based on the agreed-upon mitigation strategy proposal and no significant revisions will be required to the mitigation strategy proposal for the revised application submittal. Upon revised application submittal, DD&A will work closely with the project team and CDFW to respond to information requests and questions regarding the application. This task includes an estimated amount of project management time to coordinate with the project team and CDFW through permit issuance.

The proposed budget does not include the application fees. This scope of work assumes the application fee was paid with the original ITP application submittal.

Deliverable(s): Draft and Final Revised ITP Application and supporting information as requested

Sub-Task DD&A - Permit Issuance Requirements

The issuance of the ITP by the CDFW will result in various requirements, often required to be completed before the proposed take can occur. These requirements include, but are not limited to, acquisition of mitigation land, conservation of mitigation land in the form of deed restrictions or conservation easement, creation of security and endowment funding, execution of any required agreements, Phase 1 Environmental Site Assessment, preliminary title report(s), policy of title insurance, and biological reports. The extent of these requirements will vary by species and depend on whether existing information is sufficient. DD&A will coordinate with the project team and CDFW to identify, compile, and submit all requested documents in a timely manner.

Deliverables: Various/TBD

Sub-Task DD&A - Revised Mitigation Area for Section 7 ESA Consultation

DD&A will assist the client and WRECO in revising the mitigation strategy for Section 7 ESA compliance. DD&A will review the Biological Assessment and Biological Opinion and compile necessary plant population GIS data. DD&A will identify a proposed mitigation area on the landfill property, which overlaps the proposed mitigation area for the CDFW ITP. DD&A will prepare a draft and final figure depicting the revised mitigation area and preservation calculations. DD&A will participate in three (3) meetings associated with this task. This scope of work assumes that the client and WRECO will be responsible for submitting the revised strategy to Caltrans and the U.S. Fish and Wildlife and facilitating the revision to the Biological Opinion.

Deliverables: Draft and Final Figure

Sub-Task WRECO - Coordination with Caltrans/USFWS

WRECO will coordinate with Caltrans and USFWS in order to update the contents of the Biological Opinion (BO). This coordination is necessary to ensure the revised approach to mitigating impacts on Monterey spineflower and Monterey gilia, developed to obtain an Incidental Take Permit from California Department of Fish and Wildlife (CDFW), is acceptable to the USFWS and is able to replace the mitigation requirements currently required by the BO.

It is assumed that informal coordination with USFWS is required, and that formally amending the BO is not required. It is assumed that coordination with Caltrans/USFWS would occur after CDFW has provided preliminary approval of the revised approach to mitigating impacts on Monterey spineflower and Monterey gilia.

Deliverables: Draft and Final BO Update Memorandum (PDF)

Task 4 – Right of Way support

The Kimley-Horn team will coordinate with the City and property owners, as needed, in support of finalizing the project's right of way certification through Caltrans. This task includes the completion of the right of way certification document for review and approval by Caltrans.

Sub-Task AR/WS - Negotiations/Acquisitions

- AR/WS will provide continued negotiations to acquire partial acquisitions from up to 4 properties.
- If non-residential lessees or tenants are in occupancy, AR/WS will prepare, if necessary, offset statements or similar documentation to attempt to identify lessor/lessee interests in improvements and relevant lease terms.
- All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- If settlement with owners and other required interests is reached pursuant to the City approved appraisal or City approved administrative settlement, AR/WS will prepare a Memorandum of Settlement for transmittal to City. If an administrative settlement appears to be prudent, AR/WS will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require City written approval before implementation of any settlement agreement.
- AR/WS will make every reasonable effort to acquire property on behalf of the City expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. City will provide ongoing feedback to AR/WS as to authorization for settlements.
- AR/WS will establish a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by City.
- If agreement with all owners and other required interests cannot be reached, AR/WS will advise City that negotiations have reached an impasse. The City will consider scheduling of an action in eminent domain including the required public necessity hearing. AR/WS will provide condemnation support as needed and requested, budget allowing.

It is assumed the City will provide direction as to administrative settlements, negotiating authority and condition of title acceptance. City will review and provide approval of title company prepared escrow instructions including acceptable condition of title.

Deliverables: Memorandum of Settlement (upon settlement)

Notice that negotiations have reached an impasse (if needed)

Sub-Task Whitson - Additional Legal Descriptions & Plats - PG&E Facilities

Whitson Engineers will prepare legal descriptions and plats for easements for Pacific Gas and Electric (PG&E) facilities being relocated as part of the Imjin Parkway Widening project. This includes:

1. Review PDF document provided by client illustrating easement needs. Coordinate with client to obtain CAD drawings and refine easement geometry if necessary.
2. Prepare up to eight draft legal descriptions and accompanying plats for PG&E easements to be granted and portions of existing easements to be relinquished, in four locations as illustrated on provided documents. Descriptions and plats will be prepared according to PG&E guidelines as outlined in their "Private Sector Land Surveyors Check List." Submit draft descriptions to client, to be forwarded to PG&E for review.

3. Perform edits following PG&E & client review of draft legal descriptions and plats, to address comments and markups received.
4. Provide finalized signed legal descriptions and plats suitable for recordation as attachments to easement grant deeds or relinquishment documents (to be prepared by PG&E or others)

Deliverables: Legal descriptions and plats for PG&E easements

Sub-Task Whitson - Contingency Budget for Additional Land Survey Services (T&M)

On an as needed, time and materials basis, Whitson will perform additional land surveying or related tasks, including preparation of additional legal descriptions, or responding to additional survey-related inquiries. No additional field surveying is currently anticipated, but if required can be performed according to the rates shown on the attached budget worksheet.

Task 5 – Final PS&E

Sub-Task Quality Control

Kimley-Horn will meet with the City (teleconference/online platform) to do a page-turn review of the PS&E package to confirm final package includes all required information and proposed improvements. We will also perform additional internal QC of the PS&E package before we submit the final/bid package. Internal review of landscape and irrigation plans prepared by Merrill Morris Partners (MMP) is included in this task.

Deliverable: QA/QC Meeting notes and markups, with proof of corrections

Sub-Task Prepare Final/Bid Plans, Specifications, and Estimate (PS&E)

Kimley-Horn and MMP will revise the PS&E package based on internal and external quality control reviews. We will prepare the final/bid PS&E and submit hardcopies and PDF to the City. MMP will update the Model Water Efficient Landscape Ordinance (MWELO), Water Budget Calculation if there are any changes to the planting and irrigation design.

Deliverable: Final/Bid Plans, Specifications, and Estimate (PS&E) (PDF)

Final/Bid PS&E hardcopies (4 sets, bond)

Task 6 – Bidding Support

Kimley-Horn will provide design support ahead of and during project advertisement by reviewing and responding to contractor inquiries, and preparing limited addenda, if requested by the City of Marina. Addenda prepared by Kimley-Horn are assumed to be written responses to contractor inquiries, with limited and minor revisions to plan sheets, estimate quantities, or project specifications, up to the assumed total hours of this task.

This task does not include design or plan sheet revisions generated from comments provided by the City's selected Construction Management (CM) firm. If design or plan sheet changes are required, these services can be provided for additional scope and fee.

We assume up to two (2) Kimley-Horn staff will attend a Pre-Bid meeting teleconference (online platform).

We assume a total of up to 140 hours of Kimley-Horn staff effort for this task.

MMP will provide limited design support ahead of and during project advertisement by reviewing and responding to contractor inquiries. This task assumes addenda responses will be in text format only, and revisions or reissue of plans, details, or specifications is not included in this scope of work.

WRECO will assist the Project Team with general coordination and support during the bidding process as necessary in regards to planting or other revegetation/mitigation factors. We assume a total of up to 16 hours of WRECO staff effort for this task.

Parikh Consultants, Inc, (PARIKH) will provide limited design support ahead of and during project advertisement by reviewing and responding to contractor inquiries. This task assumes responses to RFIs in the event there are questions from perspective contractors relating to our scope of work/geotechnical findings/recommendations included in the “Geotechnical Investigation Report” prepared by Parikh. The responses will be in text format only, and revisions or reissue of geotechnical reports are not included in this scope of work. Additional field investigations are not included in this scope of work.

We assume MMP, WRECO, and Parikh staff will not attend the Pre-Bid meeting.

Schedule:

Kimley-Horn understands this contract will be included on the agenda for the City Council approval at the October 20, 2020 meeting.

This proposal includes services beginning on September 1, 2020.

We anticipate the project bidding phase to occur within the first six months of 2021 and last for up to eight (8) weeks.

Compensation, Fees and Expenses:

Kimley-Horn will perform the services in Tasks 1 - 6 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Project Management and Coordination	\$ 29,540.00
Task 2	Utility Coordination	\$ 11,710.00
Task 3	Environmental Mitigation Support	\$ 49,036.00
Task 4	Right of Way Support	\$ 61,246.00
Task 5	Final/Bid PS&E	\$ 58,542.00
Task 6	Bidding Support	\$ 36,815.00
	Direct Expenses	\$ 7,167.00

Maximum Labor Fee	\$254,056.00
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Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Daniel Carley".

Daniel Carley P.E.

Project Manager

P.E. No.: C76304

EXHIBIT B
COST ESTIMATE
(See attached)



CITY OF MARINA
IMJIN PARKWAY WIDENING PROJECT
COST PROPOSAL
October 8, 2020

		Project Manager Daniel Carley	Sr. Tech. Advisor Chadi Chazbek	Sr. Tech. Advisor	Sr. Professional II	Professional	Analyst	Project Support			AR/WS	DD&A	Parikh	MMP	WRECO	Whitson	Total Proposal
Task	HOURLY BILLING RATE	\$226.00	\$325.00	\$276.00	\$246.00	\$204.00	\$154.00	\$182.00	Total Hours	Total Labor Cost							
1.0	PROJECT MANAGEMENT AND COORDINATION (6 months)	110	6					15	131	\$ 29,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,540
	Project Administration	10						15	25	\$ 4,990							\$ 4,990
	Meetings (assume 3 teleconference)	20	6						26	\$ 6,470							\$ 6,470
	Coordination	80							80	\$ 18,080							\$ 18,080
2.0	UTILITY COORDINATION	45					10		55	\$ 11,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,710
	Utility Coordination	45					10		55	\$ 11,710							\$ 11,710
3.0	ENVIRONMENTAL MITIGATION SUPPORT	30	10						40	\$ 10,030	\$ -	\$ 32,603	\$ -	\$ -	\$ 6,403	\$ -	\$ 49,036
	Mitigation coordination	30	10						40	\$ 10,030		\$ 32,603			\$ 6,403		\$ 49,036
4.0	RIGHT OF WAY SUPPORT	36							36	\$ 8,136	\$ 35,290	\$ -	\$ -	\$ -	\$ -	\$ 17,820	\$ 61,246
	Negotiations/Acquisitions	6							6	\$ 1,356	\$ 35,290						\$ 36,646
	Legal Descriptions & Plats - PG&E Facilities	15							15	\$ 3,390						\$ 13,170	\$ 16,560
	Contingency for Additional/As-Needed Survey Services	15							15	\$ 3,390						\$ 4,650	\$ 8,040
5.0	FINAL/BID PS&E	75		35	15	15	75		215	\$ 44,910	\$ -	\$ -	\$ -	\$ 13,632	\$ -	\$ -	\$ 58,542
	Quality Control of Final Deliverables (includes teleconference)	25		20					45	\$ 11,170							\$ 11,170
	Prepare Final/Bid Plans	20		10	10		65		105	\$ 19,750				\$ 13,632			\$ 33,382
	Prepare Final/Bid Specifications	25		5	5				35	\$ 8,260							\$ 8,260
	Prepare Final Cost Estimate and Bid List	5				15	10		30	\$ 5,730							\$ 5,730
6.0	BIDDING SUPPORT (2 months)	45	10	10		30	45		140	\$ 29,230	\$ -	\$ -	\$ 2,960	\$ 2,726	\$ 1,899	\$ -	\$ 36,815
	Bidding Support	40	5	10		30	45		130	\$ 26,475			\$ 2,960	\$ 2,726	\$ 1,899		\$ 34,060
	Pre-Bid meeting (teleconference)	5	5						10	\$ 2,755							\$ 2,755
		341	26	45	15	45	130	15	617	\$133,556.00	\$35,290.00	\$32,603.00	\$2,960.00	\$16,358.00	\$8,302.00	\$17,820.00	\$246,889.00
	Total Other Direct Costs																\$7,166.65
	Reproduction/Printing									\$ 1,500							\$ 1,500
	Subconsultant Markup (5%)									\$ -							\$ 5,667
	TOTAL									\$ 135,056	\$ 35,290	\$ 32,603	\$ 2,960	\$ 16,358	\$ 8,302	\$ 17,820	\$ 254,056

Exhibit C - Insurance

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

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

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

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

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

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

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

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

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

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

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

Contractor and City further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

October 9, 2020

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 20, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A CONDITIONAL AIRPORT USE PERMIT WITH APPLE,
INC. FOR USE OF THE UNLEASED PORTION OF THE NORTH
TARMAC AT THE MARINA MUNICIPAL AIRPORT FOR
AUTONOMOUS SYSTEMS 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**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving a Conditional Airport Use Permit with Apple, Inc. for use of the unleased portion of the north tarmac at the Marina Municipal Airport for autonomous systems testing; and
2. 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.

BACKGROUND:

The City has received a request by Apple Inc., a California corporation, as (“Permittee”) for permission to use the unleased portion of the north tarmac consisting of approximately ten 10 acres, at the Marina Municipal Airport, as shown in “Exhibit A” (the “Premises”), for autonomous systems testing. The Permit shall go into effect on November 16, 2020 and remain in effect through March 31, 2021, subject to the “Term of Permit” paragraph below.

The Permittee anticipates conducting testing approximately 5 days a week, excluding holidays. Representatives of the Permittee have walked the site and feel that there is more than sufficient space enabling safe operations on the unleased portion of the north tarmac.

The City has approved previous Conditional Airport Use Permits (CAUP) for similar related activities on the tarmac, including autonomous systems testing, generating revenue to the benefit and support of the Airport. FAA reviewed and approved those previous CAUPs.

ANALYSIS:

The Conditional Airport Use Permit (CAUP) for the Permittee to utilize the unleased portion of the north tarmac, approximately 10 acres, for autonomous systems testing is presented for City Council consideration (“**EXHIBIT A**”). The CAUP lists Conditions of Approval which apply to conducting autonomous systems testing and the term of the permit is November 16, 2020 and remain in effect through March 31, 2021.

The Permittee will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the CAUP conditions

The City/Airport, through approval of the past CAUPs, has established the precedence of FAA approval for the temporary non-aeronautical use of the tarmac areas for revenue generation when the tarmac areas are not in demand by an aeronautical use.

Staff has determined that the findings for approval of the CAUP can be made, in that the proposed activity as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with aviation activity at the Marina Municipal Airport.

Further findings for approval of the CAUP include that aeronautical demand for use of the unleased portion of the north tarmac does not exist at this time and that the use of this area for non-aeronautical purposes generates revenue to benefit and support the Airport.

FISCAL IMPACT:

Should the City Council approve this request, the Permittee, will pay \$600.00 per day for use of the unleased portion of the north tarmac and these revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.00-5200.010.

CONCLUSION:

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

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 A CONDITIONAL AIRPORT USE PERMIT WITH APPLE,
INC. FOR USE OF THE UNLEASED PORTION OF THE NORTH TARMAC
AT THE MARINA MUNICIPAL AIRPORT FOR AUTONOMOUS SYSTEMS
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

WHEREAS, Apple Inc., a California corporation, as (“Permittee”) has request by for permission to use the unleased portion of the north tarmac consisting of approximately ten 10 acres, at the Marina Municipal Airport, for autonomous systems testing; and

WHEREAS, the requested term will begin on November 16, 2020 and remain in effect through March 31, 2021 at approximately 5 days a week, excluding holidays; and

WHEREAS, the City has approved previous Conditional Airport Use Permits (CAUP) for similar related activities on the tarmac, including autonomous systems testing, generating revenue to the benefit and support of the Airport. FAA reviewed and approved those previous CAUPs; and

WHEREAS, the Permittee will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the CAUP conditions; and

WHEREAS, staff has determined that the findings for approval of the CAUP can be made, in that the proposed activity as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with aviation activity at the Marina Municipal Airport; and

WHEREAS, the Permittee. will pay \$600.00 per day for use of the unleased portion of the north tarmac and these revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.00-5200.010; and

WHEREAS, the Conditional Airport Use Permit is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Class 1 – operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses).

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

1. Approve a Conditional Airport Use Permit with Apple, Inc. for use of the unleased portion of the north tarmac at the Marina Municipal Airport for autonomous systems testing; and
2. Authorize 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.

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

MARINA MUNICIPAL AIRPORT CONDITIONAL AIRPORT USE PERMIT FOR USE OF THE UNLEASED PORTION OF THE NORTH TARMAC BY APPLE INC.

THIS IS TO CERTIFY THAT, the City of Marina City Council at a regular meeting held on October 20, 2020, considered the following request. The City Council at that meeting then approved this Conditional Airport Use Permit (this “Permit”) for the use of the unleased portion of the north tarmac at the Marina Municipal Airport (the “Airport”) under authority provided by Chapter 13.22 of the Marina Municipal Code, the Airport Operating Ordinance, and subject to the following conditions and restrictions.

REQUEST:

Request by Apple Inc., a California corporation, as (“Permittee”) for permission to use the unleased portion of the [north] tarmac consisting of approximately eight (8) acres, at the Marina Municipal Airport, as shown in “**Exhibit A**” (the “Premises”), for autonomous systems testing. The Permit shall go into effect on November 9, 2020 and remain in effect through March 31, 2021, subject to the “Term of Permit” paragraph below.

BACKGROUND:

The members of the City Council serve as members of the Airport Commission. The Airport Commission is authorized to enact policies and regulations governing operations and the conduct of business on the Airport subject to the approval of the City Council. In order to keep the administrative record of the Airport Commission separate from the action of the City Council, the Commission’s role is to recommend to the Council approval or disapproval of a request.

COUNCIL ACTION:

The City Council adopted the following findings in justification of granting this Permit and granted the Permit as described herein subject to each of its Conditions of Approval and authorized the City Manager to execute same as described herein.

FINDINGS:

The City Council finds that, under strict conditions of approval:

1. Permittee’s autonomous systems testing activities and Permittee’s use of the Premises will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.
2. Permittee’s autonomous systems testing activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.

3. Permittee's autonomous systems testing activities, if conducted in accordance with the Conditions of this Permit, will be consistent with the California Environmental Quality Act Statutes and Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance (Municipal Code 13.22) of the City of Marina. The long-term use of the property is designated for aviation-related development in the Airport Master Plan and Airport Layout Plan.
4. Permittee's autonomous systems testing activities and the use of the Premises will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. The Premises has not been in immediate demand for aeronautical purposes and that Permittee's non-aeronautical use generates revenue to benefit and support the Airport.
6. Reasonable time periods can be and are herein designated for Permittee's autonomous systems testing activities.
7. The charge established for the proposed use of the Premises is reasonable.
8. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory.
9. The insurance requirements set forth in this Permit are appropriate for this use. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Premises by the Federal Aviation Administration (the "FAA") shall be a condition precedent to the effectiveness of this Permit. The City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EXISTENCE OF AN OPTION AFFECTING THE PREMISES & TERM OF PERMIT:

The Premises comprise a portion of a ±12 acre site ("Option Area") which is the subject of a leasehold option ("Option") held by Joby Aero, Inc. ("Joby") under the terms of a Lease entered into between Joby and the City on February 16, 2020. Prior to the exercise of the Option Joby must submit to the City a proposal for its use of and for capital improvements to the Option Area and must complete environmental review under the California Environmental Quality Act ("CEQA"). The initial and any extended term of this Permit are subject to Joby's exercise of the Option. Upon receipt of Joby's plans for use of the Option Area and for capital improvements and upon completion of CEQA review, the City shall provide no less than thirty (30) days' prior written notice of the termination of this Permit. Subject to the foregoing, the initial term of the Permit (the "Term") will commence on November 9, 2020, and shall terminate at midnight on March 31, 2021, unless extended or earlier terminated as set forth herein. Permittee shall have

the on-going right to extend the Term for periods of no less than one (1) month each by providing no less than thirty (30) days' prior written notice to the City of Permittee's exercise of such option prior to the then current expiration date. Such extension of the Term will subject to the same terms and conditions contained in this Permit. Permittee shall have the right to terminate this Permit at its sole discretion, at any time during the Term on no less than thirty (30) days' prior written notice to the City. In the event that the City plans to offer the Premises to a party other than Joby Aero, Inc. at the end of such Term, the City will provide Permittee with notice of such offer and Permittee shall have an on-going right of first offer to use or license the Premises before the City offers the Premises to such third party.

CHARGE:

Permittee shall pay to the City a fee for the use of the Premises in the amount of Six Hundred Dollars (\$600.00) per day of use by Permittee (the "Fee"). For purposes of assessing the number of days of use, Permittee will only be charged the Fee for days that Permittee utilizes the Premises for its intended purpose, which shall include the days of autonomous systems testing activities, as well as any set up and breakdown days. For purposes of estimating the monthly amount of the Fee due to the City, "Exhibit B" attached hereto contains a chart of the number of days Permittee expects to use the Premises during the initial Term. The City will provide invoices to Permittee on a monthly basis at the end of each calendar month of the Term reflecting the number of days that Permittee used the Premises during the prior month. Payment of the Fee for such period of time shall be due within thirty-five (35) days from date that Permittee receives the invoice. Permittee shall pay the Fee to the City by electronic funds transfer or wire transfer to the bank account specified by the City, which may be changed by the City at any time upon sixty (60) days advance written notice to Permittee.

Permittee acknowledges that late payment of the Fee will cause the City to incur costs not contemplated by this Permit; the exact amount will be extremely difficult to ascertain. Permittee's autonomous systems testing activities must be suspended until such time as the entire payment due under this Permit is remitted to the City. Should any payment due under this Permit remain unpaid following ten (10) days from the due date of such payment, a penalty of ten percent (10%) shall be added to any payments past due and owing. City and Permittee agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of the Fee by Permittee. Acceptance of any such late charge shall not constitute a waiver of Permittee's default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any past due and owing Fee(s) and penalties shall accrue at the rate of one and one-half percent per month thereafter until paid.

BUSINESS LICENSE:

Permittee shall obtain and keep current a business license issued by the City's Finance Department. Permit does not go into effect until the business license is obtained.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions shall be

deemed sufficient cause for the suspension or termination of the Permit. Such suspension of the Permit shall be by the Airport Manager or his/her designee.

I. Operational

- A. Permittee's autonomous systems testing activities shall be confined to the Premises. Permittee, by its acceptance of this Permit, acknowledges and understands the Premises is a temporary designation and that this Permit does not contain, and may not be construed to convey, any vested right in Permittee to use any other area of the Airport in connection with Permittee's activities.
- B. The Premises and/or access route to the Premises shall be maintained by Permittee to Airport standards to the reasonable satisfaction of the Airport Services Manager. When required, maintenance of the Premises and/or access routes utilized by the Permittee should be made in a timely manner and at Permittee's cost.
- C. Prior to conducting any activity, Permittee should examine the condition of the Premises to identify any existing damage. Upon examination, any preexisting damage should be documented and reported to the Airport Services Manager. In the event that the Premises is not fit for use by Permittee due to any existing damage, Permittee will not be required to pay the Fee to the City until the existing damage is repaired and the Premises is safe for Permittee's use.
- D. In the event of any damages resulting from Permittee's activities, as reasonably determined by the City or Airport Services Manager, the responsible party(s) must pay for and repair all damages to Premises in a timely manner.
- E. Permittee shall have exclusive use the Premises for autonomous systems testing activities from 7:30 am to 9:00 pm every Monday through Friday during the Term, excepting national holidays. Permittee shall be charged the Fee for each such day of use unless Permittee provides the City with at least seventy-two (72) hours' prior notice that it does not plan to use the Premises. No Fee shall accrue for the days that Permittee instructs the City that it will not use the Premises.
- F. Prior to conducting any autonomous systems testing activities, Permittee shall provide to the Airport Services Manager a current list of names and contact information, including cell phone number, for principal persons who are responsible for the conduct of the activities and who should be contacted in the event of an emergency.
- G. Permittee shall adhere to any applicable FAA regulations and conduct all test operations in accordance with the City of Marina Municipal Code Chapter 13.22 "Operating Ordinance for Marina Municipal Airport" and any FAA regulations that may be in force or promulgated during the period in which the Permit is in force.
- H. Permittee's use of the Premises for autonomous systems testing activities shall be subject to wind, weather conditions and/or darkness, as reasonably determined by

the Airport Services Manager. The City may require Permittee to temporarily cease its use of the Premises to accommodate special activities permitted by the City at the Airport. City will provide Permittee no less than thirty (30) days' written notice prior to issuing such a requirement that prevents Permittee from using the Premises for its intended purpose.

- I. Traffic entering or leaving the Premises will cross an aircraft Taxilane (formerly Taxiway A) by accessing or leaving the site through Gate 18 from Imjin Rd. just north of 3220 Imjin Rd following the traffic route shown on “**Exhibit A**”. Permittee shall provide personnel, directional signs, security fencing, barricades, cones or other approved means of delineation to control access to and from the Premises, as shown on “**Exhibit A**” or as directed by the Airport Services Manager. If necessary, said personnel shall direct traffic across the Taxilane to ensure vehicles do not inadvertently access the Taxilane in an unauthorized manner and/or adversely affect any aircraft traversing the Taxilane .
- J. If required by the FAA or the Airport Manager, Permittee shall coordinate with the City and Airport Services Manager to file a Notice to Airmen (NOTAM) with the FAA at least seventy-two (72) hours prior to any autonomous systems testing activities. Permittee shall cooperate with the City and the Airport in notifying pilots, users and tenants of the Airport about Permittee’s activities and explaining how these activities will affect the Airport and airport operations.
- K. Permittee shall be responsible for installing and securing any security fencing, traffic cones, signs, striping or tape used to delineate areas of the Premises as reasonably determined by the Airport Services Manager and any trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any autonomous systems testing activities.
- L. If, in the reasonable determination of the Airport Services Manager, the Premises requires sweeping for residual debris or Foreign Object Debris (FOD) as a result of Permittee’s activities, the Airport Services Manager will so notify Permittee, who will have an option to sweep debris from the site to the reasonable satisfaction of the Airport Services Manager or to request the City to sweep such debris or FOD. If City personnel are required to remove debris from the Premises, a charge of \$150.00 per hour with a two-hour minimum shall be assessed to Permittee and the City shall invoice Permittee for such charge at the time the regular per day Fee is required to be paid. All sweeping must be completed as soon as possible on the day following autonomous systems testing activities.
- M. All trash must be removed from the site. If City personnel are required to remove garbage or refuse from the site, a charge of \$100.00 per hour with a two-hour minimum shall be assessed to Permittee and the City shall invoice Permittee for such charge at the time the regular per day Fee is required to be paid.
- N. Parking for all vehicles associated with Permittee’s activity shall be on the Premises in the gravel area along the northern portion of the site as shown on “**Exhibit A**”. All vehicles associated with Permittee’s activity shall be allowed

inside of the Airport perimeter fence as reasonably determined by the Airport Services Manager. There shall be no overnight parking or camping in any vehicle on Airport property per Municipal Code 10.40.150. All vehicles associated with Permittee's activities including customers, visitors, employees, and owners shall be parked in the parking area described above. Any vehicles parked in non-approved areas may be removed.

- O. No persons shall possess or consume any alcoholic beverage or illegal drug in or around any areas when testing activities are taking place. No person employed by or providing services to Permittee shall possess, consume and/or have in his or her system any alcoholic beverage or illegal drug in or around any areas when testing activities are taking place. In addition, drivers/operators shall not possess or have in his or her systems any legal drug that impair or could impair their ability to operate autonomous systems testing equipment. This includes on the Premises, in or around any associated vehicles, or anywhere on the Airport.
- P. Operational-related notifications of a non-emergency nature, which do not constitute reportable events (as set forth below), should be made to the Airport staff, either in person or by telephone (831) 241-8628 and (831) 212-5428). For occasions when the Airport staff may not be available and the matter requires immediate attention, the Police Department Watch Commander may be contacted (831)384-7575.
- Q. Any accident requiring medical attention must be reported in writing to the Airport Services Manager within 24 hours from the time of the accident.
- R. Permittee by accepting this Permit acknowledges that it has received and shall abide by the rules and regulations set forth in the Airport Operating Ordinance (Marina Municipal Code Chapter 13.22), and with all other applicable federal and state statutory and decisional laws, County of Monterey and City of Marina ordinances, rules and regulations, and the requirements of any other duly authorized government agency.

II. Reportable Events

- A. Permittee within seventy-two (72) hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or conditions of this Permit, provide a written report of the incident using the attached Incident Report Form, as shown in **"Exhibit C"** to the Airport Services Manager via email to jcrechriou@cityofmarina.org. The Airport Services Manager shall acknowledge receipt of the form including the date and time received and shall provide a response to Permittee within seventy-two (72) hours of receipt. The Airport Services Manager may also provide written notice to Permittee of an accident or incident or reportable event. Permittee shall acknowledge receipt of the form including the date and time received and shall provide a response to the Airport Services Manager within seventy-two (72) hours of receipt.

- B. Operation of vehicles for purposes other than accessing the Premises or conducting testing activities on the Premises and any incident, accident or conflict caused with aircraft or airport tenants are defined as a reportable event under this Permit. (For purposes of clarity, a Reportable Event shall not otherwise include damage only to vehicles or other personal property owned or under control of the Permittee and used in Permittee's autonomous testing activities where no property other than that of the Permittee is damaged.)
- C. Any situation observed that might constitute a hazard to aircraft or is not in the interest of good safety practice at the Airport must be reported immediately to the Airport Services Manager, as described above, by telephone or in person.

III. Insurance and Indemnification Required

- A. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty (30) days' written notice of cancellation, material reduction in coverage or reduction in limits and ten (10) days' written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Permittee's insurance is not expected to respond to claims that may arise from the acts or omissions of the City. Proof of insurance coverage shall be provided to the City.
- B. Cancellation, Reduction, Change. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage City shall promptly notify Permittee.
- C. Commercial General Liability/Umbrella Insurance. Permittee shall obtain and keep in force a policy or policies of commercial general liability insurance covering Permittee, and naming City and its Airport, Council, boards and commissions, officers, employees, agents and volunteers (whose names are provided to Permittee) as additional insureds in a form approved by the City, against claims and liability for bodily injury, personal injury and property damage (including loss of use thereof) based upon, involving or arising out of (a) Permittee's operations and contractual liabilities at the Premises, or (b) ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Total limits shall be no less than one million dollars per occurrence for all coverages and one million dollars general aggregate. 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 shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) of not less than one million dollars shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured

retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

- D. Auto Insurance. Primary coverage must include all vehicles used in relation to the Permittee’s activities on the Airport with limits no less than one million dollars for combined bodily injury and property damage per accident. Starting and ending dates shall be concurrent. The City of Marina shall be added as an additional insured.
- E. Workers’ Compensation/Employers’ Liability. This 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 per accident or disease and shall add the City of Marina as an additional insured employer. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.
- F. Indemnification. Permittee shall indemnify, defend and hold the City and its Airport, Council, boards and commissions, officers, employees, agents, and volunteers (collectively, the “City Related Parties”), harmless against and from all third party liability, obligations, damages, penalties, claims, actions, costs, charges, judgement and expenses (including reasonable attorney’s fees, costs and disbursements) (collectively referred to as "Losses"), arising from (a) the use of, or any activity done, permitted or suffered in or about the Premises by Permittee, (b) any activity done, permitted or suffered by Permittee or Permittee's agents in or about the Premises during Permittee's possession and use of the Premises, (c) any act, neglect, fault, or willful misconduct of Permittee or Permittee's agents in or about the Premises during Permittee's possession and use thereof, or (d) from any breach or default in the terms of this Permit by Permittee or Permittee's agents, in each case except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of the City. If any action or proceeding is brought against the City or any City Related Party by reason of any such claim, upon notice from the City, Permittee shall defend the same at Permittee's expense, by counsel reasonably satisfactory to the City. As a material part of the consideration to the City, Permittee hereby releases the City and the City Related Parties, from responsibility for, and waives its entire claim of recovery for and assumes all risks of (i) damage to property or injury to persons in or about the Premises from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of City or the City Related Parties, or (ii) loss resulting from business interruption or loss of income at the Premises. In no event will either party be liable to the other for any type of incidental, exemplary, punitive, indirect, or consequential damages whether arising under theory of contract, tort, strict liability, or otherwise. Permittee acknowledges that City would not grant this Permit in the absence of the commitment from Permittee to indemnify and protect City as set forth here.

The obligations of Permittee under this or any other provision of this Permit shall not be limited by the provisions of any workers' compensation act or similar act. Permittee expressly waives its statutory immunity under such statutes or laws as to City, its Airport Council, boards and commissions, officers, employees, agents, and volunteers.

Permittee shall have the option of obtaining executed indemnity agreements with provisions identical to those set forth above from any subcontractor or other person or entity involved with activities done, permitted or suffered in or about the Premises or, in the event Permittee opts not to obtain such indemnity obligations from others as provided here, Permittee agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Permittee and shall survive the termination of this Permit or this section.

G. Other Agreements. Permittee and City further agree as follows:

1. Insurance provisions supersede all other sections and provisions of this Permit to the extent that any other section or provision conflicts with or impairs the provisions of those sections.
2. Nothing contained in the insurance provisions is to be construed as affecting or altering the legal status of the parties to this Permit. The insurance requirements set forth in this Permit are intended to be separate and distinct from any other provision in this Permit and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this Permit shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Permit or any other Permit relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in the insurance provisions 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.
5. All general or auto liability insurance coverage provided pursuant to this Permit shall not prohibit Permittee, Permittee's employees, or agents from waiving the right of subrogation prior to a loss. Permittee waives all rights of subrogation against the City and shall obtain a waiver of all subrogation rights from, all property and casualty insurers referenced above.

6. Unless otherwise approved by City, Permittee's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII."
7. In the event any policy of insurance required under this Permit 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 Permittee.
8. Permittee agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverage's required.
9. Permittee shall provide proof that policies of insurance required herein expiring during the term of this Permit have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished at least two weeks prior to the expiration of the coverages.
10. 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 Permit in no way waives any right or remedy of City or any additional insured, in this or any other regard.
11. Permittee agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insured's all parties to this Permit. Permittee agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Permittee agrees to require that no contract used by any subcontractor, or contracts Permittee enters into on behalf of City, shall reserve the right to charge back to City the cost of insurance required by this Permit. Failure of City to request copies of such contracts shall not impose any liability on City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.
12. Permittee agrees to provide immediate notice to City of any claim or loss against Permittee 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.
13. Notwithstanding anything in this Article III or otherwise in this Permit to the contrary, Permittee may self-insure some or all of the risks covered by the insurance that it is otherwise obligated to maintain under the terms of this Permit and, accordingly, not to maintain the policies that are otherwise required hereunder. For purposes of this Permit, "self-insure" shall mean that Permittee is itself acting as though it were the insurance company providing the insurance required under the provisions hereof

rather than placing insurance with a third-party insurer and shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Permit.

IV. Enforcement, Suspension, and Termination

- A. The conditions of this Permit may be enforced by any means and methods by which the City may secure compliance with the provisions of its Municipal Code. These include but are not necessarily in order of or limited to the following: warning notices, administrative citations, civil or criminal enforcement or injunctive relief. Multiple enforcement remedies may be used to achieve compliance with respect to persons who commit continuing violations.
- B. In lieu of or in conjunction with enforcement remedies, this Permit may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein, following notice of such violation and a reasonable period in which to cure such violation. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee activities on the Airport, by the Airport Services Manager. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the Airport Services Manager it will immediately cease and suspend its use of the Premises.
- C. The Airport Services Manager agrees to cooperate with Permittee in its efforts to remedy or to address a cited violation or notice of violation for which this Permit has been suspended. If and when such violation has been addressed to the satisfaction of the Airport Services Manager, immediate verbal notice of Permit reinstatement followed within not more than 24-hours by a written notice of Permit reinstatement shall be given to Permittee.
- D. This Permit may be suspended by action of the Airport Services Manager or the Airport Manager and terminated by action of the City Council or the Airport Commission.
- E. In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing party.
- G. In the event of a request or action by the FAA to cease or terminate the activities as set forth in this Permit, such Permit shall become immediately null and void without requirement of any further action by the City Council. To the extent

applicable, Permittee shall comply with all FAA Assurances as shown on **“Exhibit D”** attached hereto and made a part hereof.

V. Non-Transferability, No Exclusive Right, No Right to Lease

- A. This Permit is non-transferable.
- B. This permit shall not be construed or interpreted as an “exclusive right” within the provisions of section 308a of the FAA Act of 1958, as amended.
- C. This Permit is not, and may not be, construed as a lease of any City property, nor does it convey any right to such a lease.
- D. This Permit may be amended only by a writing signed by the authorized representatives of both the City and Permittee.

VI. Grant Agreement Covenants

Permittee acknowledges that City is subject to Federal grant agreement obligations as a condition precedent to granting of funds for the improvement of the Airport, and, accordingly agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Permittee:

Permittee, by accepting this Permit expressly agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Marina Municipal Airport or otherwise constitutes a hazard. In the event this covenant is breached, following reasonable notice to Permittee and an opportunity to cure such breach, City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of Permittee. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right for the passage of aircraft in the airspace above the surface of the Premises. The public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking from, or operation on the Airport

Permittee for itself and its personal representatives, successors in interest, and assigns as part of the consideration hereto, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises. (2) that in the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination; (3) that Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City (through the City Manager) shall have the right to terminate this Permit, and to re-enter and repossess the premises and hold the same as if this Permit had never been made or issued.

City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Permittee, and without interference or hindrance, provided, however, that City and/or the Airport will give Permittee no less than sixty (60) days' prior written notice before the construction of any development of or improvement to the Premises that could adversely impact Permittee's use thereof for autonomous systems testing activities. The City reserves the right, but shall not be obligated to Permittee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of Permittee in this regard. Permittee, by accepting this Permit, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77 or above mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, following reasonable notice to Permittee and an opportunity to cure such breach, the City reserves the right to enter upon the Premises hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of Permittee.

The Permit will conform to Airport and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicle, 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; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

This Permit is subordinate to the City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport.

This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport. Failure of Permittee to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Permittee's rights hereunder.

VII. Modifications for Granting FAA Funds

In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Permit, Permittee agrees to consent in writing upon the request of City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required to enable the City to obtain FAA funds. A failure by Permittee to so consent shall constitute termination of this Permit.

VIII. Authority

The individual executing this Permit on behalf of Permittee represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of Permittee and that this Permit is binding upon Permittee in accordance with its terms.

IX. Notice

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail, by facsimile transmission, or by e-mail, in the manner set forth below. Notice shall be deemed to have been duly given: (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address; (b) if by overnight courier, on the first business day after being delivered to a recognized overnight courier; (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid; (d) if by facsimile transmission, the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine; or (e) if by e-mail, the business day after being transmitted, as evidenced by the confirmation generated by the sender's e-mail, addressed as follows (or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder):

To City of Marina:

Airport Manager
City Hall
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831-884-1224
Mobile: 831-241-0859
Facsimile: 831-384-9148
E-mail: llong@cityofmarina.org

With a copy to:

Airport Services Manager
City Hall
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831-384-2901
Mobile: 831-241-8628
Facsimile: 831-582-0104
E-mail: jcrechriou@cityofmarina.org

With a copy to:

City Attorney – City of Marina
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA 93940
Phone: 831-373-8733

Facsimile: 831-373-7106
E-mail: attys@wellingtonlaw.com

To Permittee:

Apple Inc.
One Apple Park Way, MS 319-6RED
Cupertino, California 95014
Attention: Real Estate Department
Facsimile: N/A
Email: CorpRENofices@apple.com

With a copy to:

Apple Inc.
One Apple Park Way, MS 4DLAW
Cupertino, California 95014
Attention: Real Estate Law Department
Facsimile: N/A
Email: cmarat@apple.com

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

[Remainder of page left blank intentionally]

THIS CERTIFICATE IS TO NOTIFY Permittee that the above described Conditional Airport Use Permit was approved by the City of Marina City Council with their action and to become effective as specified in the Permit. However, requesters are notified that should any aggrieved party wish to appeal the decision of the City Council, a written appeal must be filed with the City Clerk no later than the end of the first work day which is at least ten calendar (10) days from the issuance of this Certificate, no later than 5:00 P.M. on Monday, November 2, 2020,. Such appeal must set forth specifically the points at issue, the reasons for the appeal and describe why the person appealing the decision believes there was an error or abuse of discretion by the City Council. Should no appeal be filed within this time limit, this Certificate shall be valid as written. Any action for judicial review of this decision must be brought within the time limits specified in the California Code of Civil Procedure Section 1094.6.

Dated: October 20, 2020 at Marina, California

APPROVED/ATTEST

Layne Long
City Manager/Airport Manager
City of Marina

Jeff Crechriou
Airport Services Manager
City of Marina

Date: _____ 2020

Date: _____ 2020

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO THE CONDITIONS SET FORTH IN THIS PERMIT:

Authorized Representative
Apple Inc.

Date: _____ 2020

Attest: Pursuant to Resolution No. 2020-____

Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

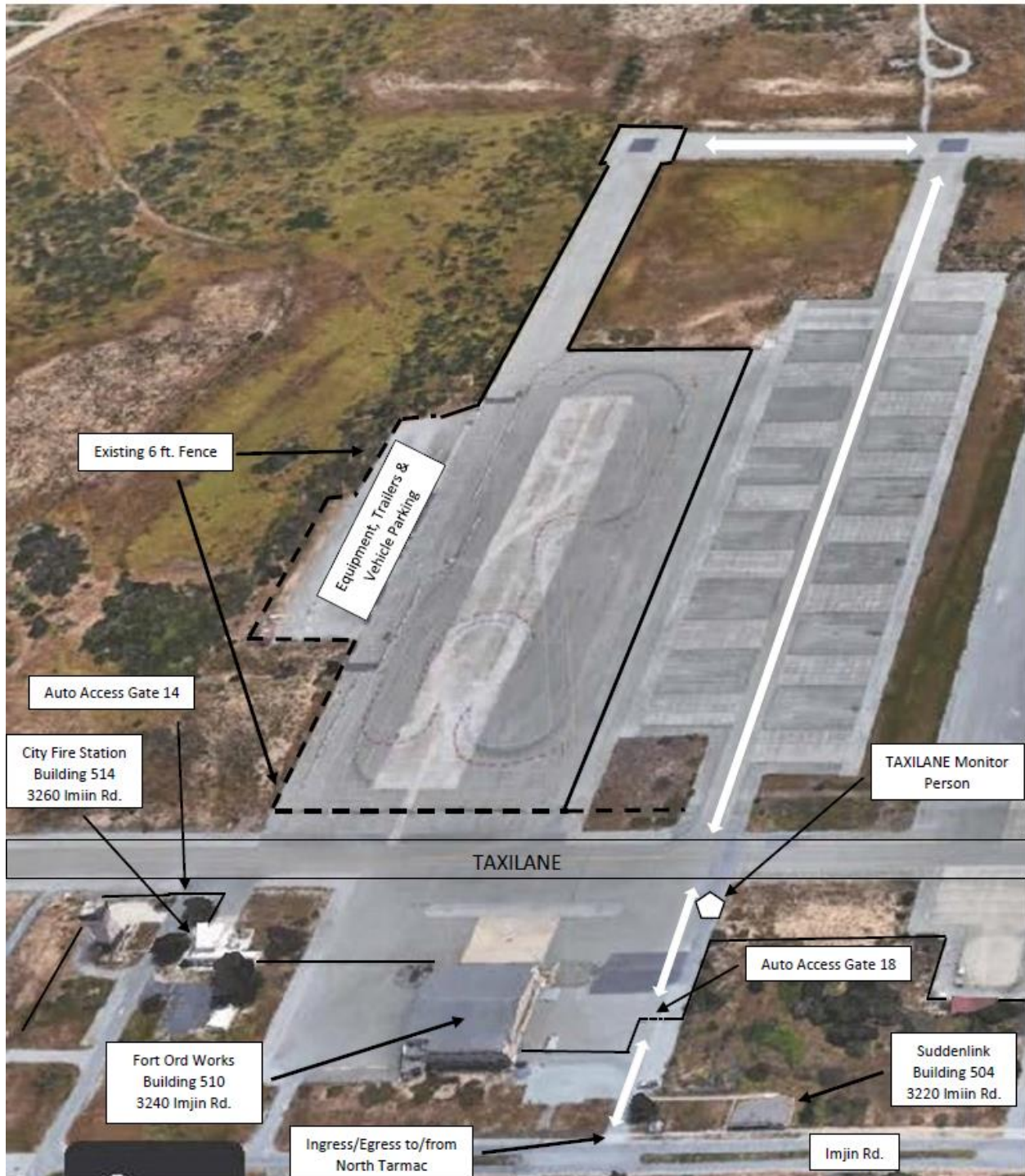
Robert W. Rathie
For the City Attorney

ATTACHMENTS:

- EXHIBIT A Site Plan and Access Route
- EXHIBIT B Expected Days of Use
- EXHIBIT C Incident Report Form
- EXHIBIT D FAA Assurances

DRAFT

EXHIBIT A
Site Plan and Access Route



The Solid and Dashed Lines together define the boundary of the Premises.

EXHIBIT B
Expected Days of Use

Months	# of Days	Daily Fee	Monthly Total:
November	11	\$600	\$6,600
December	17	\$600	\$10,200
January	19	\$600	\$11,400
February	20	\$600	\$12,000
March	23	\$600	\$13,800
Total Days:	90	\$600	\$54,000

EXHIBIT C

Incident Report Form

INCIDENT REPORT FORM – FOR OFFICIAL USE ONLY

Date of Incident _____

Pilot in Command _____

Total Passengers _____

Name of Ground Observer _____

Name of Person(s) Involved: _____

Explanation: _____

Report Prepared by _____

Date _____

Received by _____

Date / Time _____

MARINA MUNICIPAL AIRPORT

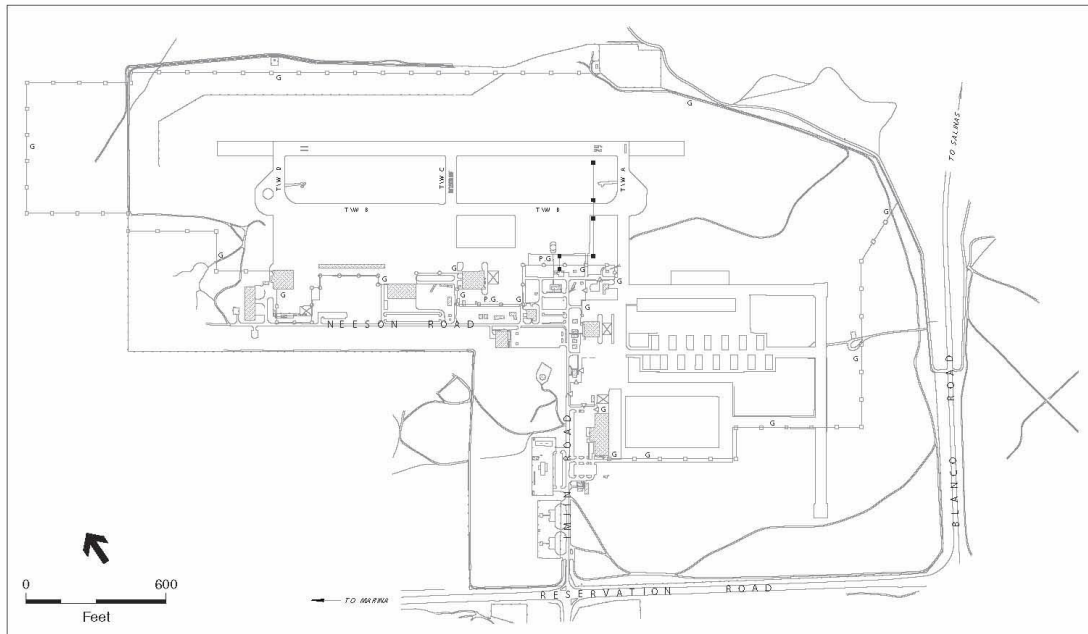


EXHIBIT D

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Marina shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Marina shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Marina or the

United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Permittee assures that it will require that its covered suborganizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Marina reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Permittee and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Marina and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Marina, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Marina Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the permitted premises.

13. Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet.

In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of Permittee.

14. Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and

taking off of aircraft from the Marina Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

DRAFT



MST HIGHLIGHTS

OCTOBER 12, 2020 Board Meeting

OCTOBER EMPLOYEE OF THE MONTH

The MST Board approved resolution 2021-10 recognizing Ikuyo Yoneda-Lopez, Marketing Manager, as Employee of the Month for October 2020.

25 YEARS OF SERVICES

The MST Board recognized James Lopez, Mechanic A, for 25 years of services and his outstanding dedication and contribution to MST and the entire community.

RECEIVED COVID-19 INCIDENT RESPONSE AND RECOVERY PLANNING UPDATE

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

RECEIVED DESIGNING FOR TRANSIT GUIDELINES PRESENTATION

The MST Board received a presentation on MST's *Designing for Transit Guidelines*.

APPROVED PROCUREMENT OF CONSULTING SERVICES FOR ICT ZEB PLAN AND REPORT

The MST Board approved the procurement of consulting services for the Innovative Clean Transit Rule (ICT) Zero Emission Bus Plan and Report in an amount not to exceed \$123,410.70.

APPROVED INCENTIVE POOL FOR MSTEА AND CONFIDENTIAL UNIT

The MST Board approved the incentive pool for the MSTEА and Confidential Unit.

APPROVED FINANCING OF SOUTH COUNTY OPERATIONS AND MAINTENANCE FACILITY

The MST Board approved Resolution 2021-11 approving the term sheet for a Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan to provide financing for construction of the South County Operations and Maintenance Facility project; adopting a Debt Management Policy; authorizing the General Manager / CEO to negotiate and execute required agreements; and, directing General Counsel to execute required opinions. The MST Board further authorized the General Manager/CEO to negotiate and execute an Irrevocable Direction regarding Deposit of Local Transportation Funds between MST and the Transportation Agency for Monterey County (TAMC) in support of the financing arrangement.

APPROVED AMENDMENT NO. 7 TO MV TRANSPORTATION CONTRACT

The MST Board approved Amendment No. 7 to the contract with MV Transportation permitting reimbursement of CARES eligible expenses in the onetime payment amount of \$93,000 (approximate) and no more than \$35,000 per month beginning in September 2020 and ending on or before January 31, 2021.

NEXT MST BOARD MEETING

The next regular MST Board meeting will be held on November 9, 2020.

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA TO INTRODUCE AND READ BY TITLE ONLY ORDINANCE 2020- REPEALING MARINA MUNICIPAL CODE CHAPTER 17.06.040 (SECONDARY DWELLINGS AND GUEST HOUSES) AND REPLACE IT IN ITS ENTIRETY WITH A NEW CHAPTER 17.06.040 (ACCESSORY DWELLING UNITS) GOVERNING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN THE CITY OF MARINA.

-o0o-

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

1. Chapter 17.06.040—Secondary Dwellings and Guest Houses Removed. The Municipal Code is hereby amended by removing this section of code.
2. Chapter 17.06.040—Accessory Dwelling Units Added. The Municipal Code is hereby amended by the addition of Chapter 17.06.040 entitled “Accessory Dwelling Units” to read as set forth on the attached five (5) page marked EXHIBIT “A” and incorporated herein by this reference thereto.
3. Effective Date. This ordinance shall take effect and be in force 30 days from and after its final passage.
4. Posting of Ordinance. Within 15 days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on the 6th Day of October 2020, and was passed and adopted at a regular meeting duly held on the 20th Day of October 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

Repeal Chapter 17.06.040 and replace with the following:

17.06.040 Accessory dwelling units

This chapter establishes standards for the location and construction of accessory dwelling units and junior accessory dwelling units (jointly referred to “accessory units” in this chapter) in conformance with California Government Code Sections 65852.2 and 65852.22. These standards are intended to allow for accessory units as an important form of affordable housing and to comply with State Law.

A. Accessory Dwelling Units

1. Permits required

- a. Accessory units consistent with the requirements of this chapter are allowed by right with the issuance of a building permit.
- b. Time Limit to Act. The City shall complete its review of an accessory unit application and approve or deny the application within sixty days of receipt of the application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory unit is submitted with a permit application to create a new single-family dwelling on the lot, the City shall delay acting on the permit application for the accessory unit until the City acts on the permit application to create the new single-family dwelling. If the applicant requests a delay, the sixty-day time limit shall be extended for the period of the requested delay. In either case the application to create the accessory unit shall be considered without discretionary review or hearing.

2. Permitted zoning districts

- a. Accessory dwelling units are permitted in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land use as identified in Title 17 of the Municipal Code. Junior accessory dwelling units are permitted in any zoning district where single-family dwellings are a permitted or conditionally permitted land use as identified in Title 17 of the Municipal Code.

3. Site and design standards

- a. General. Accessory units are subject to the same requirements that apply to primary dwellings on the same lot in the applicable zoning district except as specified in this section.
- b. Number of Accessory Units. No more than one junior accessory dwelling unit and one accessory dwelling unit is permitted on a single lot with a single-family dwelling. Lots with existing multifamily dwellings shall have a number of internal or attached accessory dwelling units equal to 25% of the existing multifamily dwelling units. Fractions of units of 0.5 and above shall be rounded up. Accessory dwelling units may include portions of dwelling

structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings. At least one accessory dwelling unit shall be permitted per lot within existing multifamily dwellings. Not more than two detached accessory dwelling units shall be permitted on lots with existing multifamily dwellings.

c. Relationship to Primary Dwelling.

1. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof. No passageway (as defined in California Government Code Section 65852.2) is required in conjunction with the construction of an accessory dwelling unit.
2. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
3. The City shall allow junior accessory dwelling units as defined in California Government Code Section 65852.22 to be constructed within the walls of the proposed or existing single-family residence with a separate entrance from the main entrance to the primary dwelling, an efficiency kitchen as defined herein, and shared or independent bathroom facilities.

d. Height

1. An accessory unit is limited to sixteen feet in height.

e. Maximum Unit Size.

1. The maximum floor area for a studio or 1-bedroom accessory dwelling unit shall be 850 square feet, except accessory dwelling units which do not conform to Sections D.1 and F.3 of this code which shall be limited to 800 square feet. The maximum floor area for an accessory dwelling unit of 2 bedrooms or more shall be 1,000 square feet. In situations where an existing accessory structure is being converted to an accessory dwelling unit, an additional 150 square feet are allowed for expansion beyond the physical dimensions of the accessory dwelling unit, limited to providing ingress and egress only.
2. The maximum floor area of a junior accessory dwelling unit shall be five hundred square feet.

f. Property Line Setbacks.

1. No setback is required for an existing accessory structure or living area as defined herein that is converted to an accessory dwelling unit.
2. No setback is required for an accessory dwelling unit constructed in the same location and the same footprint as an existing accessory structure.
3. A minimum setback of four feet from the side and rear property lines is required for an accessory dwelling unit sixteen feet in height or less. Front and street side yard setbacks shall be the same as the underlying zoning district. An accessory dwelling unit in excess of sixteen feet in height shall comply with setback requirements of the main structure of the applicable zoning district.

g. Parking.

1. Except as specified in this subsection, on-site parking for accessory dwelling units shall comply with all parking requirements in Chapter 17.44 of the Municipal Code.
2. On-site parking is not required for junior accessory dwelling units.
3. In addition to on-site parking spaces required for the primary dwelling, one on-site parking space shall be provided for each accessory dwelling unit per unit or bedroom, whichever is less.
4. On-site parking spaces for accessory dwelling units may be covered or uncovered, may be tandem, and may be located within the front, side, or rear setbacks areas unless there is a specific site or regional condition related to fire or life safety that would make parking in setback areas unsafe.
5. No on-site parking is required for an accessory dwelling unit in the following cases:
 - a. The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - b. The accessory dwelling unit is located within a National Register Historic District or other historic district officially designated by the City Council.
 - c. The accessory dwelling unit is constructed within the primary residence or within an accessory structure.
 - d. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - e. A car-share vehicle pick-up/drop-off location is located within one block of the accessory dwelling unit.

h. Utility Connections.

1. General. An accessory unit shall not be considered a new residential use for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service unless constructed in conjunction with a new single-family residence.
2. Accessory Units in Existing Space. For accessory units within an existing primary dwelling, garage, or other accessory structure, the City shall not require an applicant to install a new or separate utility connection directly between the accessory unit and utility or impose a related connection fee or capacity charge.
3. Attached and Detached Accessory Dwelling Units. Consistent with California Government Code Section 66013, a utility connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

4. Fire Sprinklers. The installation of fire sprinklers shall not be required in an accessory unit if sprinklers are not required for the primary residence.
- i. Septic Tank Disposal System.
 1. In areas where septic tank disposal systems are allowed due to lack of sanitary sewer lines, detached accessory dwelling units shall be served by separate and independent septic tank sewage disposal systems. All leach lines shall be designed and installed in accordance with current septic system requirements of the County of Monterey Health Department.
 2. In other areas of the City, accessory dwelling units shall be connected to the sanitary sewer system through the existing lateral line serving the primary dwelling.
- j. Deed restrictions.
 1. Deed Restriction Required. Before obtaining a building permit for an accessory unit, the property owner shall file with the county recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the current owner. The deed restriction shall state that:
 - a. The accessory unit may not be sold separately from the primary dwelling.
 - b. The accessory unit is restricted to the approved size as set forth in subsection 17.61.040(D).
 - c. The accessory unit shall not be rented for a period of less than thirty-one days.
 2. Binding on Future Owners. The above declarations shall be binding upon any successor in ownership of the property. Lack of compliance shall be cause for code enforcement and/or revoking the City's approval of the accessory unit.
- k. Fees.
 1. Impact fees shall not be imposed on an accessory dwelling unit less than seven hundred fifty square feet in size.
 2. Impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.

Adding the following definitions:

17.04 Definitions

“Accessory dwelling unit”, as defined in California Government Code Section 65852.2, means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling

unit also includes the following (A) an efficiency unit; (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code.

“Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

“Accessory unit” means an accessory dwelling unit or junior accessory dwelling unit.

“Efficiency kitchen” means a cooking facility with appliances, a food preparation counter, and storage cabinets.

“Efficiency unit”, as defined in California Government Code Section 17958.1, has the same meaning specified in the International Building Code of the International Code Council, as incorporated by reference in Part 2 of Title 24 of the California Code of Regulations.

“Junior accessory dwelling unit”, as defined in California Government Code Section 65852.22, means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 20, 2020

**CITY COUNCIL CONSIDER PLANNING COMMISSION
RECOMMENDATION TO OPEN A PUBLIC HEARING, TAKE ANY
TESTIMONY FROM THE PUBLIC, AND ADOPT RESOLUTION NO. 2020-
APPROVING A TENTATIVE MAP FOR THE SUBDIVISION OF A 1.6 ACRE
LOT INTO NINE (9) SINGLE-FAMILY PARCELS LOCATED AT 3320 ABDY
WAY (APN 033-011-006).**

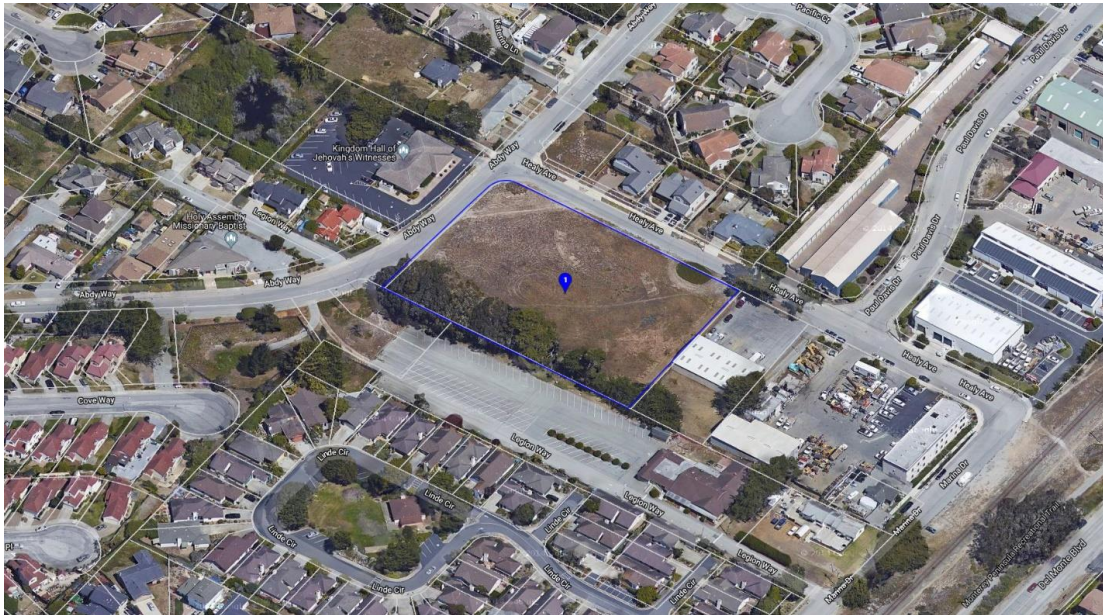
REQUEST:

It is requested that City Council consider:

1. Adopting Resolution 2020- , approving a Tentative Map for the subdivision of a 1.6 Acre lot into nine (9) single-family parcels located at 3320 Abdy Way (APN 033-011-006).

BACKGROUND:

On October 21, 2019, Mr. Joseph Torquado, on behalf of the property owners Paul Bruno, Bart Bruno, James Bruno, and Peter Taormina, submitted an application for a Tentative Map to subdivide a 1.6-acre lot into nine (9) single-family parcels at 3320 Abdy Way (APN: 033-011-006-000) (**EXHIBIT A** to the Resolution).

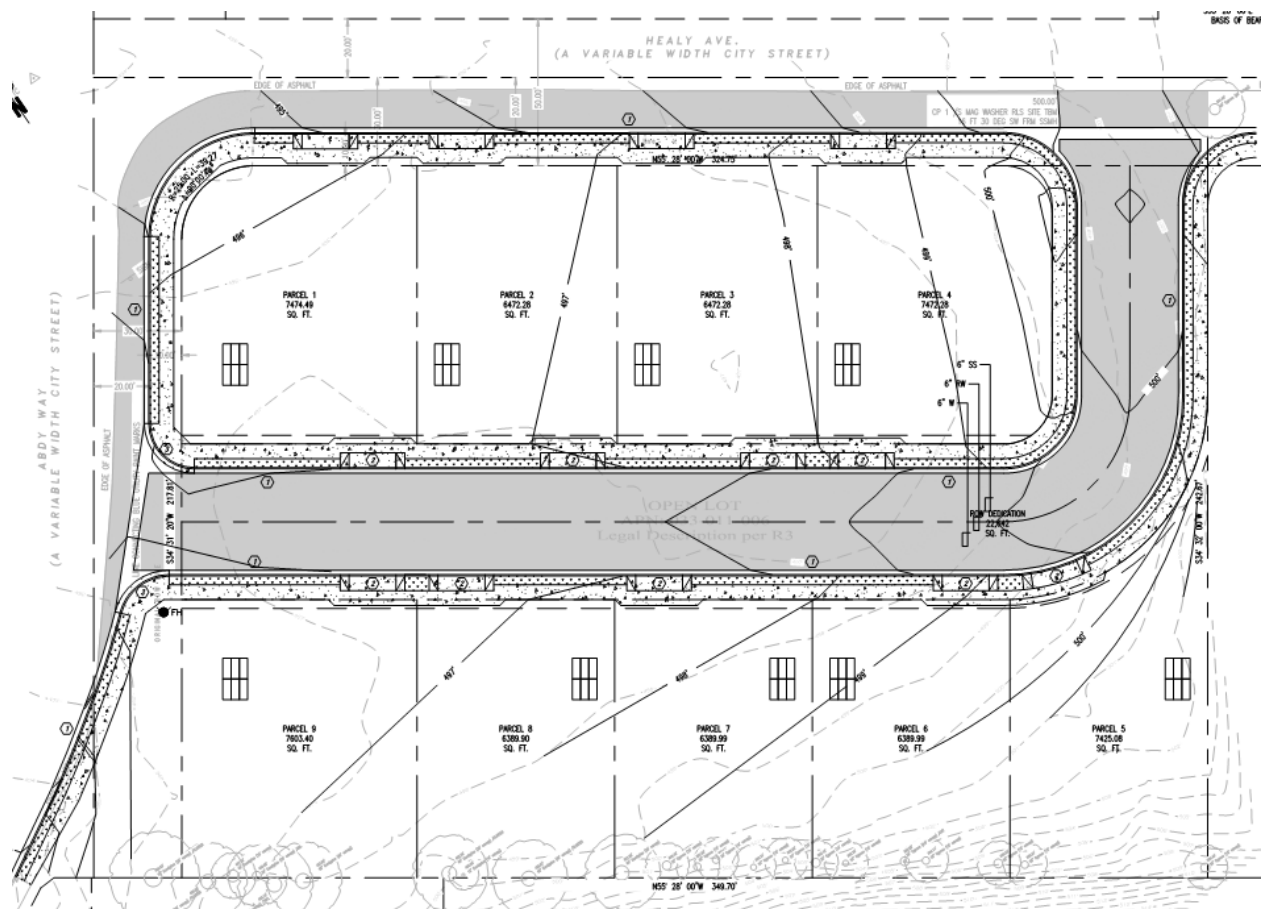


Location and Vicinity: The 69,696 square foot (1.6 acre) site is located at the southeast corner of Healy Avenue and Abdy Way. The site is vacant. The property is surrounded on the north by single-family dwellings, on the east by Challenge Dairy Products, on the south by a buffered parking lot of the American Legion, and on the west by single-family dwellings and the Kingdom Hall of Jehovah's Witnesses.

General Plan and Zoning: The General Plan Land Use Designation for the property is Single Family Residential which allows exclusively residential use. The Zoning Designation is R-1 (Single-Family Residential).

Project Description

The applicant proposes to subdivide the subject property into nine single-family lots ranging in size from 6389 to 7603 square feet. All of the lots would front a new street that will be dedicated to the City. The subdivision will require local improvements along Abdy Way, Healy Avenue and the new street, including curb, gutter, sidewalk, landscaping and streetlights. As shown below, portions of the sidewalks along the new street will encroach slightly into the new lots. This encroachment will require a permanent pedestrian access easement for each lot.



The Tentative Map states that the developer will construct all public improvements and sell the un-developed lots. Future development of the lots will be subject to the development standards in the R-1 zoning district.

On September 24, 2020, the Planning Commission held a public hearing and adopted Resolution No, 2020-19 recommending City Council approval of the Tentative Map (**ATTACHMENT 2**).

ANALYSIS:

The Planning Commission recommends that the City Council approve the project with the following findings:

1. That the proposed map is consistent with the City of Marina General Plan in that this proposal is consistent with the General Plan residential densities and augments the City's housing stock.
2. That the design or improvement of the proposed subdivision is consistent with the City of Marina General Plan in that the proposed tentative map will contribute to a community of diverse housing types.
3. That the site is physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site.
4. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that the project is categorically exempt, in accordance with Section 15332. In-Fill Development Projects of the California Environmental Quality Act (CEQA) Statutes and Guidelines.
5. That, if the subdivision is completed in accordance with the Conditions of Approval, the proposed tentative map will be in conformance with the City's Subdivision Ordinance, Zoning Ordinance, General Plan and environmental regulations.

FISCAL IMPACT:

None.

CEQA DETERMINATION

The City of Marina Planning Division determined that this project is consistent with the Marina General Plan and is categorically exempt from further environmental review in accordance with Section 15332 of the California Environmental Quality Act (CEQA) applicable to infill developments in that (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; and, (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; and, (c) The project site has no value, as habitat for endangered, rare or threatened species; and, (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and, (e) The site can be adequately served by all required utilities and public services.

CONCLUSION:

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

Respectfully submitted,

Christy Hopper
Planning Service Manager
City of Marina

REVIEWED/CONCUR:

J. Fred Aegerter, AICP
Community Development Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A TENTATIVE MAP FOR THE SUBDIVISION OF A 1.6 ACRE LOT INTO
NINE (9) SINGLE-FAMILY PARCELS LOCATED AT 3320 ABDY WAY
(APN 033-011-006)

WHEREAS, the City Council City of Marina conducted a duly noticed public hearing on the tentative map application for the proposed subdivision, attached hereto as **EXHIBIT A**, considered all public testimony, written and oral, presented at the public hearing, received and considered the written information and recommendation of the staff report for the October 20, 2020 meeting related to the proposed subdivision; and,

WHEREAS, on September 24, 2020, the Planning Commission held a public hearing and voted 5-0-0-1 (Amadeo abstaining and one vacancy) to adopt Resolution No. 2020-19 recommending City Council approval of the Tentative Map; and,

WHEREAS, the City Council finds that the proposed subdivision is in the public interest, conform with General Plan residential density policies and the development standards of the Single-Family Residential (R-1) Zoning District, and the City of Marina Subdivision Ordinance; and,

WHEREAS, the City of Marina Planning Division determined that this project is consistent with the Marina General Plan and is categorically exempt from further environmental review in accordance with Section 15332 of the California Environmental Quality Act (CEQA) applicable to infill developments in that (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; and, (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; and, (c) The project site has no value, as habitat for endangered, rare or threatened species; and, (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and, (e) The site can be adequately served by all required utilities and public services.

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did affirm the findings regarding the referenced case, and further, did find the following facts to justify approval of the Tentative Map, subject to conditions, as follows:

1. That the proposed map is consistent with the City of Marina General Plan in that this proposal is consistent with the General Plan residential densities and augments the City's housing stock.
2. That the design or improvement of the proposed subdivision is consistent with the City of Marina General Plan in that the proposed tentative map will contribute to a community of diverse housing types.
3. That the site is physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site.
4. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that the project is categorically exempt, in accordance with Section 15332. In-Fill Development Projects of the California Environmental Quality Act (CEQA) Statutes and Guidelines.

5. That, if the subdivision is completed in accordance with the Conditions of Approval, the proposed tentative map will be in conformance with the City's Subdivision Ordinance, Zoning Ordinance, General Plan and environmental regulations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby approve a Tentative Map for the subdivision of a 1.6 acre lot into nine (9) single-family parcels located at 3320 Abdy Way, with the following Conditions of Approval:

Conditions of Approval

1. That, prior to approval of the Final Map, the applicant shall submit three copies of the site plan to each of the following utility companies: Pacific Gas and Electric Company, telephone and internet providers and Marina Coast Water District. The applicant shall subsequently provide the City Engineer with copies of the transmittal letter, each utility's easement needs and the utility connection plans as part of the initial submittal of the improvement plans and that easements for any and all public services shall be offered for dedication to the public forever and designated at "Public Service Easement".
2. That the Final Map filed pursuant to this approval shall, in the opinion of the City, be in substantial conformance with the referenced tentative subdivision map on file in the offices of the City of Marina, approved by the City Council.
3. That the Final Map shall be recorded with the Monterey County Recorder's Office within two (2) years from the approval or conditional approval of the Tentative Map. An extension of not exceeding two (2) additional years may be granted by the Planning Commission upon application of the applicant. Failure to comply with this deadline shall cause all proceedings of this project to be terminated.
4. That all storm water runoff shall be retained on site in accordance with Section 16.06.150 of the Marina Municipal Code (Subdivision Ordinance) for each individual lot. Each storm water on-site retention system shall be designed to retain the 100 year storm per the City Design Standards.
5. That an encroachment permit shall be required for all work within the public right-of-way.
6. That all new utilities shall be installed underground from the service poles. All existing service poles within the site shall be removed or converted to underground.
7. That prior to start of any construction at the site, the applicant shall schedule a preconstruction meeting with the Public Works Department, Building Division, Planning Division, Fire Department, Police Department, Pacific Gas and Electric Company, telephone and internet providers, and Marina Coast Water District to discuss the project conditions and permit requirements.

8. That the developer shall provide to the City Engineer a copy of a draft maintenance agreement acknowledging that maintenance responsibility for streetscapes and sidewalks adjacent to each new parcel are the responsibility of each individual property owner. Prior to the issuance of a building or grading permit, the approved maintenance agreement shall be executed by the developer and the City and recorded with the County Recorder's office.
9. That the applicant shall construct curb, gutter, sidewalk, pavement, storm drains, sanitary sewers, utilities (water, electric, gas, telephone, and cable television), street lights, traffic signs, painted curb, traffic stripes, pavement markings, irrigation, landscaping, permanent pavement and other improvements necessary along the frontages of Healy Avenue and Abdy Way and the along the new street. Completion of all improvements shall be completed prior to final inspection. Prior to construction of these improvements, the Owner/Applicant shall enter into a Public Improvement Agreement (PIA), which shall be accepted by the City Council. Upon completion and/or demand of the City of Marina, the Owner/applicant shall dedicate that portion of land identified as a new street to the City of Marina for use a public road.
10. That the applicant shall provide improvement plans in accordance with Section 16.14.080 of the Marina Municipal Code (Subdivision Ordinance). The improvement plans shall be reviewed and approved by the City Engineer prior to approval of Final Map.
11. That the applicant shall execute and file a subdivision improvement agreement and the improvement securities concurrently with the Final Map for City Council approval in accordance with Section 16.18.070 of the Marina Municipal Code (Subdivision Ordinance).
12. Utility Line – The existing overhead utility line and utility/electrical panel for 200 Healy Avenue (APN 033-011-007) cross over and are within the proposed parcels 4 & 5. The applicant has provided clarification that the joint utility plan for the proposed subdivision will underground the existing utility line for 200 Healy Avenue and no easement for the existing overhead utility line will be necessary. A joint utility plan showing these improvements shall be provided to the City along with all right-of-way improvements for a Grading Permit approval prior to construction.
13. Lot Coverage – the dashed lines on the Tentative map represent setback requirements only. Section 17.14 for R1 development will apply to all proposed housing.
14. All parcel addressing for homes, even for Accessory Dwelling Units, will have the same street name regardless of driveway access. A property address application shall be submitted for approval for all proposed addresses through the Public Works Department.
15. That the new street name will not be a "Court".
16. Drainage –Drainage patterns, direction, existing pipe sizing and Perc Basin capacity will all be provided during the improvement plan approval process.

17. Title Report –As it is recognized that the Tentative Map has discrepancies as to provided reference documents, the Subdivision Map must show all metes and bounds as either referenced to the document/map they came from, any previous dedications on record, and correct the proposed metes and bounds to either match record documents or a field survey done by a registered/licensed Land Surveyor.
18. Park Strip Landscaping –Improvement Plans will show planting scheme and irrigation for all parkstrip areas. The irrigation and maintenance of the plants will be required in accordance with the maintenance agreement. Plans will show the irrigation connections to be disconnected from temporary water meter connection and have the ability to be connected to individual lots for their own irrigation option.
19. Street Lights –That the improvement plans will include the addition of street lights to the satisfaction of the City Engineer.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 20th day of October 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

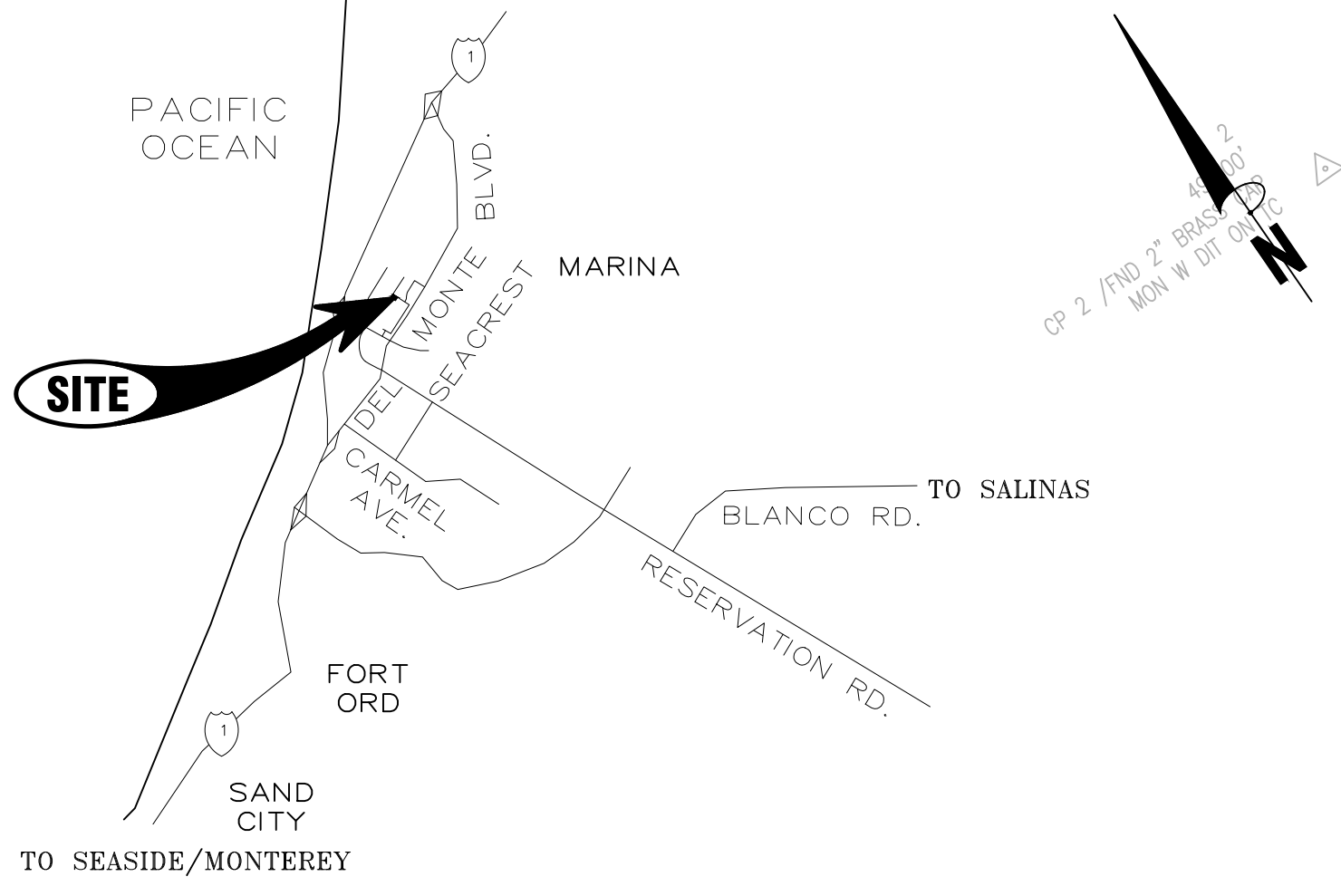
ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

THE USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL USE FOR WHICH THEY WERE PREPARED. REUSE, REPRODUCTION, OR PUBLICATION, IN WHOLE OR IN PART, IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF C3 ENGINEERING.

Drawing file: z:\Projects\119136 MPE - Healy Avenue\Draw\119136 MBase.dwg
Plotted: May 05, 2020 - 2:28pm



VICINITY MAP

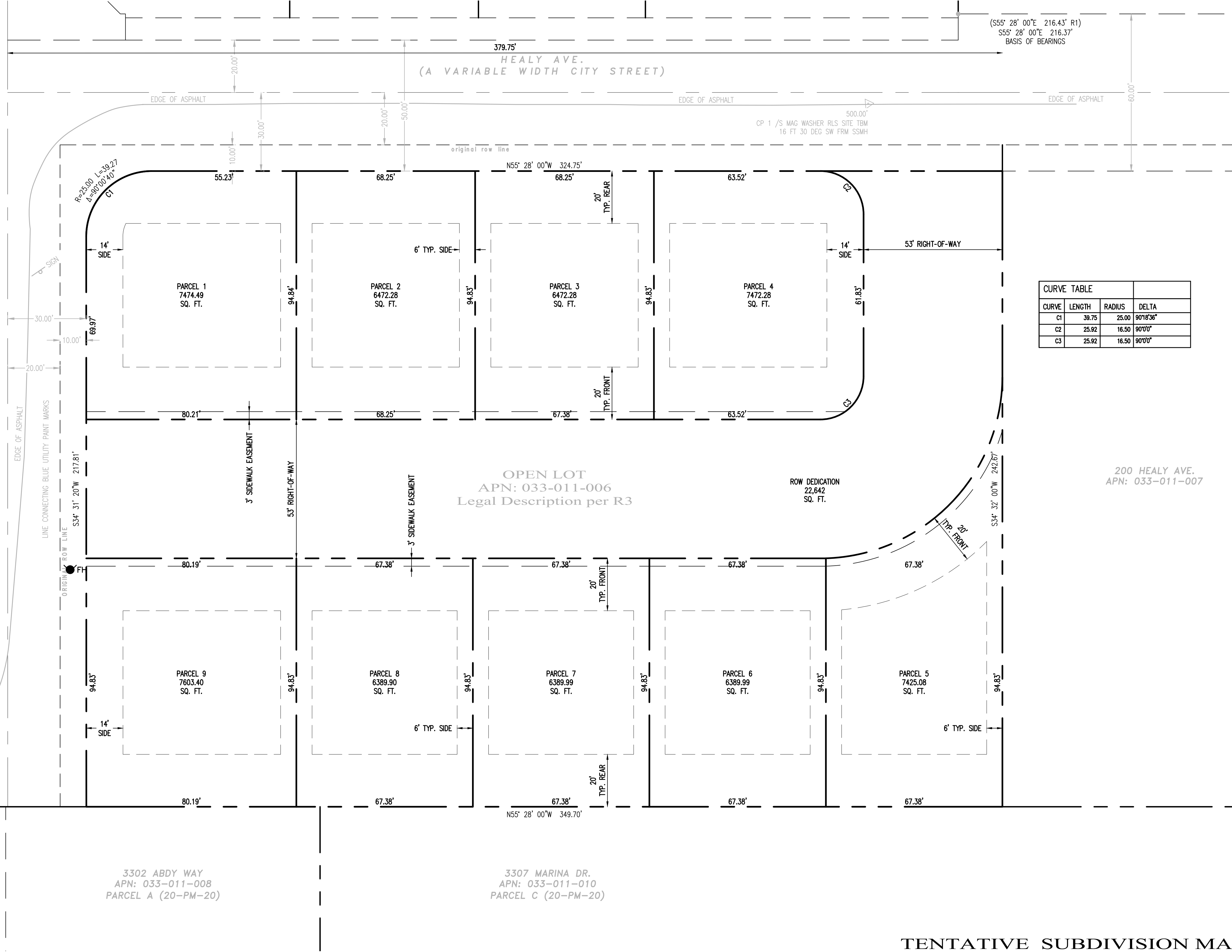
PROJECT DATA

OWNER	PROJECT DESCRIPTION
LGO INVESTMENT AND REALTY 411 SOUTH CLAREMONT SAN MATEO, CA 94010	10 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
CIVIL ENGINEER	PROPERTY ADDRESS
FRANK CAMPO, C3 ENGINEERING 126 BONIFACIO PLACE, SUITE C MONTEREY, CA 93940 TEL. (831) 647-1192	APN 033-011-006-000 MARINA, CA 93933
SURVEYOR	ASSESSOR'S PARCEL #'S
RASMUSSEN LAND SURVEYING, INC. 2150 GARDEN ROAD, SUITE A-3 MONTEREY, CALIFORNIA 93942 P: 831.375.7240 F: 831.375.2545	APN: - - - - -
CURRENT USE	CURRENT ZONING
VACANT	R-1
UTILITIES	GENERAL
ELECTRIC PG&E WATER MCWD FIRE CITY OF MARINA FD GAS PG&E SANITARY SEWER MCWD	1. PUBLIC AREA TO BE DEDICATED - ABDY COURT ROW (22,642 SF) 2. IMPROVEMENTS ARE SCHEMATIC IN NATURE AND SUBJECT TO APPROVAL. 3. IT IS THE DEVELOPERS INTENT TO CONSTRUCT ALL PUBLIC IMPROVEMENTS AND SELL UN-DEVELOPED LOTS WITH FRONTAGE AND UTILITY CONNECTIONS. 4. FUTURE RESIDENTIAL DEVELOPMENT ON EACH PARCEL WILL CONFORM TO R1 REQUIREMENTS OF GOVERNING AGENCY.
ESTIMATED EARTHWORK	
CUT 525 YDS FILL 525 YDS NET 0 YDS	

LEGEND

---	BOUNDARY LINE
- - - -	EASEMENT (ESMT)
---	CENTERLINE (CL)
—170—	MAJOR CONTOUR
—169—	MINOR CONTOUR
- - - -	SETBACK

ABDY WAY
(A VARIABLE WIDTH CITY STREET)



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.75	25.00	90°16'36"
C2	25.92	16.50	90°00'0"
C3	25.92	16.50	90°00'0"

TENTATIVE SUBDIVISION MAP
ABDY COURT

RESIDENTIAL SUBDIVISION OF APN 033-011-006
DATE: 04-20-2020 PROJECT# 119136

PREPARED BY:



Civil Engineering Land Development
Stormwater Management

126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mail@C3Engineering.net



Scale 1" = 20'



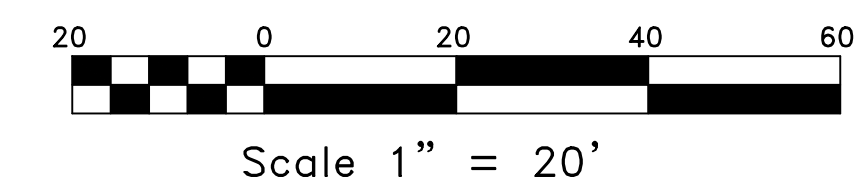
AC PAVEMENT

CONCRETE PAVEMENT

LANDSCAPE

- ① CITY STANDARD SIDEWALK, CURB AND GUTTER WITH LANDSCAPE STRIP
- ② 16' CITY STANDARD DRIVEWAY APRON
- ③ ACCESSIBLE RAMPS

EUCALYPTUS TREE TO BE REMOVED



PREPARED BY:



A circular professional engineer seal for the State of California. The outer ring contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "STATE OF CALIFORNIA" at the bottom, separated by two five-pointed stars. Inside the ring, the name "FRANK J. CAMPO" is written in an arc. Below the name, the number "No. 61390" is printed. Further down, the expiration date "EXP. 06/30/21" is shown, followed by the word "CIVIL" in a larger, bold font.

IMPROVEMENT PLAN SHEET 2 OF 3

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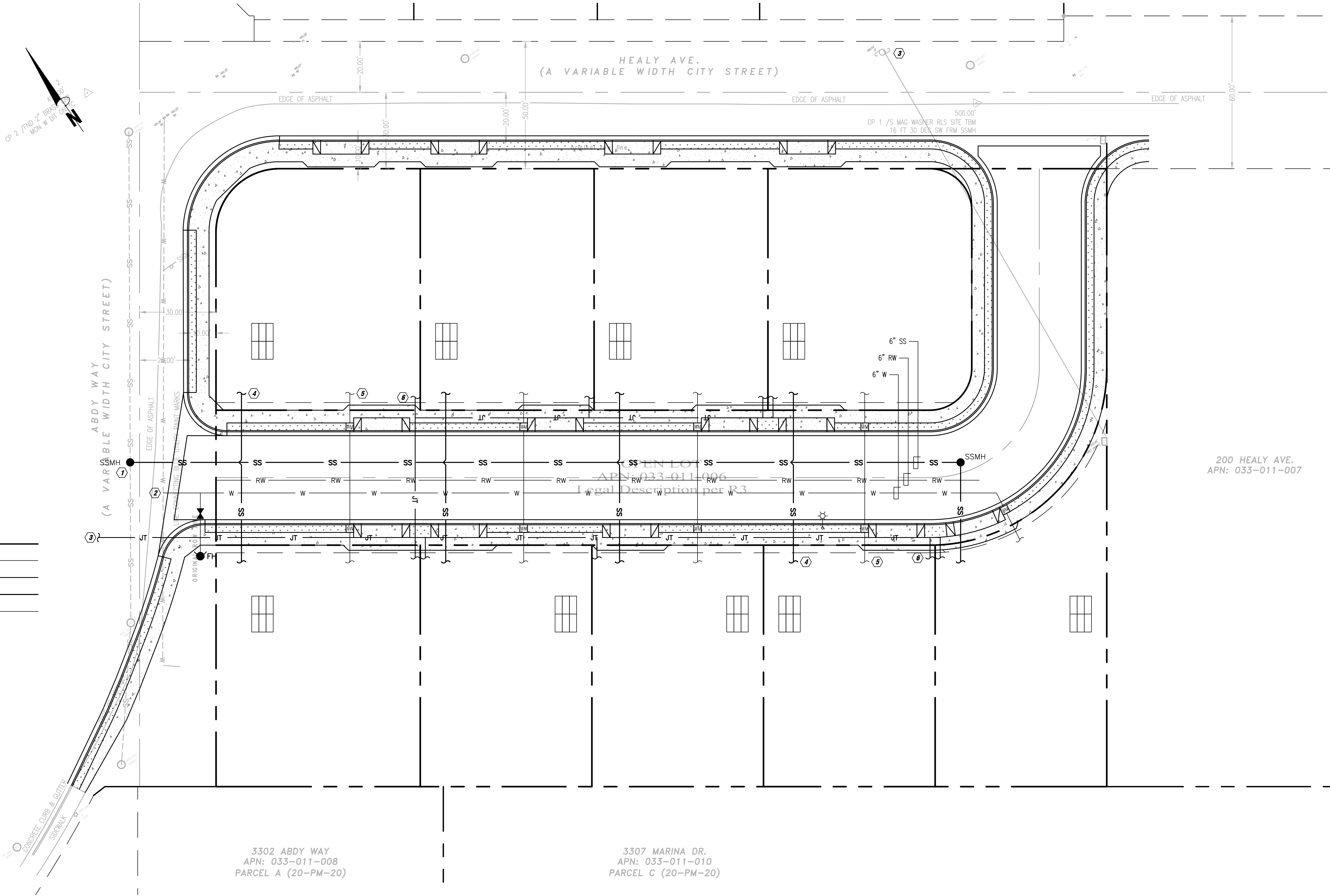
Drawing file: Z:\Projects\119136 MPE - Healy Avenue\Draw\119136 MBase.dwg
Plotter: May 05, 2020 - 2:28pm

LEGEND

SD	STORM DRAIN MAIN	SD	
SS	SANITARY SEWER MAIN	SS	
W	WATER MAIN	W	
405.46	SPOT ELEVATION	171.13	FG
■	DROP INLET (DI)	■	
■	CURB INLET (CI)	■	
■	AREA DRAIN (AD)	■	
SDMH	STORM DRAIN MANHOLE (SDMH)	SDMH	
SSMH	SANITARY SEWER MANHOLE (SSMH)	SSMH	
FDC	FIRE DEPARTMENT CONNECTION (FDC)	FDC	
FH	FIRE HYDRANT (FH)	FH	
PV	POST INDICATOR VALVE (PIV)	PV	
WM	WATER METER (WM)	WM	
WV	WATER VALVE (WV)	WV	
CV	CHECK VALVE	CV	
DCV	DOUBLE CHECK VALVE	DCV	
CO	CLEANOUT (CO)	CO	
SL	STREET LIGHT	SL	
ON SITE STORM SYSTEM	(SEE KEY NOTE 7)		

KEY NOTES

- 1 SANITARY SEWER CONNECTION TO PUBLIC SYSTEM
2 WATER CONNECTION TO PUBLIC MAIN
3 JOINT UTILITIES FROM EXISTING POLE ACROSS ABDY
4 4" SANITARY SEWER SERVICE (TYPICAL)
5 3/4" DOMESTIC WATER SERVICE (TYPICAL)
6 JOINT UTILITIES SERVICE (TYPICAL)
7 UNDERGROUND INFILTRATION CHAMBERS DESIGNED TO RETAIN 100YEAR RUNOFF FROM ENTIRE PARCEL (220± CUFT)



TENTATIVE SUBDIVISION MAP
ABDY COURT

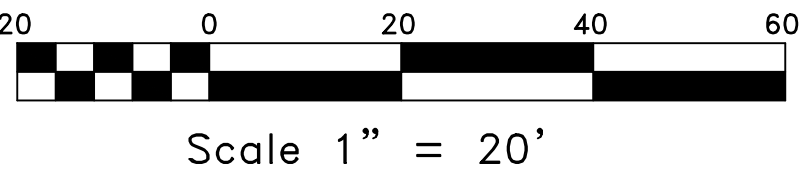
RESIDENTIAL SUBDIVISION OF APN 033-011-006
DATE: 04-20-2020 PROJECT# 119136

PREPARED BY:

C3 ENGINEERING
INCORPORATED

Civil Engineering Land Development
Stormwater Management

126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
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RESOLUTION NO. 2020-19

A RESOLUTION OF THE CITY OF MARINA PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION
APPROVING A TENTATIVE MAP FOR THE SUBDIVISION OF A 1.6 ACRE LOT
INTO NINE (9) SINGLE-FAMILY PARCELS LOCATED AT 3320 ABDY WAY
(APN 033-011-006)

WHEREAS, the Planning Commission of the City of Marina conducted a duly noticed public hearing on the tentative map application for the proposed subdivision, attached hereto as **EXHIBIT A**, considered all public testimony, written and oral, presented at the public hearing, received and considered the written information and recommendation of the staff report for the September 24, 2020 meeting related to the proposed subdivision; and,

WHEREAS, the Planning Commission finds that the proposed subdivision is in the public interest, conform with General Plan residential density policies and the development standards of the Single-Family Residential (R-1) Zoning District, and the City of Marina Subdivision Ordinance; and,

WHEREAS, the City of Marina Planning Division determined that this project is consistent with the Marina General Plan and is categorically exempt from further environmental review in accordance with Section 15332 of the California Environmental Quality Act (CEQA) applicable to infill developments in that (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; and, (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; and, (c) The project site has no value, as habitat for endangered, rare or threatened species; and, (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and, (e) The site can be adequately served by all required utilities and public services.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends City Council consideration of the tentative map subject to the following required Findings and Conditions of Approval:

Findings

1. That the proposed map is consistent with the City of Marina General Plan in that this proposal is consistent with the General Plan residential densities and augments the City's housing stock.
2. That the design or improvement of the proposed subdivision is consistent with the City of Marina General Plan in that the proposed tentative map will contribute to a community of diverse housing types.
3. That the site is physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site.

4. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that the project is categorically exempt, in accordance with Section 15332. In-Fill Development Projects of the California Environmental Quality Act (CEQA) Statutes and Guidelines.
5. That, if the subdivision is completed in accordance with the Conditions of Approval, the proposed tentative map will be in conformance with the City's Subdivision Ordinance, Zoning Ordinance, General Plan and environmental regulations.

Conditions of Approval

1. That, prior to approval of the Final Map, the applicant shall submit three copies of the site plan to each of the following utility companies: Pacific Gas and Electric Company, telephone and internet providers and Marina Coast Water District. The applicant shall subsequently provide the City Engineer with copies of the transmittal letter, each utility's easement needs and the utility connection plans as part of the initial submittal of the improvement plans and that easements for any and all public services shall be offered for dedication to the public forever and designated as "Public Service Easement".
2. That the Final Map filed pursuant to this approval shall, in the opinion of the City, be in substantial conformance with the referenced tentative subdivision map on file in the offices of the City of Marina, approved by the City Council.
3. That the Final Map shall be recorded with the Monterey County Recorder's Office within two (2) years from the approval or conditional approval of the Tentative Map. An extension of not exceeding two (2) additional years may be granted by the Planning Commission upon application of the applicant. Failure to comply with this deadline shall cause all proceedings of this project to be terminated.
4. That all storm water runoff shall be retained on site in accordance with Section 16.06.150 of the Marina Municipal Code (Subdivision Ordinance) for each individual lot. Each storm water on-site retention system shall be design to retain the 100 year storm per the City Design Standards.
5. That an encroachment permit shall be required for all work within the public right-of-way.
6. That all new utilities shall be installed underground from the service poles. All existing service poles within the site shall be removed or converted to underground.
7. That prior to start of any construction at the site, the applicant shall schedule a preconstruction meeting with the Public Works Department, Building Division, Planning Division, Fire Department, Police Department, Pacific Gas and Electric Company, telephone and internet providers, and Marina Coast Water District to discuss the project conditions and permit requirements.

8. That the developer shall provide to the City Engineer a copy of a draft maintenance agreement acknowledging that maintenance responsibility for streetscapes and sidewalks adjacent to each new parcel are the responsibility of each individual property owner. Prior to the issuance of a building or grading permit, the approved maintenance agreement shall be executed by the developer and the City and recorded with the County Recorder's office.
9. That the applicant shall construct curb, gutter, sidewalk, pavement, storm drains, sanitary sewers, utilities (water, electric, gas, telephone, and cable television), street lights, traffic signs, painted curb, traffic stripes, pavement markings, irrigation, landscaping, permanent pavement and other improvements necessary along the frontages of Healy Avenue and Abdy Way and the along the new street. Completion of all improvements shall be completed prior to final inspection. Prior to construction of these improvements, the Owner/Applicant shall enter into a Public Improvement Agreement (PIA), which shall be accepted by the City Council. Upon completion and/or demand of the City of Marina, the Owner/applicant shall dedicate that portion of land identified as a new street to the City of Marina for use a public road.
10. That the applicant shall provide improvement plans in accordance with Section 16.14.080 of the Marina Municipal Code (Subdivision Ordinance). The improvement plans shall be reviewed and approved by the City Engineer prior to approval of Final Map.
11. That the applicant shall execute and file a subdivision improvement agreement and the improvement securities concurrently with the Final Map for City Council approval in accordance with Section 16.18.070 of the Marina Municipal Code (Subdivision Ordinance).
12. Utility Line – The existing overhead utility line and utility/electrical panel for 200 Healy Avenue (APN 033-011-007) cross over and are within the proposed parcels 4 & 5. The applicant has provided clarification that the joint utility plan for the proposed subdivision will underground the existing utility line for 200 Healy Avenue and no easement for the existing overhead utility line will be necessary. A joint utility plan showing these improvements shall be provided to the City along with all right-of-way improvements for a Grading Permit approval prior to construction.
13. Lot Coverage – the dashed lines on the Tentative map represent setback requirements only. Section 17.14 for R1 development will apply to all proposed housing.
14. All parcel addressing for homes, even for Accessory Dwelling Units, will have the same street name regardless of driveway access. A property address application shall be submitted for approval for all proposed addresses through the Public Works Department.
15. That the new street name will not be a "Court".
16. Drainage –Drainage patterns, direction, existing pipe sizing and Perc Basin capacity will all be provided during the improvement plan approval process.

17. Title Report –As it is recognized that the Tentative Map has discrepancies as to provided reference documents, the Subdivision Map must show all metes and bounds as either referenced to the document/map they came from, any previous dedications on record, and correct the proposed metes and bounds to either match record documents or a field survey done by a registered/licensed Land Surveyor.
18. Park Strip Landscaping –Improvement Plans will show planting scheme and irrigation for all parkstrip areas. The irrigation and maintenance of the plants will be required in accordance with the maintenance agreement. Plans will show the irrigation connections to be disconnected from temporary water meter connection and have the ability to be connected to individual lots for their own irrigation option.
19. Street Lights –That the improvement plans will include the addition of street lights to the satisfaction of the City Engineer.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 24th day of September 2020, by the following vote:

AYES, COMMISSIONERS: Biala, Bielsker, Mann, McCarthy, Jacobsen

NOES, COMMISSIONERS: None

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS: Amadeo

Kathy Biala, Chair

ATTEST:

Christy Hopper
Planning Services Manager
City of Marina