



AGENDA

Tuesday, April 19, 2022

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 accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-34, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of April 30, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). 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)

Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, 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. Conference with Legal Counsel, anticipated litigation, significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of CA Govt. Code sec. 54956.9 – one potential case.
 - b. Public Employment Appointment (Govt. Code Section 54957(b)(1):
Position: City Attorney
 - c. Property Negotiations
 - i. Property: Marina Station Project, a 320-acres site located on the northern boundary of the City, APNs 203-011-023, 203-011-024, 175-011-038, 175-011-045 and 175-011-046).
Negotiating Party: Valle Del Sol Properties, LLC, the Rameriz Family Revocable Trust, the Villam Legacy Irrevocable Trust, and 3rd Millennium Partners, Inc.
Property Negotiator: City Manager
Terms: Price and Terms

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

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

5. SPECIAL PRESENTATIONS: None
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 99666-99771, totaling \$612,976.50
 - b. MINUTES:
 - (1) April 5, 2022, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY:
 - (1) City Council Rejection of Claim - staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Jeremiah Smith for a claim received on March 21, 2022
 - d. AWARD OF BID:
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting Resolution No. 2022-, regarding the Ralph M. Brown Act (California Government Code §§54950-54963, making certain findings; and authorizing the city to continue to implement remote teleconferenced public meetings of the City Council and its constituent bodies for the period May 1, 2022, through May31, 2022.

- (2) City Council consider adopting Resolution No. 2022-, authorizing the release of a Request for Proposals (RFP) to qualified firms for odor attribution study.

g. APPROVAL OF AGREEMENTS:

- (1) City Council consider adopting Resolution No. 2022-, approving a Lease Agreement between the City of Marina and Joby Aero, Inc. for 210 8th Street and Authorizing City Manager to execute the Lease Agreement, on behalf of the City, subject to final review and approval by City Attorney.
- (2) City Council consider adopting Resolution No. 2022-, approving the updated agreement, work plan and budget for Access Monterey Peninsula (AMP) for public, education and government (PEG) broadcasting services for FY 2022-23; and, authorizing the City Manager to execute the agreement on behalf of the City; and, authorizing the Finance Director to make the necessary budgetary and accounting entries and appropriate payments to Access Monterey Peninsula.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) City Council consider adopting Ordinance No. 2022-, approving text amendment amending Title 9 of the Marina Municipal Code adding Section 9.26 “Military Equipment”.

m. APPROVE APPOINTMENTS:

9. PUBLIC HEARINGS:

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 continued discussion from the January 25, 2022 City Council Meeting regarding unmet city facilities, infrastructure, public safety and staffing needs and funding options to address these needs and provide direction as appropriate.

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, April 15, 2022.

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 2022 Meetings of the City Council, Airport
Commission, Marina Abrams B Non-Profit Corporation, Preston
Park Sustainable Community Nonprofit Corporation, Successor
Agency of the Former Redevelopment Agency and Marina
Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, May 3, 2022
Tuesday, May 17, 2022

***Wednesday, September 7, 2022**
Tuesday, September 20, 2022

Tuesday, June 7, 2022
Tuesday, June 21, 2022

****Thursday, October 6, 2022**
Tuesday, October 18, 2022

***Wednesday, July 6, 2022**
Tuesday, July 19, 2022

Tuesday, November 1, 2022
Tuesday, November 15, 2022

Tuesday, August 2, 2022
Tuesday, August 16, 2022

Tuesday, December 6, 2022
Tuesday, December 20, 2022

* Regular Meeting rescheduled due to Monday Holiday

** Regular Meeting rescheduled due to Religious Holiday

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

CITY HALL 2022 HOLIDAYS (City Hall Closed)

Memorial Day -----Monday, May 30, 2022
Independence Day (City Offices Closed) -----Monday, July 4, 2022
Labor Day -----Monday, September 5, 2022
Veterans Day -----Friday, November 11, 2022
Thanksgiving Day -----Thursday, November 24, 2022
Thanksgiving Break -----Friday, November 25, 2022
Winter Break -----Friday, December 23, 2022-Friday, December 30, 2022

2022 COMMISSION DATES

Upcoming 2022 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

	June 15, 2022	September 21, 2022
April 20, 2022	July 20, 2022	October 19, 2022
May 18, 2022	August 17, 2022	November 16, 2022
		December 21, 2022

Upcoming 2022 Meetings of Economic Development Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 4:00 P.M.

	June 16, 2022	September 15, 2022
April 21, 2022	July 21, 2022	October 20, 2022
May 19, 2022	August 18, 2022	November 17, 2022
		December 15, 2022 (Cancelled)

Upcoming 2022 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

April 28, 2022	July 14, 2022	September 8, 2022
May 12, 2022	July 28, 2022	September 22, 2022
May 26, 2022	August 8, 2022	October 13, 2022
June 9, 2022	August 22, 2022	October 27, 2022
June 23, 2022		November 10, 2022
		December 18, 2022

Upcoming 2022 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

	June 16, 2022	September 15, 2022
April 21, 2022	July 21, 2022	October 20, 2022
May 19, 2022	August 18, 2022	November 17, 2022
		December 15, 2022

Upcoming 2022 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

September 1, 2022	December 1, 2022
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Upcoming 2022 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.

July 13, 2022	October 12, 2022
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AP Check Register 04-08-22

Bank Account: 905 - Chase - Checking

Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	04/08/2022	99666	Accounts Payable	Ace Hardware		445.27
	Invoice		Date	Description		Amount
	081144		02/04/2022	propane sale		71.00
	081143		02/04/2022	propane exchange		27.30
	081173		02/08/2022	plastic bucket 5g wht ace		13.09
	080888		01/02/2022	adapter sch40		1.08
	081178		02/09/2022	sillcock key3, breaker vacuum, washer hose, thrd sj		32.72
	080907		01/05/2022	sillcock key		3.27
	081145		02/04/2022	bait ant maxattrax		4.36
	081121		02/01/2022	keykrafter		21.34
	081224		02/14/2022	battery photo lith 3v		32.75
	081347		03/01/2022	auger drain		29.49
	081346		03/01/2022	filter furn		49.06
	081341		03/01/2022	pipe pvc dwv		44.86
	081344		03/01/2022	bend j 22ga brs		18.56
	081336		03/01/2022	fillr plstwood1 .8oz nat fasteners		29.10
	081339		03/01/2022	bend j 20ga brs		18.56
	081370		03/02/2022	fasteners		11.21
	081631		04/01/2022	padlock comb 2" reset 175D		19.65
	081638		04/04/2022	spray pain pro and keykrafter brass		17.87
Check	04/08/2022	99667	Accounts Payable	Andersen's Lock & Safe, Inc.		55.00
	Invoice		Date	Description		Amount
	42277		03/31/2022	finance office desk drawer repair #2		55.00
Check	04/08/2022	99668	Accounts Payable	Aramark Uniform Service		380.03
	Invoice		Date	Description		Amount
	511000242235		03/23/2022	veh maintenance		70.51
	511000242227		03/23/2022	building and grounds		17.81
	511000242231		03/23/2022	street		291.71
Check	04/08/2022	99669	Accounts Payable	Ariana Moniz		24.00
	Invoice		Date	Description		Amount
	03-30-22		03/30/2022	Refund MO2000216		24.00

AP Check Register 04-08-22

Bank Account: 905 - Chase - Checking

Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/08/2022	99670	Accounts Payable	AT & T		247.86
	Invoice		Date	Description		Amount
	000017964660		03/28/2022	CALNET3-9391023437 (384-0425)		43.70
	000017964688		03/28/2022	CALNET3-9391023463 (384-7854)		22.56
	000017964663		03/28/2022	CALNET3-9391023440 (384-0860)		22.60
	000017964693		03/28/2022	CALNET3-9391023468 (384-9148)		22.66
	000017964664		03/28/2022	CALNET3-9391023441 (384-0888)		22.56
	000017964691		03/28/2022	CALNET3-9391023466 (384-8477)		43.44
	000017959954		03/27/2022	CALNET3-9391023471 (582-0100)		47.78
	000017959960		03/27/2022	CALNET3-9391023477 (582-9803)		22.56
Check	04/08/2022	99671	Accounts Payable	Certified Folder Display Service, Inc.		331.07
	Invoice		Date	Description		Amount
	592554		03/24/2022	Marina Restaurant Guide Distribution		331.07
Check	04/08/2022	99672	Accounts Payable	JP Morgan Chase Commercial Card		907.85
	Invoice		Date	Description		Amount
	03-31-22		03/31/2022	Credit Card 03/31/2022		907.85
Check	04/08/2022	99673	Accounts Payable	Cintas Corporation		131.99
	Invoice		Date	Description		Amount
	4115261426		04/01/2022	Mat Service City Hall		50.94
	4115261338		04/01/2022	Mat Service-Police/Fire 04/01/22		81.05
Check	04/08/2022	99674	Accounts Payable	Code Publishing Inc.		144.00
	Invoice		Date	Description		Amount
	GC0006577		03/30/2022	MMC Cumulative Supplement		144.00
Check	04/08/2022	99675	Accounts Payable	Comcast		69.70
	Invoice		Date	Description		Amount
	03-26-22		03/26/2022	Cable Service Police & Fire 04/04/22 to 05/03/22		69.70
Check	04/08/2022	99676	Accounts Payable	CSG Consultants		1,520.00
	Invoice		Date	Description		Amount
	42337		03/11/2022	Fire Inspections by CSG: Eric Rodewald		1,520.00
Check	04/08/2022	99677	Accounts Payable	Daktronics, Inc.		18,909.30

Marina, CA LIVE

AP Check Register 04-08-22

Bank Account: 905 - Chase - Checking

Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	6972896	03/16/2022		Preston Park Scoreboards		18,909.30
	04/08/2022	99678	Accounts Payable	Dave's Repair Service		425.04
Check	Invoice			Description		Amount
	33772DDG	03/04/2022		power supply/lups/freight/shipping		425.04
	04/08/2022	99679	Accounts Payable	Emergency Vehicle Specialists		1,124.33
Check	Invoice			Description		Amount
	13700	04/01/2022		Conversion of K-9 Unit to Patrol Vehicle		1,124.33
	04/08/2022	99680	Accounts Payable	Ferguson Enterprise, Inc. # 1423		97.87
Check	Invoice			Description		Amount
	9838025	03/22/2022		Airport Fuel Farm		97.87
	04/08/2022	99681	Accounts Payable	Formation Environmental, LLC		1,366.25
Check	Invoice			Description		Amount
	6884	03/18/2022		Groundwater Sustainability Plan 3/18/2022		878.75
	6721	12/21/2021		Groundwater Sustainability Plan 12/21/21		487.50
Check	Invoice			Description		Amount
	04/08/2022	99682	Accounts Payable	Gavilan Pest Control		520.00
	04/08/2022	99683	Accounts Payable	George T. Powell		1,200.00
Check	Invoice			Description		Amount
	0144155	02/28/2022		Preston Park/Squirrels		180.00
	0144762	03/31/2022		Preston Park/Squirrels		180.00
Check	Invoice			Description		Amount
	0144692	03/31/2022		Marina PU/Rodents		80.00
	0144092	02/28/2022		Marina PU/Rodents		80.00
Check	Invoice			Description		Amount
	04/08/2022	99684	Accounts Payable	Parking Rental Fees		1,200.00
	04/08/2022	99684	Accounts Payable	Harris & Associates		3,481.82
Check	Invoice			Description		Amount
	52005	03/30/2022		Pre construction imjin parkway widening project		3,481.82
	04/08/2022	99685	Accounts Payable	JAMS		476.00
Check	Invoice			Description		Amount
	04/08/2022	99685	Accounts Payable	JAMS		476.00
	04/08/2022	99685	Accounts Payable	JAMS		476.00

Marina, CA LIVE
AP Check Register 04-08-22
 Bank Account: 905 - Chase - Checking
 Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	6125918		03/31/2022	Mediation Fee for W.C. LLC vs. Marina - March 2022		476.00
	04/08/2022	99686	Accounts Payable	Kimley-Horn & Associates		6,511.15
	Invoice		Date	Description		Amount
Check	20960604		02/28/2022	Injin Parkway safety revision		489.33
	21022794		02/28/2022	2021 dev impact fee		6,021.82
	04/08/2022	99687	Accounts Payable	LC Action		709.85
	Invoice		Date	Description		Amount
Check	437235		03/31/2022	Weapon Lights		709.85
	04/08/2022	99688	Accounts Payable	Leticia Gonzales		250.00
	Invoice		Date	Description		Amount
Check	06-18-22 vd		03/30/2022	Rental Refund - Vince DiMaggio		250.00
	04/08/2022	99689	Accounts Payable	Marina Coast Water District		5,720.85
	Invoice		Date	Description		Amount
Check	000056061	031722	03/17/2022	Reservation Locke Paddon Park		78.77
	000056006	031722	03/17/2022	188 Seaside Circle		55.02
	000056094	031722	03/17/2022	2660 5TH AVE		421.94
	000056042	031722	03/17/2022	3040 Lake Drive		92.67
	000056045	031722	03/17/2022	3100 Preston Drive		3,995.31
	000056046	031722	03/17/2022	3100 Preston Drive		150.82
	000056028	031722	03/17/2022	California at Jerry Court		36.77
	000056090	031722	03/17/2022	Hilo Ave		27.26
	000056090	031722	03/17/2022	Locke Paddon Park		60.52
	000056088	031722	03/17/2022	Marina Back Flow		765.00
	012016000	031722	03/17/2022	199 A Paddon Place		36.77
	04/08/2022	99690	Accounts Payable	Mark's Mobile Locksmith		970.00
	Invoice		Date	Description		Amount
	41318_SAJ8068		02/22/2022	Door Repair		970.00
	04/08/2022	99691	Accounts Payable	Monterey Bay Systems		612.20
	Invoice		Date	Description		Amount
	421416		03/21/2022	CDD Copier Maintenance and Overage		612.20

Marina, CA LIVE

AP Check Register 04-08-22

Bank Account: 905 - Chase - Checking
Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/08/2022	99692	Accounts Payable	Monterey County Peace Officers Association		840.00
	Invoice		Date	Description		Amount
	2022018R		04/01/2022	Shooting Range 04/01/2022		840.00
Check	04/08/2022	99693	Accounts Payable	Monterey County Weekly		627.75
	Invoice		Date	Description		Amount
	206-090198-00002		03/17/2022	Classified ad Notice of Public Hearing		209.25
	204-090198-00002		03/17/2022	Classified ad Notice of Public Hearing		209.25
	205-090198-00002		03/17/2022	Classified ad Notice of Public Hearing		209.25
Check	04/08/2022	99694	Accounts Payable	Monterey Regional Waste Management District		63.00
	Invoice		Date	Description		Amount
	3450540		08/19/2021	all hands tree service reservation/hilo		36.54
	3469706		09/21/2021	reservation/hilo tree		26.46
Check	04/08/2022	99695	Accounts Payable	Natividad Medical Center		31.00
	Invoice		Date	Description		Amount
	03-25-22		03/25/2022	Blood Alcohol Cost 03/25/2022		31.00
Check	04/08/2022	99696	Accounts Payable	New Image Landscape Co.		2,140.00
	Invoice		Date	Description		Amount
	137089		02/28/2022	Maintenance feb 2022		2,140.00
Check	04/08/2022	99697	Accounts Payable	Nextel Communications - Sprint		380.81
	Invoice		Date	Description		Amount
	866147022-235		03/22/2022	Rec Dept Cell Phone Bills		380.81
Check	04/08/2022	99698	Accounts Payable	Office Depot		353.90
	Invoice		Date	Description		Amount
	233791642001		03/28/2022	Office Supplies		37.56
	237316939-1		04/01/2022	Office Supplies		119.69
	233455271-1		03/23/2022	Office Supplies		129.88
	233782227001		03/30/2022	Credit - Missing Item		(37.56)
	231998922001		03/22/2022	Planning supplies		59.64
	233980341001		03/23/2022	Planning invoices		2.82

Marina, CA LIVE

AP Check Register 04-08-22

Bank Account: 905 - Chase - Checking
Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	233975949001		03/23/2022	Planning Invoices		17.93
	231998922002		03/17/2022	Planning Invoices		5.38
	233980342001		03/23/2022	Planning Invoices		18.56
	04/08/2022	99699	Accounts Payable	Pacific Gas & Electric		10,057.68
	Invoice		Date	Description		Amount
Check	313-6-MAR22		03/28/2022	PG&E 6793435313-6		10,057.68
	04/08/2022	99700	Accounts Payable	Pure H2O		202.08
	Invoice		Date	Description		Amount
	16823		04/01/2022	Water Cooler Service Police & Fire 04/01/22		202.08
Check	04/08/2022	99701	Accounts Payable	Quill Corporation		518.93
	Invoice		Date	Description		Amount
	24004285		03/24/2022	Investigations		108.12
	23964796		03/22/2022	Records		94.30
	24059333		03/25/2022	Chief printer		56.80
	24059485		03/25/2022	Patrol		217.34
	24035084		03/25/2022	Records		16.38
	24053250		03/25/2022	Records		25.99
Check	04/08/2022	99702	Accounts Payable	Quinn Power Systems		49.45
	Invoice		Date	Description		Amount
	FINA0305083		04/01/2021	airport finance 040121		49.45
	04/08/2022	99703	Accounts Payable	Shea Homes		25,083.62
	Invoice		Date	Description		Amount
	015640080 100120		10/01/2020	irrigation 9th street west of 2nd		840.36
	015640080 103020		10/30/2020	irrigation 9th street west of 2nd		610.59
	015640080 113020		11/30/2020	irrigation 9th street west of 2nd		158.41
	015640080 123120		12/31/2020	irrigation 9th street west of 2nd		158.41
	015640080 012921		01/29/2021	irrigation 9th street west of 2nd		164.61
	015640080 022621		02/26/2021	irrigation 9th street west of 2nd		164.61
	015640080 033121		03/31/2021	irrigation 9th street west of 2nd		209.61
	015640080 043021		04/30/2021	irrigation 9th street west of 2nd		164.61
	015640080 053121		05/31/2021	irrigation 9th street west of 2nd		164.61

Marina, CA LIVE

AP Check Register 04-08-22

Bank Account: 905 - Chase - Checking
Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	015640080	063021	06/30/2021	irrigation 9th street west of 2nd		164.61
	015640080	073021	07/30/2021	irrigation 9th street west of 2nd		164.61
	015640080	083121	08/31/2021	irrigation 9th street west of 2nd		333.77
	015640080	083120	08/31/2020	irrigation 9th street west of 2nd		576.55
	015640080	093021	09/30/2021	irrigation 9th street west of 2nd		10,199.21
	015640206	083120	08/31/2020	9th street parcels l&m		661.65
	015640206	100120	10/01/2020	9th street parcels l&m		806.32
	015640206	100120	10/01/2020	9th street parcels l&m		721.22
	015640206	113020	11/30/2020	9th street parcels l&m		627.61
	015640206	123120	12/31/2020	9th street parcels l&m		874.40
	015640206	012921	01/29/2021	9th street parcels l&m		660.85
	015640206	022621	02/26/2021	9th street parcels l&m		828.81
	015640206	033121	03/31/2021	9th street parcels l&m		864.17
	015640206	043021	04/30/2021	9th street parcels l&m		881.85
	015640206	053121	05/31/2021	9th street parcels l&m		740.41
	015640206	063021	06/30/2021	9th street parcels l&m		864.17
	015640206	073021	07/30/2021	9th street parcels l&m		908.37
	015640206	083121	08/31/2021	9th street parcels l&m		749.25
	015640206	090121	09/01/2021	9th street parcels l&m		819.97
Check	04/08/2022	99704	Accounts Payable	SpeakWrite		560.13
Check	6c2bd387		04/01/2022	Transcription 04/01/2022		Amount
	04/08/2022	99705	Accounts Payable	Suburban Propane		560.13
Check				Description		1,022.33
	1602-105308		03/01/2022	propane 3/1/22		Amount
Check	04/08/2022	99706	Accounts Payable	Taygeta Scientific, Inc.		1,022.33
				Description		2,475.80
Check	000423-R-0040		04/01/2022	Network Defense/Apr22		Amount
	000708-R-0013		04/01/2022	Barracuda Spam Firewall - April 2022		2,000.00
	04/08/2022	99707	Accounts Payable	TechRx Technology Services		475.80
				Description		37,546.17
Check	10012		04/01/2022	Veeam Virtual Backup Monthly Subscription - April 2022		Amount
						380.00

AP Check Register 04-08-22

Bank Account: 905 - Chase - Checking

Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10007		04/01/2022	Ninite Monthly Subscription - April 2022		112.50
	10032		03/31/2022	IT Support - March 2022		8,160.00
	9987		04/01/2022	Microsoft Windows Server 2019 Standard License Software		3,695.13
	9988		03/10/2022	Veeam Server - Dell Poweredge Backup Server		23,851.70
	9925		03/01/2022	isp display with usb		959.00
	9994		03/31/2022	bluebeam revu extreme end user license		387.84
Check	04/08/2022	99708	Accounts Payable	U.S. Bank Equipment Finance		1,243.07
	Invoice		Date	Description		Amount
Check	468452636		03/25/2022	Contract 03/25/2022		1,243.07
	04/08/2022	99709	Accounts Payable	United Site Services		260.13
Check	Invoice		Date	Description		Amount
	114-12961870		03/25/2022	Windyhill Park ADA 3/25/2022		260.13
Check	04/08/2022	99710	Accounts Payable	Verde Design, Inc.		630.00
	Invoice		Date	Description		Amount
Check	03-07-22		03/07/2022	pump, track restroom improvements 012622-022522		450.00
	03-31-22		03/31/2022	Glorya Jean Tate Park Restrooms 022622-032522		180.00
	04/08/2022	99711	Accounts Payable	Wald, Ruhnke & Dost Architects, LLP		860.00
	Invoice		Date	Description		Amount
	2124901		02/28/2022	Visual Arts Building 2/1/22-2/28/22		860.00
	04/08/2022	99712	Accounts Payable	Wallace Group, Inc.		43,363.70
Check	Invoice		Date	Description		Amount
	54678		11/10/2021	Annual resurfacing phase II 9/30/2021		8,022.25
	55300		01/14/2022	Sea Haven City Park 12/31/2021		15,264.16
	55448		01/21/2022	Glorya Jean Tate Park Restrooms 12/31/2021		754.25
	55685		02/21/2022	Sea Haven City Park 2/21/2022		2,249.60
	55686		02/21/2022	MLK Sculpture Outreach concept design		2,397.13
	55821		04/01/2022	restroom accessibility update		187.00
	55810		04/01/2022	sea haven city park 2/28/22		665.24
	54300		09/23/2021	Stockade Demolition		2,987.50
	55885		04/05/2022	hayes circle two lot transfer		1,900.50
	55822		04/01/2022	Airport B533 Exterior		8,936.07

Marina, CA LIVE
AP Check Register 04-08-22
 Bank Account: 905 - Chase - Checking
 Batch Date: 04/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/08/2022	99713	Accounts Payable	Z.A.P. Manufacturing		393.97
	Invoice		Date	Description		Amount
	6405		02/14/2022	die cut letters and delivery		393.97
Check	04/08/2022	99714	Accounts Payable	Marina Employees Association		135.00
	Invoice		Date	Description		Amount
	04-01-22		04/01/2022	24 - MEA Dues		135.00
Check	04/08/2022	99715	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	Invoice		Date	Description		Amount
	04-01-22		04/01/2022	35 - MPFFA Dues		300.00
Check	04/08/2022	99716	Accounts Payable	Premier Access Insurance		6,207.90
	Invoice		Date	Description		Amount
	04-01-22		04/01/2022	101 - Dental EE+1*		5,199.85
	04-01-22.		04/01/2022	Dental Claim (04/2022)		1,008.05
Check	04/08/2022	99717	Accounts Payable	Vision Service Plan		2,075.71
	Invoice		Date	Description		Amount
	04-01-22		04/01/2022	103 - Vision EE*		1,768.55
	04-01-22.		04/01/2022	VSP Adjustment (04/2022)		307.16
EFT	04/08/2022	2192	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice		Date	Description		Amount
	04-01-22		04/01/2022	23 - MPOA Dues		250.00
EFT	04/08/2022	2193	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice		Date	Description		Amount
	04-01-22		04/01/2022	25 - POA Dues		1,350.00
905 Chase - Checking Totals:						\$185,653.56

Transactions: 54

Checks: 52 \$184,053.56
 EFTs: 2 \$1,600.00

Marina, CA LIVE

AP Check Register 04-15-22

Bank Account: 905 - Chase - Checking
Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	04/15/2022	99718	Accounts Payable	2NDNATURE Software Inc.		11,300.81
	Invoice		Date	Description		Amount
	18-823-10		02/27/2022	Marina retention ponds		11,300.81
Check	04/15/2022	99719	Accounts Payable	A&B Fire Protection and Safety, Inc.		295.79
	Invoice		Date	Description		Amount
	333846		03/02/2022	B529_Restaurant Bldg. - Service Fire Extinguishers		295.79
Check	04/15/2022	99720	Accounts Payable	A-1 Sweeping Service		2,337.50
	Invoice		Date	Description		Amount
	March 2022		03/31/2022	Airport Sweeping Service		2,337.50
Check	04/15/2022	99721	Accounts Payable	Ace Hardware		67.67
	Invoice		Date	Description		Amount
	081397		03/04/2022	spray		8.73
	081449		03/11/2022	tape		58.94
Check	04/15/2022	99722	Accounts Payable	Ace Hardware		412.09
	Invoice		Date	Description		Amount
	081646		04/04/2022	Misc. Maintenance Equipment for Fuel Farm		1.96
	081651		04/05/2022	fasteners		14.38
	081523		03/18/2022	preston park score board		72.37
	081590		03/28/2022	032822		32.73
	081595		03/29/2022	preston park score board		84.04
	081553		03/23/2022	PARK SIGNS		43.85
	081561		03/24/2022	PARK SIGNS		54.16
	081596		03/29/2022	PARK SIGNS		38.30
	081535		03/21/2022	PARK SIGNS		70.30
Check	04/15/2022	99723	Accounts Payable	Allstar Fire Equipment Inc.		62.44
	Invoice		Date	Description		Amount
	238630		03/24/2022	Leather Shield for Div Chief Vega helmet		62.44
Check	04/15/2022	99724	Accounts Payable	American Supply Co.		2,004.60
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 04-15-22

Bank Account: 905 - Chase - Checking

Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2963225	04/04/2022		Airport Janitorial Supplies		404.85
	0167622	03/31/2022		janitorial supplies		1,449.31
	0166916	03/02/2022		janitorial supplies		150.44
Check	04/15/2022	99725	Accounts Payable	Aramark Uniform Service		91.07
	Invoice		Date	Description		Amount
	511000250632	04/06/2022		UNIFORMS		91.07
Check	04/15/2022	99726	Accounts Payable	ARC Document Solutions		282.96
	Invoice		Date	Description		Amount
	2556135	03/15/2022		ARC March 2022		282.96
Check	04/15/2022	99727	Accounts Payable	AT & T		160.57
	Invoice		Date	Description		Amount
	03-27-22	03/27/2022		Phone Service 03/27/2022		160.57
Check	04/15/2022	99728	Accounts Payable	AT & T		111.55
	Invoice		Date	Description		Amount
	0017964666	03/28/2022		Phone Service for Fire Alarm System_B524		43.44
Check	000017964667	03/28/2022		Phone Service for Fire Alarm System_B533		43.44
	000017964672	03/28/2022		Phone Service for AWOS		24.67
	04/15/2022	99729	Accounts Payable	Avaya, Inc.		12.49
Check	Invoice		Date	Description		Amount
	2734554184	04/03/2022		Hardware 04/03/2022		12.49
	04/15/2022	99730	Accounts Payable	Branch's Janitorial		2,275.00
Check	Invoice		Date	Description		Amount
	228371	04/01/2022		pressure wash exterior building		2,275.00
	04/15/2022	99731	Accounts Payable	Carmel Fire Protection Associates		600.00
Check	Invoice		Date	Description		Amount
	122123	04/02/2022		Plan review and inspection for Joby Paint Booth 24 Mod,		200.00
	122109	03/19/2022		Plan review and inspection for Target TI		200.00
Check	122108	03/19/2022		Plan review and inspection at Target TI Sprinkler Phase 2		200.00
	04/15/2022	99732	Accounts Payable	Cheryl Kent		900.00

Marina, CA LIVE
AP Check Register 04-15-22
 Bank Account: 905 - Chase - Checking
 Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	2022-40			Code enforcement investigations		900.00
	04/15/2022	99733	Accounts Payable	Commercial Environment Landscape		2,900.00
Check	Invoice			Description		Amount
	2796-0322			Airport Landscape Services_Mar. 22		2,900.00
	04/15/2022	99734	Accounts Payable	Consolidated Electrical Distributors, Inc.		269.16
Check	Invoice			Description		Amount
	4914-1013285			preston park score board		269.16
	04/15/2022	99735	Accounts Payable	CSG Consultants		210,601.50
	Invoice			Description		Amount
	43031			Seabreeze Services		495.00
	43032			Monterey Bay Estates		825.00
	43033			Cypress Cove II		1,779.00
	43034			APR1801 Annual St Resurfacing		552.00
	43035			Imjin Widening		1,320.00
	43036			cip admin		185.00
	43037			2nd ave extension		165.00
	43038			local roadway safety plan		577.50
	43039			PFIF Update		1,650.00
	43041			Staff Augmentation		2,660.00
	43042			RWQCB		165.00
	43043			TAMC		1,485.00
	43044			Sea Haven Phase 3 Map/Plan Review		4,042.50
	43045			Sea Haven Phase 3a inspection		5,805.00
	43046			Sea Haven Phase 5A Inspection		129.00
	43047			Dunes phase 2 east		9,780.00
	43048			Dunes phase 2 west		2,060.00
	43049			Dunes Op site 1A		165.00
	43050			Dunes Phase 3 West		330.00
	43051			Sea Haven Inspection Phase 3B		2,322.00
	43052			SEA HAVEN PHASE 4 MAP/PLAN REVIEW		1,155.00
	43053			seacrest apartments 3108 seacrest ave		1,398.00

Marina, CA LIVE
AP Check Register 04-15-22
 Bank Account: 905 - Chase - Checking
 Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	43055		04/08/2022	Via Del Mar Subdivision 3320 Abdy Way		645.00
	43056		04/08/2022	Sea Haven Phase 4 Rough grading		6,063.00
	43057		04/08/2022	HOME2 SUITES BY HILTON		4,809.00
	43040		04/08/2022	Permits/Development		19,161.00
	43054		04/08/2022	dunes phase 1b promenade		22,435.00
	41954		02/11/2022	Cypress Cove II		588.00
	41955		02/11/2022	annual st resurfacing		2,145.00
	41957		02/11/2022	local roadway safety plan		660.00
	41958		02/11/2022	duplex housing renovation		165.00
	41959		02/11/2022	Sea Haven Phase 3 Map/Plan Review		1,650.00
	41960		02/11/2022	beach townhome apartments		772.50
	41961		02/11/2022	Sea Haven Phase 3a inspection		3,333.00
	41962		02/11/2022	sea haven phase 5a inspection		774.00
	41964		02/11/2022	Dunes Op site 1A		495.00
	41965		02/11/2022	dunes phase 3 east		1,942.50
	41966		02/11/2022	DUNES PHASE 3 WEST		4,610.00
	41967		02/11/2022	hampton im 120 reservation road		258.00
	41968		02/11/2022	Sea Haven Inspection Phase 3B		6,579.00
	41969		02/11/2022	SEA HAVEN PHASE 4 MAP/PLAN REVIEW		9,130.00
	41970		02/11/2022	seacrest apartments 3108 seacrest ave		1,068.00
	41971		02/11/2022	dunes phase 1b promenade		825.00
	41972		02/11/2022	Sea Haven Phase 4 Rough grading		5,160.00
	41963		02/11/2022	dunes phase 2 east		13,219.50
	42065		02/14/2022	rwqcb		660.00
	42066		02/14/2022	fema		165.00
	42067		02/14/2022	tamc		2,927.50
	42064		02/14/2022	Staff Augmentation		4,755.00
	42063		02/14/2022	permits/development		21,436.50
	42476		03/11/2022	Cypress Cove II		2,130.00
	42477		03/11/2022	annual st resurfacing		2,466.00
	42478		03/11/2022	Imjin Widening (#401)		990.00
	42479		03/11/2022	cip admin (#100)		990.00
	42480		03/11/2022	2nd ave extension (#713)		165.00
	42481		03/11/2022	duplex housing renovation		330.00
	42482		03/11/2022	PFIF Update		660.00

Marina, CA LIVE

AP Check Register 04-15-22

Bank Account: 905 - Chase - Checking

Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	42485		03/11/2022	Glorya Jean Tate Park		1,320.00
	42486		03/11/2022	Staff Augmentation		4,225.00
	42487		03/11/2022	MST		165.00
	42488		03/11/2022	FEMA		165.00
	42489		03/11/2022	TAMC		2,020.00
	42490		03/11/2022	MARINA HEIGHTS INSPECTION		165.00
	42491		03/11/2022	beach townhome apartments		92.50
	42492		03/11/2022	SEA HAVEN PHASE 3A IN		2,229.00
	42484		03/11/2022	Sea Haven Phase 5A Inspection		1,161.00
				Permits/Development		15,851.50
Check	04/15/2022	99736	Accounts Payable	Dell Computers - c/o Dell USA LP		1,072.79
Check	Invoice		Date	Description		Amount
	04062022		04/06/2022	Server Warranty		463.07
	PO2112022		02/11/2022	Server Warranty		609.72
	04/15/2022	99737	Accounts Payable	Emergency Vehicle Specialists		420.00
	Invoice		Date	Description		Amount
	13569		02/28/2022	Emergency Equipment Repair/Service		420.00
	04/15/2022	99738	Accounts Payable	Fastenal Company		522.56
	Invoice		Date	Description		Amount
	CASAL150981		03/22/2022	CHAINS AW		522.56
	04/15/2022	99739	Accounts Payable	Ferguson Enterprise, Inc. # 1423		202.32
Check	Invoice		Date	Description		Amount
	9794090		03/04/2022	SPUD WASHER		1.51
	9806515		03/07/2022	GFP 111 ROYAL		200.81
	04/15/2022	99740	Accounts Payable	Graniterock/Pavex Construction		884.93
	Invoice		Date	Description		Amount
	1361419		03/26/2022	cold mix		884.93
	04/15/2022	99741	Accounts Payable	Harris & Associates		14,477.04
	Invoice		Date	Description		Amount
	51962		03/22/2022	Injin Parkway improvement Plan 013022-022622		14,477.04

Marina, CA LIVE
AP Check Register 04-15-22
 Bank Account: 905 - Chase - Checking
 Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/15/2022	99742	Accounts Payable	Home Depot Credit Service		586.98
	Invoice		Date	Description		Amount
	7380029		10/22/2021	Replacement Exterior Lights_B519 Vault Bldg.		183.41
	03-28-22		03/28/2022	LUMBER PARK SIGNS		71.52
	03-31-22		03/31/2022	presion park score board		332.05
Check	04/15/2022	99743	Accounts Payable	Interstate Battery		142.97
	Invoice		Date	Description		Amount
	120120302		03/23/2022	mtp-65HD		142.97
Check	04/15/2022	99744	Accounts Payable	Kimley-Horn & Associates		33,215.73
	Invoice		Date	Description		Amount
	097789008-0122		01/31/2022	Injin Parkway widening project		20,548.67
	21022837		02/28/2022	Marina LRSP		12,667.06
Check	04/15/2022	99745	Accounts Payable	Language Line, LLC		56.27
	Invoice		Date	Description		Amount
	10482471		03/31/2022	Transcription 03/31/2022		56.27
Check	04/15/2022	99746	Accounts Payable	Mandell Municipal Counseling		232.00
	Invoice		Date	Description		Amount
	04-01-22		04/01/2022	Revenue Services - Cypress Cove II		232.00
Check	04/15/2022	99747	Accounts Payable	Marina Coast Water District		201.13
	Invoice		Date	Description		Amount
	014874000 033122		03/31/2022	Utilities 03/31/2022		201.13
Check	04/15/2022	99748	Accounts Payable	Marina Plumbing		172.50
	Invoice		Date	Description		Amount
	51540		03/25/2022	Check/Service Sewage Pump System_B554 Box Hangar Bldg.		172.50
Check	04/15/2022	99749	Accounts Payable	Maynard Group Inc.		655.17
	Invoice		Date	Description		Amount
	IN2025830		04/01/2022	Phone Service 04/01/2022		655.17
Check	04/15/2022	99750	Accounts Payable	Saber Messhenas		375.00
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 04-15-22

Bank Account: 905 - Chase - Checking
Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	1351757			PE Civil Transportation exam resigistration		375.00
	04/15/2022	99751	Accounts Payable	Microsoft		1,719.37
	Invoice		Date	Description		Amount
	E07000FA2D		04/11/2022	Citywide MS Office 365 - April 2022		5.00
	E07000F728		04/11/2022	Citywide MS Office 365 - April 2022		48.00
	E07000F2NF		04/11/2022	Citywide MS Office 365 - April 2022		48.00
	E07000FA2E		04/11/2022	Citywide MS Office 365 - April 2022		72.00
	E07000F20M		04/11/2022	Citywide MS Office 365 - April 2022		315.32
Check	E07000FA2F		04/11/2022	Citywide MS Office 365 - April 2022		1,231.05
	04/15/2022	99752	Accounts Payable	Monterey Bay Office Products		380.20
	Invoice		Date	Description		Amount
	469127229		04/01/2022	City Hall Copier Lease Payment - April 2022		380.20
	04/15/2022	99753	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		13,411.70
	Invoice		Date	Description		Amount
	28888A-IN		03/18/2022	City Wide Fuel		7,227.42
	28962A-IN		04/05/2022	City Wide Fuel		6,184.28
Check	04/15/2022	99754	Accounts Payable	Monterey One Water		894.70
	Invoice		Date	Description		Amount
	12-000009 033122		03/31/2022	208 Palm Ave 030122-043022		161.20
	13-000183 033122		03/31/2022	4th Ave Dy Dr		241.80
	13-000325 033122		03/31/2022	2800 2nd Ave		40.30
	13-000143 033122		03/31/2022	3220 Imjin Rd		24.20
	12-003949 033122		03/31/2022	209 Cypress Ave		80.60
	12-003245 033122		03/31/2022	3254 Abdy Way		40.30
Check	12-003451 033122		03/31/2022	0 Seaside Ave & Reservation Rd		40.30
	12-001708 033122		03/31/2022	304 Hillcrest Ave		40.30
	13-000152 03312		03/31/2022	741 Neeson Rd 527		24.20
	12-000192 033122		03/31/2022	3200 Del Monte Blvd		40.30
	12-001627 033122		03/31/2022	211 Hillcrest Ave		161.20
	04/15/2022	99755	Accounts Payable	Monterey Regional Waste Management District		18,264.81
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 04-15-22

Bank Account: 905 - Chase - Checking

Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03-SB13832122	03/29/2022		billing for 50% of FY 2021-2022		17,761.00
	3552781	02/18/2022		Fire Station Tree Removal - Load 1		41.16
	3552824	02/18/2022		Fire Station Tree Removal - Load 2		202.35
	3552765	02/18/2022		Removal of Junk Items from Airport Shop		51.24
	3552879	02/18/2022		Fire Station Tree Removal - Load 3		36.96
	3552947	02/18/2022		Fire Station Tree Removal - Load 4		112.10
	3573367	03/25/2022		REFRIGERATOR		60.00
Check	04/15/2022	99756	Accounts Payable	Monterey Signs, Inc.		234.89
	Invoice		Date	Description		Amount
Check	20599	02/14/2022		Marina high softball sign		234.89
	04/15/2022	99757	Accounts Payable	Motorola Solutions, Inc.		1,500.00
	Invoice		Date	Description		Amount
Check	8230357664	02/12/2022		Crime Reports Subscription Mar-2022 to Mar-2023		1,500.00
	04/15/2022	99758	Accounts Payable	My Chevrolet		621.54
	Invoice		Date	Description		Amount
Check	CVC-S245227	03/29/2022		17 CHEVY CAPRICE POLICE		521.75
	CVC-S244316	02/25/2022		18 CHEVY TRUCK COLORADO		99.79
	04/15/2022	99759	Accounts Payable	NAPA Auto Parts		315.07
	Invoice		Date	Description		Amount
Check	4006-897833	03/24/2022		alternator		315.07
	04/15/2022	99760	Accounts Payable	New Image Landscape Co.		2,140.00
	Invoice		Date	Description		Amount
Check	137437	03/31/2022		landscape maintenance for march 2022		2,140.00
	04/15/2022	99761	Accounts Payable	Robert R. Wellington		495.00
	Invoice		Date	Description		Amount
Check	26119	03/22/2022		Joby Aero Inc_ February 2022		234.00
	26115	03/22/2022		Marina Municipal Airport Matters_ February 2022		261.00
	04/15/2022	99762	Accounts Payable	Ryan Ranch Printers		455.21
	Invoice		Date	Description		Amount

Marina, CA LIVE

AP Check Register 04-15-22

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Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	22945		04/05/2022	City Letterhead - 2500 Sheet		455.21
	04/15/2022	99763	Accounts Payable	Salinas Valley Pro Squad		1,024.61
	Invoice		Date	Description		Amount
	320129		03/22/2022	Police Uniforms and Equipment		589.91
Check	319753		03/17/2022	Police Uniforms and Equipment		212.98
	319789		03/05/2022	Police Uniforms and Equipment		221.72
	04/15/2022	99764	Accounts Payable	Taygeta Scientific, Inc.		317.01
	Invoice		Date	Description		Amount
Check	000853		04/05/2022	Quarterly PD NAS Support & Data - Q1 2022		317.01
	04/15/2022	99765	Accounts Payable	TechRx Technology Services		3,193.11
	Invoice		Date	Description		Amount
	9996		03/31/2022	GPS USB		98.33
Check	9981		03/02/2022	Replacement Laptop/Desktop for Airport Services Mgr.		2,426.65
	9995		03/21/2022	cellular camera		668.13
	04/15/2022	99766	Accounts Payable	Thermo Scientific Portable Analytical Instruments		37,036.84
	Invoice		Date	Description		Amount
Check	4052022		04/05/2022	TruNarc		37,036.84
	04/15/2022	99767	Accounts Payable	U.S. Bank Equipment Finance		216.32
	Invoice		Date	Description		Amount
	468776083		03/29/2022	CDD Copier Lease - April 2022		216.32
Check	04/15/2022	99768	Accounts Payable	Verde Design, Inc.		857.50
	Invoice		Date	Description		Amount
	05-05-21		05/05/2021	Glorya Jean Tate Park Restrooms 032621-042521		857.50
	04/15/2022	99769	Accounts Payable	Verizon Wireless		366.32
Check	Invoice		Date	Description		Amount
	9902688108		03/25/2022	FD Mobile Charges - Feb 26 - March 25, 2022		366.32
	04/15/2022	99770	Accounts Payable	Wallace Group, Inc.		19,801.00
	Invoice		Date	Description		Amount

User: Monika Collier

Pages: 9 of 10

4/14/2022 9:56:28 AM

Marina, CA LIVE

AP Check Register 04-15-22

Bank Account: 905 - Chase - Checking
Batch Date: 04/15/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	55467			Blight Removal 12/31/2021		19,801.00
	04/15/2022	99771	Accounts Payable	Ward Diesel Filter Systems		11,212.85
	Invoice		Date	Description		Amount
EFT	6207			Remove & install No smoke diesel exhaust for 2021 Rosenbauer		11,212.85
	04/15/2022	2215	Accounts Payable	Enterprise FM Trust	1010000019 / 208022067	21,542.30
	Invoice		Date	Description		Amount
EFT	FBN441445			Lease Payment / Apr22		21,542.30
	04/15/2022	2216	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,420.00
	Invoice		Date	Description		Amount
	22-07		04/08/2022	Services 03-28/04-07-22		3,420.00
905 Chase - Checking Totals:						\$427,322.94

Transactions: 56

Checks: 54 \$402,360.64
EFTs: 2 \$24,962.30



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
April 19, 2022

MINUTES

Tuesday, April 5, 2022

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 accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-34, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of April 30, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). 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/>

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: Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, 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. Property Negotiations
 - i. Property: Storage 210 8Th Street, Marina, CA 93933
Negotiating Party: Joby Aero, Inc
Property Negotiator: City Manager
Terms: Price and Terms

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

Robert Rathie, Legal Counsel reported out Closed Session: Council met in Closed Session with regard to the one item listed under Real Property Negotiations, Council received information, provided direction to its negotiator and no reportable action was taken.

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
 5. SPECIAL PRESENTATIONS:
 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.*
- Mike Owen – Asked if city manager could provide any more information about the plans to bring the committees and commissions back to life. Commented on the trees that were removed recently by Shea Homes. What are the plans to holding Shea accountable? Submitted information about the trees that were removed and wanted to know if the city could verify that he was accurate.
 - Liesbeth Visscher – Commented on the recent removal of trees by Shea without approval in Phase 3 which was to go before the Planning Commission on April 14th. Asked to postpone any new tree removal permit requests until the developer has explained what went wrong. Asked about reinstating the Tree Committee. Asked if residents will have a chance to legally visit the area to document existing trees? What is the penalty for illegal tree removal? Will warranties be put in agreements?
 - Grace Silva-Santella – Commented on the search efforts to locate the missing child, thanked the gentleman who found the girl. Commented on the removal of the trees without respecting the public process, not permits and not the first time this happened. Tree removal for Phase 3 should be postponed until an arborist report has been made public. Commented on the United Nations Panel on Climate Change report.
 - Mariah – Asked how CSUMB East Campus household can receive the food bin/composting buckets.
 - Tina Walsh – Agrees with previous speakers related to the tree removal by Shea Homes. Supports postponing Phase 3 tree removal requests until Phase 2 is completed. Noted that there were no residents in this area in 2005 when the development was proposed. Believe the current residents should have a say in the tree removal process.

- Tommy Bolea – Commented on the need to save as many trees as possible and Cypress Knolls has a lot of trees. Commented on poor cell phone coverage in Marina. Commented on the ongoing increase in gas. Commented that police card should have mounted cameras on their license plates.
- Mike Kennedy – Agrees with previous speakers relating to the trees. Questioned the reduction of the Greenbelt for the Shea Development. Asked what did the Marina get out of the reduction?
- Liz Billingsley – Agree with everybody that spoke, no cutting down the trees that gives us oxygen. Developers can build around the trees as done in other places.
- Brian McCarthy – Commented on bringing the commissions and boards back online. Noted other cities brought theirs online within weeks of the pandemic. How have we benefited by essentially disbanding these bodies? What does Staff look like today?
- Council Member Medina Dirksen – Asked about the Rec. Commission and special events such as the Labor Day Parade. Asked for update on who will oversee the Recreation while we search for a director. Announced that on May 21, 2022 from 11:30am-2:00pm will be a Celebration of Life for Terry Siegrist at Vince DiMaggio Park. Announced she attended a 3-day Policymaker conference in Yosemite. Spoke about new scoreboards at some pf the ballfields
- Mayor Delgado – Announced Marina Earth Day on Saturday, April 23, 2022 from 9:00am-1:00pm at Locke Paddon Park just outside the front doors of the Marina Library. Thanked the volunteers that came out to Preston Park and Los Arboles Sports Complex to help clean up the parks prior to opening day. Thanked everyone who participated in searching for the missing child who was found around midnight. This Saturday from 10 am until 1230 we'll have our once-a-month community cleanup corner of Lapis Road and Del Monte Boulevard 10:00am.
- Mayor Pro-Tem Biala – Announced May is Asian Pacific Islander Month and on May 14th is the walk of remembrance in Pacific Grove.

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 99523-99665, totaling \$798,552.40
- Accounts Payable for Successor Agency Check Number 83, totaling \$5,436.20

b. MINUTES:

- (1) March 15, 2022, Regular City Council Meeting
- (2) March 22, 2022, Special City Council Meeting

c. CLAIMS AGAINST THE CITY:

- (1) City Council Rejection of Claim - staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Brook Barclift for a claim received on February 9, 2022.

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS: None

g. APPROVAL OF AGREEMENTS: None

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. INTRODUCE ORDINANCE (READ BY TITLE ONLY AND WAIVE FURTHER READING):

- (1) Ordinance 2022-xx, an Ordinance of the City Council of the City of Marina, adopting a Military Equipment Policy and Adding Chapter 9.26 to Title 9 “Public Peace, Morals and Welfare” of the Marina Municipal Code to Adopt a Military Equipment Use Ordinance. [Introduction of the Ordinance to follow Item 9.a., Presentation on AB 481 Compliance and a Public Hearing.]

m. APPROVE APPOINTMENTS: None

Mayor Delgado pulled agenda item 8l(1)

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

9. PUBLIC HEARINGS:

- a. City Council to consider: (1) receiving a presentation on Marina Police Department compliance with AB 481, adding Section 7070 et seq. to the CA Government Code regarding funding, acquisition, and use of military equipment; and (2) opening a public hearing and receive public comment concerning amending Title 9 of the Marina Municipal Code adding Section 9.26 “Military Equipment Use Ordinance.”

Chief Tina Nieto provided a presentation on AB481, which included a list of all equipment used by the Marina Police Department –

Council Questions: It was said that cities are required to list all of the military commit that we have is that list, public or accessible to the public? Will it be posted on the website? Understanding that the policy behind this is probably having more along lines to do with the addressing the militarization of our police departments, what occurs, and is there any what occurs when other jurisdictions may come in and use these types of devices? Is there a need to have any kind of agreements with other organizations to know what they have and what they might bring to the table? With the Bearcat being in our name on title, is there a certain kind of liability that comes with that? When is it balance for what a city of our size and our experience? What are the necessary to types of equipment given that

we can afford it? So when can we understand the balance between what we need, what we can afford and where it might be going over, maybe into an excess for fears of needing, more not actually based on what we actually might, need by some kind of standard? What would occur if you decided to use something we don't currently have, or if you're a successor in the future, decided to use something we don't currently have doesn't need to be come back to council before it's added to our arsenal? What type of training have the officer receive in terms of de-escalation, deconfliction, and other methodologies that you've used to make sure that the use of deadly force?

Mayor opened the public hearing for public comments:

- Liz Billingsley – Presentation was very educational and allowed the public to see what equipment our police department uses.
- Brian McCarthy – Commented on a 2014 event when militarization of Peninsula police departments kind of became controversial. Supports the presentation. AB481 was written when a lot of peaceful protests happened, and the use of military equipment was being deployed. Concerned about how this will all play out in the future. What are the stipulations of how on the use of the equipment by mutual aid?
- Jeffrey Markham – Appreciates the presentation by Chief Nieto and happy that the future equipment purchases will go through the city council. Asked if more information could be provided on exigent circumstances.
- Tommy Bolea – Asked if the Marina Police Department currently has this equipment in it's possession? Agrees to proper training on the use of all equipment. Need to make sure maintenance costs are put into future budgets.
- Nancy Amadeo – Asked staff if the equipment is loaned out to another agency does our staff who operates that particular equipment go with it? What kind of agreement is in place to ensure that the equipment is used properly?
- Denise Turley – Thanked Chief Nieto for the detailed presentation but concerned about giving too much of their tactics away, could be dangerous to officers.

Mayor Delgado closed the public hearing

BIALA/BERKLEY: COUNCIL APPROVES THE INTRODUCTION OF AN ORDINANCE ADOPTING A MILITARY EQUIPMENT POLICY AND ADDING CHAPTER 9.26 TO TITLE 9 “PUBLIC PEACE, MORALS AND WELFARE” OF THE MARINA MUNICIPAL CODE TO ADOPT A MILITARY EQUIPMENT USE ORDINANCE. 5-0-0-0 Motion Passes by Roll Call Vote

- b. City Council open public hearing, take testimony from the public and consider adopting **Resolution No. 2022-45**, confirming diagram, assessment and ordering levy of \$180.78 for FY 2022-23 assessment for Cypress Cove II Landscape Maintenance Assessment District; and authorize City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2022.

Council Questions: Would it be expensive to replace the trees and shrubs that we lost? Can we hold the contractors, or whoever pretty much decimated the trees liable? Can we, or do we have a policy for anybody who comes into our town and decides to cut trees on our behalf that they must follow? As far as engaging neighborhoods, do you not believe maybe homeowners association to explore the 218 options?

Mayor Delgado opened the public hearing

- Nancy Amadeo – Commented on the Landscaping Lighting Act of 1970 and a requirement that the improvements that were required at the time be maintained. Acacia trees are gone and haven't been replaced along Abdy, Cardoza and along Beach. Commented that AT&T come and trim off the top and leave the trees unbalanced. Worried about the trees behind her home coming down due to high winds and the wight of the trees. Noted that the assessment district only has trees left and no plants. Nothing is being maintained and residents shouldn't suffer the consequences.
- Dan Amadeo – Commented on the Prop 218 process. Asked if the assessment is sufficient then why is the property in the condition its in now? Commented on the trees and lack of proper maintenance. Asked councilmembers to come and walk along Abdy Way to see the trees and see that they need to be thinned out and pruned. City facing potential liabilities.

DELGADO/BERKLEY: TO APPROVE RESOLUTION NO. 2022-45, CONFIRMING DIAGRAM, ASSESSMENT AND ORDERING LEVY OF \$180.78 FOR FY 2022-23 ASSESSMENT FOR CYPRESS COVE II LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; AND AUTHORIZE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2022. 5-0-0-0 Motion Passes by Roll Call Vote

- c. City Council open public hearing, take testimony from the public and consider adopting **Resolution No. 2022-46**, confirming diagram, assessment and ordering levy of \$182.42 for FY 2022-23 assessment for Seabreeze Landscape Maintenance Assessment District; and authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2022.

Council Questions: Did you go through the same process to get homeowners to come to a meeting for goals, assessment or not on this one?

Mayor Delgado opened the public hearing

- Tommy Bolea – Commented on the poorly maintained trees in that area and the liability associated around them.
- Denise Turley – Asked what district had the crumbling walls? What is the tree committee's role in landscape maintenance districts?
- Grace Silva-Santella – Commented about the homeless encampments taking place along Beach siding with the vernal ponds and asked who's responsibility is it to maintain the overgrown plant material?

Mayor Delgado closed the public hearing.

DELGADO/MEDINA DIRKSEN: TO APPROVE RESOLUTION NO. 2022-46, CONFIRMING DIAGRAM, ASSESSMENT AND ORDERING LEVY OF \$182.42 FOR FY 2022-23 ASSESSMENT FOR SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; AND AUTHORIZE THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2022. 5-0-0-0 Motion Passes by Roll Call Vote

- d. City Council open public hearing, take testimony from the public and consider adopting **Resolution No. 2022-47**, confirming diagram, assessment and ordering levy of \$77.14 for FY 2022-23 assessment for Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; and authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2022.

Council Member Burnett recused himself from this item

Council Questions: Trip hazards in sidewalk near perc pond, would the city be responsible for fixing this?

Mayor Delgado opened the public hearing

- Liesbeth Visscher – Asked if PG&E paid for the transformation of lights to LED's?
- Margarita Nguyen – Commented on the lack landscaping and tripping hazards along the pavement near her home, also asked if someone can come out and removed the dead tree there. Asked if the city is getting a new landscaper?

Mayor Delgado closed the public hearing

DELGADO/BIALA: TO APPROVE RESOLUTION NO. 2022-47, CONFIRMING DIAGRAM, ASSESSMENT AND ORDERING LEVY OF \$77.14 FOR FY 2022-23 ASSESSMENT FOR MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; AND AUTHORIZE THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2022. 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).

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

Mayor Delgado – Mayor's Association met a couple of days ago and heard from 3 of the 4 candidates running for district very informative; nothing new to report

- 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.

Layne Long, City Manager: Walked the council and public through the Dunes Phase 3 tree removal that were not permitted, where the Below Market Rate homes (BMR) are to be built. The Dunes did

receive a permit to remove trees from this property, corner of 2nd Ave and 6th Street, which is one part of the BMR development and another part of the BMR homes is on Imjin Road and is in the Phase 2 East development. That's why the permit was issued for this site and it was strictly for only these trees that are on this site. Unfortunately, through a series of system failures, and I've talked with and Hofer and his staff, and he has talked with his staff, and there there just wasn't one mistake that that led to these other trees being removed. but it was a series of problems, the contractor that was removing the trees. he was also removing an asbestos water line that had to be moved in big chunks so his removing it and what he had on his map was with the Phase 3 development which the Dunes has not even included an application in the city. but they are starting their work on what needs to be done for Phase 3 removal and they talked with the Marina Coast water district, this is part of just the system failures, but the water district had indicated that this should Asbestos pipe had to be removed all the way down. Noted that there was nothing going before the Planning Commission on April 14th for Phase 3 tree removal permits. What we have required the Dunes is to immediately stop any type of tree removals which they have agreed to do whether it be for future phases or for even existing, approved Phases. the reason that we've asked them to do that even for trees that have been approved to be removed is we want to step back and look at potential mitigation for these 7 trees, 4 were substantially large trees.

Council Questions: Can we assume there were no bat or raptor surveys or protective fencing around them to let the heavy equipment in the vicinity know that they were to be protected for the time being? Can we clarify is it possible that they've been approved but there's a there's a gentleman's agreement Informal agreement not to proceed with any tree cutting or is it that there's none that's been approved that haven't already been cut it? Do we know if there's been some that have been approved, but not yet cut long first avenue north of Sixth Street? Just to be clear, there are trees that have been approved through the official process to be cut, but they still stand and right now they're going to at least, postpone cutting until further notice. and there, there, of course, there are lots of trees that have not been approved to be cut that are in this vicinity, and of course, those will not be cut, correct? Do we have anything in writing with the developers about postponing removal of trees? The company is the same that does the pipe, removal and tree removal is that correct? Is it possible to remove the pipes without removing the large trees? Why were the pipes being removed? If the pipe were contaminated with asbestos does that meant the trees were contaminated too? Do we know the condition of the roots? Were the trees going to come out anyways? Were they trying to mitigate more asbestos exposure due to concerns about public health? Going back to the trees that were approved to be removed, do we have written documentation that the bat surveys the raptor Surveys were done prior to removal? I what way are we going to hold Shea and their contractor accountable? What's the mitigation or penalty? How are going to prevent this from ever happening again? Are more pipes expected to be removed?

BERKLEY/DELGADO: THAT WE HOLD A STUDY SESSION, WHICH WE CAN EXPLORE HOW WE'RE GOING TO MOVE FORWARD AND INCLUDED IN THAT A DISCUSSION OF HOW WE'RE GOING TO MOVE FORWARD, BOTH IN PARTNERSHIP WITH SHEA (DEVELOPER) AS FAR AS WHAT KIND OF COMPENSATION AND MITIGATION IS GOING TO OCCUR, AND ALSO HOW WE'RE GOING TO BE CHANGING OUR POLICIES WITH REGARDS TO THIS; AND THE STUDY SESSION TO OCCUR AFTER SHEA (DEVELOPER) MEETS WITH RESIDENTS AND OTHER EXPERTS; AND THAT WE HAVE IN WRITING AN AGREEMENT BETWEEN SHEA HOMES IN THE CITY SAYING THAT THERE WILL BE NO MORE TREE REMOVAL UNTIL THIS IS RESOLVED OR WE MAKE A CLEAR DECISION IN OUR STUDY SESSION; AND THAT ALL COUNCIL MEMBERS ARE ABLE TO PROVIDE QUESTIONS OR CONTENT THAT THEY WANT COVERED IN THE SPECIAL SESSION; AND THE STUDY SESSION TO HAPPEN PRIOR TO MAY 31, 2022

Public Comments:

- Tommy Bolea – Commented on the miscommunication between the Developer and their subcontractor on the removal of the trees. Spoke about the contaminants of the buildings being demolished being everywhere. Spoke about the carbon footprint of building more homes and removing trees. Developers should be penalized and trees should be replanted.
- Mike Owen – Indicated that he just sent the Council an email on his comments
- Liesbeth Visscher – Commented on the waterpipes that were removed in segments and asked if photos were taken. Asked what were the diameter of the pipes removed and how long were they? Were there any other solutions to removing the pipes from under the trees? Spoke about the upcoming April 14th Planning Commission meeting for tree removal requests for Phase 3 of the project.
- Grace Silva-Santella – Supports the motion made. Asked that if a community meeting is to take place that well advanced notice be given to the public. Optimistic to hear city manager speak of preservation of trees in the entire project area.

13. ADJOURNMENT: The meeting adjourned at 10:45 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

April 19, 2022

CITY OF MARINA

HUMAN RESOURCES & RISK DEPARTMENT
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831.884.1283
Fax: 831.384.0860



RECEIVED

3/21/22



CLAIM FORM

This form is provided pursuant to Government Code Section 910.4 and shall be used by any person presenting a claim to the City of Marina under Government Code Section 810 et seq., except as provided in Government Code Sections 905 and 905.1. If additional space is needed for any of the required information, please attach additional sheets and note your name, date of claim and City of Marina.

SECTION 1: CLAIMANT INFORMATION

Jeremiah Smith (831) [Redacted]
Name of Claimant Telephone Number (include area code)
[Redacted] CA [Redacted]
Mailing Address City CA Zip Code

SECTION 2: NOTICES

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

Jeremiah Smith (831) [Redacted]
Name of Claimant Telephone Number (include area code)
[Redacted] CA [Redacted]
Mailing Address City CA Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: September 22nd 2021
Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

See attachment Section 3 Question 1

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury.

See attachment Section 3 Question 2

Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

See attachment Section 3 Question 3

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

Detective Ball, Detective Beavers, Officer Rodriguez,
Officer Garcia, and other Marina PD officers

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost, insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ Un known

Basis for computation: _____

If the amount claimed exceeds ten thousand dollars (\$10,000.00), do not provide the dollar amount of the claim. However, please indicate below whether the claim would be a limited civil case. A **Limited Civil Case** is one where the amount claimed does not exceed twenty-five thousand dollars (\$25,000.00). **Non-Limited Civil Case** is one where the amount may exceed twenty-five thousand dollars (\$25,000.00)

_____ Limited Civil Case

☒ Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)

Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☐ Yes (If marked, please provide information below.

☒ No

Name of Insurance Carrier

()

Telephone Number (include area code)

Mailing Address City State Zip Code

Policy Number: _____ Deductible: \$ _____

Name of registered owner(s) of the vehicle:

Vehicle Make: _____ Model: _____ Year: _____

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

Name of Attorney/Representative

()

Telephone Number (include area code)

Mailing Address City State Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☐ No

If yes, please indicate:

Relationship to minor: _____

Minor's date of birth: _____
Month, Day & Year

Section 3

Question 1 Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

Marina CA 93933

Question 2 Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury.

On September 22, 2021, The Marina Police Department violated our civil rights, displayed gross negligence, unnecessary violence, unethical behavior, and excessive force against my household including myself, my wife, and my 2-year-old child when we were held at gunpoint, detained, and interrogated resulting in personal physical injury to myself as well as traumatic emotional distress to all of us, and my unjust arrest. Detective Ball & Officer Rodriguez both have my direct cell phone number and I have always returned their calls and cooperated with them fully. There were several other possible ways to conduct their investigation that did not include such violence, excessive force, and the waste of taxpayers' resources. When Officer Rodriguez claimed I was being detained, I requested my attorney be present for any further questioning. Despite that request Officer Rodriguez continued with his line of questioning. I felt intimidated and threatened, and that if I did not cooperate that Officer Rodriguez, and the rest of the Marina Police Department was going to make the situation more stressful and traumatizing for me and my family. When Officer Rodriguez noticed my concern for my family, he claimed that if I just answered his questions now, everything was going to be much easier on my family. While this interrogation was going on they placed my wife and child in a squad car in full camera view of the man who sexually assaulted my wife with full knowledge of those circumstances which was completely negligent and further traumatizing to the victim of a sexual assault. Officer Rodriguez and Detective Ball then used the information I gave them while under duress to obtain my property and then falsify the physical state of that personal property on their property receipt to support their false allegations. Detective Ball was very unprofessional in the way that he continued to point at his firearm and repeatedly harassed my wife about the location of an alleged firearm that never existed, he kept pointing and insisting she just tell him where "he keeps one of these". This was completely negligent considering the fact that she was a victim of a violent crime and the fact that the Marina PD had just pointed several firearms at her and my 2-year-old son. In addition to that they staged personal items in our home in precarious ways to appear incriminating during their search and seizure of our property. This was very deviant and disturbing behavior coming from professional police officers and the content of which had absolutely nothing to do with the false allegations against me or the nature of what was covered in the warrant. The officers in my house were also cruel and neglectful to our animals by leaving one in a kennel for approximately 8 hours until he had to literally break out of the kennel on his own to relieve himself. The officers were repeatedly informed he had been in the kennel all night and needed to be allowed out and they refused to allow it for approximately 8 additional hours. All of this behavior would have been very easily avoided with one simple phone call as Detective Ball and Officer Rodriguez both had my direct cell phone number as well as my wife's and we had been cooperative within reason to support their efforts in the course of their investigation. My wife was literally on the phone with Detective Ball minutes before this event took place. Detectives Ball & Beavers were negligent in their

failure to inform us that they had failed in obtaining a protective order as they had assured my wife they would if she would just "press charges" against this dangerous career criminal. They were negligent by waiting until after they had provoked my wife's attacker to inform us we needed to obtain a Civil Retraining Order. We were very clear that due to the dangerous nature of the individual involved, which was confirmed by Officer Rodriguez and Detective Ball & Beavers, that we did not want to provoke his retaliation and that if they were not able to obtain a protective order, we would need to know so we could get one in place prior to any action on their part to protect our family. Instead, they provoked my wife's attacker on September 21, at which time Officer Rodriguez and Detective Ball witnessed this individual make threatening actions towards me while in their custody and then left our family completely vulnerable to his orchestrated retaliation on the 22nd.

On October 1, 2021 A Marina Police Officer in a Patrol Unit came to my home before daylight. This behavior was very suspicious and concerning considering there was no crime being committed. If there was a crime being committed or even any allegations of such, the responding officer did nothing to identify himself or leave any contact information for us to follow up with them. The officer left our front gate wide open (just as they did after September 22nd), and his patrol unit appeared on camera but we have no lawful reason to suspect why this individual appeared at our home at such an hour other than to intimidate or harass our family.

On October 10, 2021 Officer Garcia and 2 other officers rushed our residence in their patrol units and detained and interrogated two of our friends who had a key to our home and full permission to be there on our behalf. The Marina Police Officers violated our civil rights when they entered and searched our home without consent as the two individuals had no authority to give such consent and there was no crime actively being committed and there was no immediate threat to anyone's personal safety. The Officers then proceeded to separate, detain, and interrogate these 2 individuals who again felt threatened and intimidated and that they were not free to leave without being subject to further harassment. The Officers interrogated the individuals about my whereabouts which appears to be a retaliatory reaction, defamation of character, and civil harassment.

The two incidents together from the 1st and 10th of October appear retaliatory and intimidating and resulted in us not being able to safely return to our home due to such continued harassment and fear of another arrest on false pretenses that would result in further financial, physical, and emotional injuries putting our family and children at risk as well as impacting our civil liberties in terms of being able to continue to live at our home, protect our family, and be able to continue to work and go to school safely. We could no longer subject our family to this ongoing harassment and the potential ramifications of the Marina Police Departments' overzealous and reckless behavior and were advised by our legal counsel to stay out of Marina and not to return to our home because of this.

On October 29, 2021, We scheduled movers and 2 friends to help pack and move our personal belongings. Just as the movers were finishing the job and about to leave, 3 Marina Police Department Squad cars parked at the end of our street and watched the movers and moving trucks leave our property. This again seemed like a form of intimidation and some sort of attempt to find a way to further harass or create a reason to arrest me. According to our sources in law enforcement who helped participate in our move, no calls went out to the 400 block of [REDACTED] which is cause for concern and further shows a pattern of targeted threatening, intimidating, and harassing behavior from the Marina Police Department against me and my family.

This course of conduct over these 4 dates constitutes unwanted and unnecessary harassment by the Marina Police Department against me and my family.

Question 3 Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

The events on September 22nd resulted in physical injury to my back and I have been treating with a physician ever since. The events of that day and the other subsequent incidents have been emotionally traumatic for myself, my wife, my 2-year-old as well as my other 5 children due to the disruption to our daily lives. My wife and I are both suffering from PTSD and depression. I have lost 50 lbs since September due to stress. I was forced to resign from one of my jobs because of the nature of the false arrest on my record. I can no longer volunteer in my community as a youth coach, I had to resign as the Co-commissioner of the Marina Junior Giants and as the Girls Middle School PALS Basketball Coach because of the course of conduct by Marina PD. I have not been able to focus on my work and have had performance issues noted by my supervisors. My children were forced to move schools and we had to live in church for 12 weeks because of the financial impact of the Marina Police Department's actions that prevented us from being able to acquire a new safe place to live during this housing crisis. The cost of relocation and storage of our items while living in the church were well over \$10,000. The full financial impact of these actions are still yet to be seen. The physical injuries I have sustained, the psychological injuries to our whole family, and the financial impact to our lives will take years if not decades for us to recover from. The fact that the Police Department is now trying to profit off of this disgraceful treatment of innocent victims of a crime by billing us for the storage of our own personal items is only further harassment and an attempt to cause more financial damages to our family who has faithfully served the City of Marina and the Parks & Rec Department and Youth Programs of Marina through countless hours of volunteering and community service for the last 11 years.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 19, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION 2022-,
RECOGNIZING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR
NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE CITY COUNCIL OF THE CITY OF
MARINA AND ITS CONSTITUENT BODIES FOR THE PERIOD APRIL 19,
2022 THROUGH MAY 19, 2022, PURSUANT TO BROWN ACT PROVISIONS.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, regarding the Ralph M. Brown Act (California Government Code §§54950-54963, hereinafter the “Brown Act”) making certain findings; and authorizing the City to continue to implement remote teleconferenced public meetings of the City Council and its constituent bodies for the period April 19, 2022, through May 19, 2022.

BACKGROUND:

Government Code §54953(e) allows cities to continue to meet remotely during states of emergency proclaimed by the Governor under modified Brown Act requirements that are similar to but not identical to the rules and procedures established by the prior Executive Orders of Governor Newsom relating to the relaxation of certain Brown Act requirements during the COVID-19 pandemic.

Government Code §54953(e) authorizes local agencies to use teleconferencing without complying with teleconferencing requirement imposed by the Brown Act during a declared state of emergency when state or local health officials have imposed or recommended measures to promote social distancing during the proclaimed state of emergency or when the legislative body had determined by majority vote that meeting in person would present imminent risks to the health or safety of attendees.

At a special meeting held on October 5, 2021, the City Council adopted Resolution 2021-104 regarding the Brown Act making certain findings, and authorizing the City to implement remote teleconferenced public meetings of the City Council and its constituent bodies might be held without compliance with Government Code §54953(b)(3) for the period October 5, 2021 through November 4, 2021; subsequently on November 2, 2021, the Council adopted Resolution 2021-113 extending that period until December 2, 2021; on November 16, 2021, the Council adopted Resolution 2021-118 extending that period until December 16, 2021; on December 14, 2021, the Council adopted Resolution 2021-134 extending that period until January 13, 2022; and on January 11, 2022, the Council adopted Resolution 2022-02 extending that period to February 10, 2022; and on February 1, 2022, the Council adopted Resolution No. 2022-13, extending that period until March 3, 2022; on March 1, 2022 Council adopted Resolution No. 2022-32, extending that period to March 31, 2022, and on March 15, 2022 the Council adopted Resolution 2022-34 extending the period during which remote teleconferenced public meetings of the City Council and its constituent bodies might be held without compliance with Government Code §54953(b)(3) to April 30, 2022.

ANALYSIS:

On June 11, 2021, Governor Newsom issued Executive Order N-08-21 which among other things rescinded his prior Executive Order N-29-20 and set the date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the Delta variants surged in California, the legislature took action to extend the COVID-19 exemptions to the Brown Act's teleconference requirements, subject to some additional requirements. California and Monterey County are presently continuing to experience cases of the rapidly-spreading Omicron variant. Assembly Bill 361 amended Government Code §54953 and allowed a local agency to use teleconferencing in any of the following circumstances without complying with certain Brown Act provisions:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote taken at a meeting held for the purpose described in 2 above, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

A local agency that holds a meeting under any of these circumstances would be required to follow certain requirements listed in the attached Resolution, in addition to giving notice of the meeting and posting agendas as required under the Brown Act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies. The City of Marina adheres to the listed requirements.

Government Code §54953(e)(3) provides that if the state of emergency remains active for more than 30 days, a local agency must make the following findings by majority vote every 30 days to continue using the exemption to the Brown Act teleconferencing requirements:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist: the state of emergency continue to directly impact the ability of members to meet safely in person or State or local officials continue to impose or recommend social distancing measures.

The goal of Government Code §54953 as revised by AB 361 is to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies by allowing broader access through teleconferencing options. The current version of Government Code §54953 became effective on September 16, 2021, with a sunset of the present version on January 1, 2024.

FISCAL IMPACT:

None identified.

CONCLUSION:

This request is submitted for City Council consideration and possible adoption of a resolution proclaiming a local emergency persists, re-ratifying the proclamation of a state of emergency by Governor Newsom on March 4, 2020, and re-authorizing remote teleconference meetings of the City Council of the City of Marina and its constituent bodies for the period April 19, 2022, through May 19, 2022, pursuant to Brown Act provisions.

Respectfully submitted,

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECOGNIZING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL OF THE CITY OF MARINA AND ITS CONSTITUENT BODIES FOR THE PERIOD APRIL 19, 2022 THROUGH MAY 19, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the City of Marina is committed to preserving and nurturing public access and participation in meetings of the City Council and its constituent bodies; and

WHEREAS, all meetings of City of Marina's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the City Council previously adopted Resolution No. 2021- 104 on October 5, 2021, Resolution 2021-113 on November 2, 2021, Resolution 2021-118 on November 16, 2021, Resolution 2021-134 on December 14, 2021, Resolution 2022-02 on January 11, 2022, Resolution 2022-13 on February 1, 2022, Resolution No. 2022-13 on March 1, 2022, Resolution 2022-32, and Resolution 2022-34 on March 15, 2022 extending the period during which remote teleconferenced public meetings of the City Council and its constituent bodies might be held without compliance with Government Code §54953(b)(3) to April 30, 2022; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and

WHEREAS, emergency conditions persist in the City, specifically, the March 4, 2020, proclamation by the Governor of a state of emergency in the State of California due to COVID-19 and the March 13, 2020, proclamation of a state of emergency in the City of Marina by the City Manager, as the City's Director of Emergency Services, due to COVID-19 which was subsequently ratified by the City Council on March 17, 2020, and after having been supplemented twice, and both proclamations of states of emergency remain in effect; and

WHEREAS, on September 22, 2021, the County of Monterey Health Department issued a Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies, attached hereto as **Attachment 1**; and

WHEREAS, the City Council does hereby find that California and Monterey County are presently continuing to experience cases of the rapidly-spreading COVID-19 Omicron variant and as of April 15, 2022, the federal Centers for Disease Control and Prevention rated the risk level for community transmission of COVID-19 in Monterey County as low with a case rate of 19.35 individuals per 100,000 persons, as of April 14, 2022, a total of 735 persons have died of COVID-19 and 210 persons are reported as currently suffering from COVID-19 with 9 persons reported hospitalized and 210 new cases having been reported in Monterey County by the County Health Department; this situation has and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to recognize and affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California and to recognize the County of Monterey Health Department's recommendation regarding social distancing; and

WHEREAS, as a consequence of the local emergency persisting, the City Council does hereby find that the City Council and its constituent bodies shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City of Marina will continue to implement the following measures for meetings of its City Council and its constituent bodies:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions.
- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body need not provide a physical location for the public to attend or provide comments.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency's control and prevents the public from submitting public comments (any action taken during such a service disruption could be challenged under the Brown Act's existing challenger provisions).

- Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real time.
- Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment.
- If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The City Council hereby reconsiders the conditions of the state of emergency in the City and proclaims that a local emergency persists throughout the City, and:

(a) On September 22, 2021, the County of Monterey Health Department issued a Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies; and

(b) California and Monterey County are presently continuing to experience cases of the rapidly-spreading COVID-19 Omicron variant and as of April 15, 2022, the federal Centers for Disease Control and Prevention rated the risk level for community transmission of COVID-19 in Monterey County as low with a case rate of 19.35 individuals per 100,000 persons, as of April 14, 2022, a total of 735 persons have died of COVID-19 and 210 persons are reported as currently suffering from COVID-19 with 9 persons reported hospitalized and 210 new cases having been reported in Monterey County by the County Health Department; and this has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The City Council hereby reconsiders and re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The City Manager and legislative bodies of the City of Marina, the City Council and its constituent bodies, are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on immediately upon its adoption and shall be effective until the earlier of (i) May 19, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council of the City of Marina and its constituent bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held this 19th day of April 2022, 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



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Mendoza Jimenez, Director of Health

Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies

Issued: September 22, 2021

The Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies of local agencies, to the extent possible.

Monterey County continues to experience transmission of COVID-19 locally. Physical and social distancing is still an effective measure to reduce the spread of COVID-19, especially when combined with use of face coverings, frequent hand washing, staying home when ill, testing, and vaccination with U.S. Food and Drug Administration approved or authorized COVID-19 vaccines.

Remote meetings of legislative bodies allow for the virtual participation of agency staff, presenters, and community members in safer environments, with less risk of exposure to SARS-CoV-2, the virus that causes COVID-19.

The Monterey County Health Officer will continue to monitor local metrics and the necessity of this recommendation.

April 6, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 19, 2022

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-,
AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS
(RFP) TO QUALIFIED FIRMS FOR AN ODOR ATTRIBUTION STUDY**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2022-, authorizing the release of a Request for Proposals (RFP) to qualified firms for odor attribution study.

BACKGROUND:

A number of odor complaints have been reported to the City and the Monterey Bay Air Resources District (MBARD) by citizens of the City of Marina in recent years. Several surrounding public agencies have also been engaged with the City and MBARD during this time and have been working cooperatively to identify weather-related information such as wind speed, direction, and temperature during each reported event in addition to investigating current operating conditions at their facilities and, when timely, visiting the area of the reported odor. The complaints are often reported after-hours and often appear to be transitory in nature.

A public meeting was held on January 27th, 2021 where representatives of the Monterey Regional Waste Management District (MRWMD), Monterey One Water (M1W), Monterey Bay Air Resources District, Monterey County Health Department, as well as experts in agriculture and composting participated on an information panel and answered questions for the public. One of the outcomes of the meeting was a commitment to conduct an odor attribution study to positively identify sources of odor and develop possible mitigation measures for consideration. MRWMD and M1W each committed to paying up to \$50,000 for a total of \$100,000 to fund the odor study.

ANALYSIS:

The City regularly enters into services contracts to augment staff capacity or expertise. An odor attribution study contract with a consulting firm is one method to investigate the residents' complaints, identify the probable sources of odor, and recommend a process that enables the City to address the complaints independently in the future. If City Council approves the release of an RFP for these services, staff will solicit proposals from qualified firms and make a selection for an odor attribution study contract based upon qualifications. Staff would make recommendations for entering into professional services agreement at a future City Council meeting.

Staff will also prepare a draft memorandum of understanding between the City of Marina, MRWMD, and M1W which will define how the funding will be transferred from the agencies to the City to fund the study. The MOU will be brought to City Council at, or before, the meeting where City Council will be asked to authorize the odor attribution study agreement.

FISCAL IMPACT:

MRWMD and M1W will provide the funding for the odor attribution study under the terms of an MOU to be approved and executed prior to entering into an agreement with a consulting firm to conduct the study.

CONCLUSION:

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

Saber Messhenas
Assistant Civil Engineer
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. 2022-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS (RFP)
TO QUALIFIED FIRMS FOR AN ODOR ATTRIBUTION STUDY

WHEREAS, A number of odor complaints have been reported to the City and the Monterey Bay Air Resources District (MBARD) by citizens of the City of Marina in recent years; and

WHEREAS, an odor attribution study contract with a consulting firm is one method to investigate the residents' complaints, identify the probable sources of odor, and recommend a process that enables the City to address the complaints independently for future; and

WHEREAS, the selection of professional services consultants is initiated by issuing a Request for Proposals (RFP) to identify and select qualified firms to provide odor attribution study; and

WHEREAS, staff would make recommendations for approval of professional services agreements at a future City Council meeting; and

WHEREAS, the Project will be funded with local dollars from Monterey One Water (M1W), and the Monterey Regional Waste Management District (MRWMD); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby authorize release of an RFP to qualified firms for an odor attribution study.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of April 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

April 12, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 19, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND JOBY AERO, INC. FOR 210 8TH STREET (BUILDING PO 1637 AT 8TH
STREET AND 2ND AVENUE), AND AUTHORIZING CITY MANAGER TO
EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT
TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving a Lease Agreement between the City of Marina and Joby Aero, Inc. for 210 8th Street (Building PO 1637 at 8th Street and 2nd Avenue); and
2. Authorizing City Manager to execute the Lease Agreement, on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

Building PO 1637 at 8th Street and 2nd Avenue was conveyed to the City in 2006 for economic development purposes. The former Army motor pool structure sits on a 3.260 acre bordered by the Dunes on Monterey Bay development on the north and east, Cal State Monterey Bay undeveloped property on the south and the Monterey Institute for Research in Astronomy facility on the west.

The structure totals 12,536 square foot, included the following:

West Lean to	775 sf
West Bay	3,225 sf
Office Space	4,536 sf
East Bay	3,225 sf
East Lean to	<u>775 sf</u>
Total	12,536 sf

The structure has been mostly vacant for years with the exception of the East Bay and the East Lean-to section which has been occupied by the City of Seaside for storage purposes. There are no established utilities in the facility, and it is in need of roof repairs, asbestos and hazardous material abatement, bird dropping cleaning and disinfecting, and hauling away of trash and debris.

The City Council approved \$550,000 in the budget for Fiscal Year 2021-22 to clean up the building and remove all the hazardous material and waste, reroof the building, and seal up the holes and stabilize the building for potential future use.

ANALYSIS:

Joby Aviation wishes to lease the West Lean-to and the West Bay sections for storage purposes of large casts, molds and machinery that will be housed in the large Aviation Manufacturing facility at the Marina airport when its constructed. City staff has worked with Joby to negotiate a lease rate that is appropriate for the condition of the building and the use that Joby wishes to utilize the space for.

Prior to lease commencement, the City will continue to move forward with the the cleanup and removal of hazardous waste material from the facility to make it appropriate for storage uses. However, the City will not move forward with the reroofing of the West and East Bay areas. Instead, Joby will be responsible for repairing the roof in these areas and sealing up the Bays so they no longer leak and animals and rodents will not be able to enter the building.

The City will continue to move forward with it's plan to reroof and seal up the middle part of the building (center office section area) which will not be leased by Joby Aviation.

There are no utilities in the building, which includes power and water.

The proposed Lease Agreement includes interior space consisting of approximately 4,000 square feet of the West Bay area as shown on **EXHIBIT A**. The proposed Tenant wishes to use the space for storage.

The proposed Lease Agreement provides for:

- Base term of two-years and two additional one-year conditional City optional extension periods.
- The Lease rate will include \$.25 per sf per month.
- Joby will be responsible for fixing the roof over the West Bay and West Lean-to areas of the building.

The monthly rent payable for the first year of the Term of this Lease shall be \$1,000 per month (at the rate of \$.25 per square foot per month).

All of Tenant's operating expenses including liability insurance premiums, permits and license fees and personal property taxes on Tenant's trade fixtures and property shall be paid by the Tenant as well.

Staff is recommending approval of the proposed Lease Agreement as it will create additional ongoing/reoccurring building lease revenue for the City.

FISCAL IMPACT:

Should the City Council approve this request, anticipated beginning annual rent revenue to the airport will be approximately \$12,000.

CONCLUSION:

This request is submitted for the City Council consideration and approval

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A
LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND JOBY AERO, INC. FOR
210 8th STREET (BUILDING PO 1637 AT 8TH STREET AND 2ND AVENUE), AND
AUTHORIZING CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON
BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY
ATTORNEY

WHEREAS, the City facility located at 210 8th Street (Building PO 1637) was conveyed to the City in 2006 for economic development purposes. The former Army motor pool structure sits on a 3.260 acres and consists of 12,536 square feet; and,

WHEREAS, the structure has been mostly vacant for years with the exception of the East Bay and the East Lean-to section which has been occupied by the City of Seaside for storage purposes; and,

WHEREAS, there are no established utilities in the facility (water is available), and there are needed roof repairs, asbestos abatement, bird dropping cleaning and disinfecting, and hauling away of trash and debris; and,

WHEREAS, Joby Aviation wishes to lease the West Lean-to and the West Bay sections for storage purposes of large casts, molds and machinery that will be housed in the large Aviation Manufacturing facility at the Marina airport when its constructed; and,

WHEREAS, the Lease Agreement includes interior space consisting of approximately 4,000 square feet as shown on **Exhibit A**; and,

WHEREAS, the Lease Agreement consists of a base term of two-years and two additional one-year conditional City optional extension periods, the Lease rate is \$.25 per sf per month; and,

WHEREAS, The monthly rent payable for the first year of the Term of this Lease shall be \$1,000 per month (at the rate of \$.25 per square foot per month).

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

1. Adopt Resolution No. 2022-, approving a Lease Agreement between the City of Marina and Joby Aero, Inc. for 210 8th Street (Building PO 1637 at 8th Street and 2nd Avenue); and
2. Authorize the City Manager to execute the Lease Agreement, on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of April 2022, 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
LEASE AGREEMENT
BUILDING PO 1637**

This LEASE AGREEMENT is made on _____ 2022, by and between the CITY OF MARINA, a Charter City organized and existing under the laws of the State of California ("Landlord or City"), and JOBY AERO, INC, a Delaware corporation ("Tenant").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the term and subject to the terms, covenants, agreements and conditions set forth below, to each and all of which Landlord and Tenant hereby mutually agree.

1. PREMISES

The site of the premises consist of a portion of the property located at 210 8th Street in the City of Marina, County of Monterey, California, assigned APN Number 031-251-031 being a part of Building PO 1637, a single-story metal framed structure consisting of 12,536 total square feet (estimated date of construction 1985) of which 4,000 square feet, consisting of the West Lien-to (775 sq. ft.) and the West Bay (3,225 sq. ft.), shall make up the initial leasehold, as depicted on **Exhibit A**, attached hereto ("the Premises").

2. TERM

The term of this lease shall commence on the date following the Landlord's completion of its obligation to reroof a portion of the Premise and complete a cleanup of the entire Premises, the "Effective Date," and shall continue for a period of two (2) Lease Years plus the partial month, if any, immediately preceding the first full calendar month of this lease. "Lease Year," shall mean each twelve (12) month period during the term of the Lease commencing upon the Effective Date. Landlord and Tenant shall confirm the Effective Date in a writing signed by both parties.

A. The City has the right to terminate this Lease with thirty (30) days prior written notice to Tenant upon Tenant's failure to comply with any of the terms and conditions herein set forth or if, in the City Manager's exercise of reasonable discretion, revocation is necessary in the interest of public health or safety.

3. RENT

A. Minimum Rent. Tenant shall pay to Landlord for its use and occupancy of the Premises One-Thousand Dollars (\$1,000) per month.

B. Manner of Payment. All rent and other payments due from Tenant shall be made to Landlord's Finance Department in lawful money of the United States of America at Landlord's address for notice hereunder, or to such other person or at such other place as Landlord may from time to time designate in writing.

4. RIGHT OF FIRST REFUSAL

The City will not lease remaining space available in Building PO 1637 to other prospects for the initial term following the Effective Date and hereby extends a Right of First Refusal to Tenant to lease such space. Such Right of First Refusal Space can be added to the original Premises by written amendment of

this Lease provided such expansion occurs within any term of this Lease on the same terms and conditions as the initial Lease and Tenant will begin paying the same rate per square foot rental at time of expansion. The City Manager is authorized to take all necessary actions in connection with or related to the Tenant's exercise of this Right of First Refusal

5. PROPERTY AND OTHER TAXES

A. Possessory Interest Taxes. The property interests created by this Lease may be subject to property taxation and Tenant, in whom the possessory interest is vested, will be responsible for the timely payment of any property taxes levied on such possessory interest. Tenant agrees to pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, city or any tax or assessment levying body against the transfer of the leasehold interest hereunder upon recordation or otherwise, or upon any activity carried on under this Lease, any interest in this Lease or any possessory right which Tenant may have in or to the Property or the Property by reason of its use or occupancy thereof or otherwise.

B. Personal Property and Other Taxes. In addition to all other sums to be paid by Tenant hereunder, Tenant shall pay, before delinquency, any and all taxes levied or assessed during the term of the Lease on Tenant's equipment, furniture, fixtures, merchandise, and other personal property located in the Premises, and shall pay, or shall reimburse Landlord for, any and all assessments (including, without limitation, (i) all assessments for public improvements, services or benefits, irrespective of when commenced or completed), excises, levies, business taxes, Lease, permit, inspection and other authorization fees, payments in lieu of taxes and any other fees or charges of any kind, which are levied, assessed, or imposed by any public authority; (ii) upon or with respect to the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the or any portion thereof; (iii) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, merchandise, and other personal property located at or in the Premises or by the cost or value of any improvements made by Tenant to the Property, regardless of whether title to such improvements shall be in Tenant or Landlord; or (iv) upon this Lease or any document to which Tenant is a party creating or transferring an interest in the Property.

C. Tenant's Right to Contest. Tenant may, at no cost to Landlord, reasonably contest the legal validity or amount of any taxes, assessments, or charges for which Tenant is responsible under this Lease, and institute such proceedings as Tenant considers necessary; provided, however, that Tenant shall at all times protect Landlord from foreclosure of any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant.

6. SECURITY DEPOSIT

City and Tenant acknowledge that there shall be no security deposit required.

7. USE

The Premises shall be used by the Tenant for storage of the Tenant's equipment and personal property. Tenant shall not use the Premises for any other purposes without the City's prior written consent including for commercial storage and shall not store property belonging to others on the Premises.

Tenant shall not do or permit to be done in, on, or about the Premises anything which is prohibited by or may conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereafter enacted or promulgated, which is prohibited by the standard forms of special form or

commercial general liability insurance or which may cause a cancellation of any insurance policy covering or the Premises or any of its contents, or (except with the prior written consent of Landlord) which may increase the existing rate of or affect any special form or commercial general liability insurance or other insurance upon or the Premises, or any of its contents. In the event Tenant does or permits to be done anything or keeps or permits to be kept anything on or about the Premises or which increases the existing rate of such insurance upon or the Premises or any of its contents, Tenant shall pay the amount of any such increase promptly upon Landlord's demand. Tenant shall not do or permit anything to be done which will in any way obstruct or interfere with the rights of other lawful users of , including, without limitation, tenants, their employees or invitees, disturb or annoy them, or use or allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant shall not maintain or permit any nuisance in or about the Premises or commit or suffer to be committed any waste in or upon the Premises.

8. OPTION TO RENEW

A. Option Period. So long as Tenant is not in default under this lease, either at the time of exercise or at the time the extended term commences, the City will extend two separate options to extend the initial term of this lease for an additional period ONE (1) year each (each an "option period") on the same terms, covenants, and conditions of this lease. In order to exercise this option, City must give written notice of its election to extend an option to Tenant at least 180 days, but not more than one year, prior to the expiration date of the initial lease term or the first option period.

9. HOLDING OVER

If Tenant remains in possession of the premises with Landlord's consent after the expiration of the term of this lease without the City having extended an option to renew this lease, or after the termination of any such option period, such possession by Tenant shall be construed to be a tenancy from month-to-month, terminable on thirty (30) days' notice given at any time by either party. All provisions of this lease, except those pertaining to term, shall apply to the month-to-month tenancy.

10. NOTICES

A written notice shall be deemed served upon mailing said notice to the other party and depositing the same with the U.S. Post Office, first class mail, with postage paid. For purposes of this Lease, all notices to the City shall be addressed to the:

City of Marina
Office of the City Manager
211 Hillcrest Avenue
Marina, CA 93933

For purposes of this Lease, all notices to Tenant shall be addressed to:

Joby Aero, Inc.
2155 Delaware Avenue, Suite #225
Santa Cruz, CA 95060
Attn: Legal Department

11. IMPROVEMENTS, MAINTENANCE AND ALTERATIONS

A. "Improvements" shall mean Tenant's repairs to the metal roof over the West Lien-to and the West Bay of the Premises to make the building suitable for Tenant's proposed use. Tenant shall be responsible for coordination of its activities and the work to avoid any conflicts with the City's contractor performing reroofing activities of the Center and East Lien-to and East Bay sections of the Premises and cleanup activities of the entire building.

B. Tenant shall maintain the Premises in good order, condition, and repair, including the repaired roof, walls, flooring, lighting and landscaping. Tenant shall keep the Premises, up to and including the areas immediately adjacent to the Premises and up to the edge of the sidewalk abutting the Premises reasonably free and clear of all debris and trash.

C. Tenant acknowledges that City owns the Premises. Tenant upon entering occupancy accepts the Premises from City in its "as is" condition, the conditions that exist as of the Effective Date of this Lease. Tenant acknowledges that City makes no representation or warranty concerning (i) physical condition of the Premises; (ii) the Premises suitability for Tenant's proposed use; or (iii) the presence of any Hazardous Materials, as defined in **Exhibit B**, in or about the Property or the Premises, except as otherwise expressly set forth in this Lease. Tenant is encouraged to make its own physical inspection of the Property and Premises and to conduct its own investigations as to the suitability of the Property and Premises.

D. Tenant is informed and understands that the Premises were formerly used by the federal government as part of an Army base and that surrounding lands which were also part of such Army base have been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to California Health & Safety Code §25359.7(a) Tenant is provided this notice that the structure contains asbestos materials and may contain other Hazardous Materials. The City has provided the Tenant an asbestos survey report prepared by the U.S. Army Corps of Engineers for Building PO 1637 which is attached hereto as **Exhibit C**. Tenant acknowledges that Landlord has granted to it the right to review all maps and records of the old Army base presently on file in the office of the City's Planning Department as well as the right to inspect the Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford the Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the purposes for which it is being offered.

E. Tenant further understands and agrees that no representation, statement or warranty, express or implied, has been made by or on behalf of the City as to the conditions of the Premises or the suitability of the Premises for its intended use, save and except for the representation and warranty that no officer, employee, contractor, subcontractor, tenant, subtenant, or agent of the City has caused any condition of pollution or contamination which may now exist on the Premises. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government. Tenant agrees to waive any claim or right of action against the City which Tenant now has or hereafter may acquire arising out of the condition of the Premises, its soils and/or the groundwater underlying the Premises, including but not limited to, any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the Premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City. As of the

Effective Date, Tenant waives, releases and discharges the City, its Council, Commissions, Boards and Departments, their respective elected and appointed officials, officers, employees and agents, representatives and attorneys from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability, damages, losses, costs, liabilities, fees and expenses, (including without limitation attorney's fees) arising out of or in any way connected with the Tenant's use, maintenance, leasehold or operation of the Premises, any Hazardous Materials, contamination in any state on the Premises, however, the Hazardous Materials came to be placed there. Tenant acknowledges that it is aware of and familiar with the provisions of Section 1642 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

To the extent of the release set forth in this Section, Tenant hereby waives and relinquishes all rights and benefit which it may have under Section 1542 of the California Civil Code.

Tenant's initials _____

F. Upon the execution of this Lease, Landlord approves and requires the improvements to the Premises described above in Subsection A above that shall be completed by Tenant. Tenant shall not make any other alterations, additions or improvements to the Premises (i) costing in excess of \$5,000 for any single instance or \$15,000 in the aggregate for any twelve (12) consecutive months or (ii) affecting the Premises, or attach any fixture or item of equipment thereto without Landlord's prior written consent. All such alterations, additions, or improvements shall be made at Tenant's sole expense in accordance with Landlord's General Design Requirements (if any) and the plans and specifications (including specifications for materials to be used in connection therewith) and a statement of the estimated cost of such work submitted to and approved by Landlord (collectively the "Plans and Specifications"). If the cost thereof exceeds \$5,000 for any single instance. Landlord, in its sole discretion, shall approve or disapprove Tenant's request and may disapprove Tenant's use of any materials or substances which Landlord, in its sole discretion, deems potentially hazardous, toxic or threatening to health. To the extent that Tenant's work shall require a building permit or other permits from the City of Marina, and/or any other governmental agency, Tenant shall not perform any of Tenant's work until Tenant has obtained all requisite permits. Tenant further shall comply with all prevailing wage requirements of California Labor Code Sections 1720 et seq., to the extent such requirements are applicable to Tenant's work.

G. Except as otherwise expressly provided in this Lease, Tenant shall not repair, replace or modify any utility system located on the Premises without the Landlord's prior written consent. Tenant is advised that as of the Effective Date there are no utilities serving the Premises. Tenant shall be responsible for damage arising out of Tenant's construction activities or Tenant's negligence or willful misconduct.

H. If Tenant proposes to make or construct any alterations, improvements, additions or fixtures (other than those described above in Subsection A that affect any portion of the Premises) Tenant shall first provide the Landlord with thirty (30) days prior written notice. If Landlord raises no objections within thirty (30) days after receipt of such notice, Tenant may proceed, provided Tenant obtains all required permits.

I. Except as may be specifically approved in writing by Landlord, Tenant shall require all contractors to provide a labor and materials bond for the full amount of any contract for improvements that exceed \$50,000. Tenant shall pay, when due, all sums of money that may be due or become due for any labor, services, materials, supplies or equipment furnished to or for Tenant in, at, upon or about the Premises and which may be secured by any mechanic's, material men's or other lien against the Premises or Landlord's interest therein. Upon termination of this Lease, for any reason, and at the City's sole option, Tenant shall remove any equipment, materials or improvements installed by Tenant and shall surrender the Premises to City.

12. PREVAILING WAGE REQUIREMENTS

A. Tenant shall be solely responsible for determining whether or not laborers employed relative to any work on the Premises must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720 et seq. and if so required shall cause the payment of prevailing wages in the construction of the Improvements by all contractors (including the Tenant if acting as its own general contractor) and all subcontractors, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and, if required by the City, to submit weekly payroll reports to the City. The Tenant shall and shall cause all contractors (including Tenant if acting as its own general contractor) and subcontractors to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. The Tenant shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and apprentices have been employed are required by Labor Code Sections 1777.5 et seq. The Tenant shall cause the contractor and subcontractors to instruct any sub-tier subcontractors of the prevailing wage responsibility. Copies of the currently applicable current per diem prevailing wages are available from DIR. During the construction of the Project, Tenant shall or shall cause the contractor to post at the Premises the applicable prevailing rates of per diem wages. The Tenant shall and shall cause the general contractor and subcontractors to review the required wage decisions and request from the City any additional classifications not included in the wage decision.

B. he Tenant shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Tenant, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR and the City's local prevailing wage requirements in connection with the construction of the Project or any other work undertaken or in connection with the Premises. The requirements in this Subsection shall survive the termination of this Lease.

13. LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not cause any such liens to be released of record, Landlord shall have, in addition to all other remedies provided herein or by law, the right (but not the obligation) to cause the same to be released by such means as Landlord shall deem

proper, including payment of the claim giving rise to such lien. All sums paid and all expenses incurred by Landlord in connection therewith shall be reimbursed by Tenant promptly on demand. Landlord shall have the right to post and keep posted on the Premises any notices (including, without limitation, notices of non-responsibility pursuant to California Civil Code Section 3094) that Landlord may deem proper for protection of Landlord and the Premises. Tenant shall give Landlord at least ten (10) business days' prior notice of the date of commencement of any Tenant's work on or in the Premises to allow Landlord to post such notices.

14. TENANT AND LANDLORD MAINTENANCE OBLIGATIONS

A. Except as provided for in subparagraph F below, Tenant agrees that during the entire term of this Lease, at its own cost and expense, it shall keep and maintain the Premises, and all leasehold improvements, fixtures, furniture, and other improvements located on the Premises in good-quality order, repair and condition. Except as otherwise provided in this Lease, Tenant shall perform, at its own cost and expense, any and all maintenance, removal of graffiti, repairs, or rehabilitation to the Premises, whether required by deterioration or by operations of Tenant or otherwise.

B. To the extent applicable, Tenant hereby waives the provisions of Civil Code Sections 1941 and 1942, and any other provision of law now or hereafter in effect, with regard to the habitability of the Property and the Premises.

C. "Good-quality order, repair and condition", as used herein, shall mean the maintenance, repair, or renovation of the equipment, furniture, fixtures, signage, and appurtenances necessary to keep and maintain the Premises in efficient condition, at any time during the term of this Lease.

D. Tenant shall provide its own maintenance service for the Premises, and all of Tenant's rubbish shall be removed by Tenant.

E. In the event of a dispute that Landlord and Tenant cannot informally resolve, Tenant's only remedy against Landlord shall be the right to terminate this Lease, effective thirty (30) days from the delivery of written notice to Landlord.

F. Nothing in this Paragraph 14 shall be deemed to affect or impair Landlord's rights under Paragraph 11 of this Lease. Tenant acknowledges that Landlord has no obligation and has made no promises to alter, remodel, improve, or repair, the Premises, or any part thereof. Landlord has made no representations respecting the condition of the Premises, except as specifically set forth in this Lease.

15. DAMAGE OR DESTRUCTION

A. In the event the Premises are damaged by fire, flood, earthquake, act of God, the elements, or other casualty, then Landlord shall forthwith repair the same at its sole expense. In this event, Tenant shall be solely responsible for the loss, repair, and replacement of all its equipment.

B. Anything in subparagraph A to the contrary notwithstanding, neither Tenant nor City shall have any obligation to repair or rebuild the Premises, as the case may be, following damage or destruction thereto if the damage or destruction is due to any cause or casualty other than one against which the responsible party is required to carry insurance or actually does carry insurance and such party reasonably estimates that the cost of repair or rebuilding exceeds ten per cent 10% of the then replacement cost of the Premises, as the case may be. If the responsible party elects not to repair any damage or destruction pursuant to this provision, such party shall give the other party notice of such

election within sixty (60) days after the date of such damage or destruction; and this Lease shall terminate as of the date of such damage or destruction.

C. Tenant hereby waives the provision of California Civil Code Sections 1932 and 1933 and any other statutes now or hereafter in effect which relate to termination of a Lease when the Premises is damaged or destroyed and agrees that such event shall be governed by the terms of this Lease.

16. COMPLIANCE WITH LAWS

A. Tenant, at its sole expense, shall promptly comply with all applicable laws, ordinances, rules, regulations, permits or requirements now or hereafter in effect (whether foreseen or unforeseen by Landlord or Tenant), with the requirements of any board of fire underwriters or similar body now or hereafter constituted; with any occupancy certificate issued by any public officer and with the provisions of all recorded documents affecting the Premises, insofar as any of the foregoing relate to or affect the condition, use or occupancy of the Premises. Such compliance by Tenant shall include, without limitation, compliance with all obligations to alter, maintain, or restore the Premises or construct improvements in or to the Premises, regardless of cost and regardless of when during the term of the Lease the work is required.

B. Tenant and its officers, employees, agents and contractors or any tier shall comply with all applicable local, state, and federal laws and regulations including those laws which govern worker health and safety and reporting the use, handling, treatment, removal, or disposal of toxic or hazardous substances, materials or wastes, including without limitation all substances described in the definition of Hazardous Materials set forth in **Exhibit B** attached hereto and incorporated herein, which may exist on the Premises (herein "Hazardous Materials"). Tenant shall conduct its operations and the work on the Premises so as to avoid unfavorable impact upon the environment and shall take all required steps to minimize dust and noise in conformance with governmental standards. Tenant and its employees, agents, consultants and contractors or any tier shall properly and lawfully transport and dispose of any and all waste and Hazardous Materials generated by Tenant's activities on the Premises.

C. Tenant understands and agrees that Landlord is entering into this Lease in its capacity as a landowner with a proprietary interest in the Premises and not as a regulatory agency of the City of Marina with certain police powers. Landlord's legal status shall in no way limit the obligation of Tenant to obtain any required approvals from Landlord's departments, boards, or commissions that have jurisdiction over the Premises. By Landlord's entering into this Lease, neither Landlord nor any of City Council, boards, commissions, agencies, departments, or Affiliates obligates itself to any other governmental agent, board, commission or agency, or to Tenant, or to any other individual or entity, with regard to any discretionary action relating to development or operation of the Premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required or desirable for the improvement, alteration, or operation of the Premises. By entering into this Lease, Landlord is in no way modifying or limiting the obligation of Tenant to cause the Premises to be used and occupied in accordance with all laws.

17. ACCESS TO PROPERTY BY OTHERS

The City, its agents, and employees shall have the right to enter the Premises at any time, provided such entry does not cause unreasonable interference with Tenant's business.

18. UTILITIES

Tenant shall make all arrangements for and pay for any utilities and services furnished to or used by it to use or maintain the Premises and any improvements thereon, including without limitation, telephone, gas, electricity, garbage, water and sewer services. Tenant is informed and acknowledges that as of the Effective Date there are no utilities serving the Premises.

19. ASSIGNMENT AND SUBLETTING PROHIBITED

This Lease is personal and exclusive to Tenant. Tenant may not assign or sublease this Lease in whole or in part without the City Manager's prior written consent, to be granted or withheld in the exercise of reasonable discretion. No reference to sublessees or assignees elsewhere in this Lease shall be construed to the contrary. If Tenant attempts to assign or sublease this Lease without the City Manager's prior consent, the City Manager shall have the sole option to terminate the Lease.

20. INDEMNIFICATION

A. To the fullest extent permitted by law, Tenant shall (1) immediately defend and (2) indemnify the City, and its officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the Lease. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Tenant's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole active negligence or sole willful misconduct of an indemnified party.

B. The duty to defend is a separate and distinct obligation from the Tenant's duty to indemnify. The Tenant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, and employees, immediately upon submittal to the Tenant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Tenant from its separate and distinct obligation to defend the City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Tenant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Tenant may submit a claim to the Landlord for reimbursement of reasonable attorneys' fees and defense cost.

C. The review, acceptance or approval of any of Tenant's work or work product by any indemnified party shall not affect, relieve or reduce the Tenant's indemnification or defense obligations. This Section survives the termination of this Lease. The provisions of this Section are not limited by and do not affect the provisions of this Lease relating to insurance.

D. Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Tenant or any of the Tenant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Tenant or its subcontractors, the Tenant shall take immediate and appropriate action in response to such complaint, including, but

not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor.

21. INSURANCE

A. Tenant shall procure, maintain and require the following insurance:

1. Tenant will maintain and ensure any of its contractors or subcontractor of any tier maintain insurance coverage appropriate for the activities to be conducted on the Premises which, at a minimum, will be primary Commercial General Liability (CGL) coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the general aggregate amount as well as business auto insurance and employer's liability to the satisfaction of the City's Risk Manager and workers' compensation as required by law. City and its Council, boards, commissions, officers, employees, and volunteers shall be added as additional insureds on the CGL, business auto and employer liability coverage(s). Tenant agrees to provide evidence of the insurance required herein, satisfactory to the City prior to taking any steps in furtherance of this Lease consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement naming the City, its Council boards, commissions, officers, and employees as additional insured using ISO or ACCORD forms. 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 Right of Entry in no way waives any right or remedy of City or any additional insured in this or any other regard. Tenant agrees to require all contractors, subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Tenant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. Tenant's insurance shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, and employees shall be excess of Tenant's insurance and shall not contribute with it. Tenant agrees to require that no contract used by any contractor or subcontractor, will reserve the right to charge back any cost to City. Failure of City to request copies of evidence of such insurance or other documents will not impose any liability on City, its Council, commissions, officers, employees and volunteers. Such comprehensive general liability insurance shall include public liability and property damage insurance, including personal injury, broad form property damage, blanket contractual, and other coverage as may be reasonably required by the City. The City shall have the right, from time to time, to require Tenant to increase the amount of its comprehensive general liability insurance coverage if, in the City's reasonable opinion, the amount of such coverage is not sufficient in light of the risks insured and Tenant's use of the Property.

2. . Special form property insurance for the full replacement cost of damage to the Building, including, without limitation, alterations, Tenant's work, trade fixtures, furnishings, equipment, goods and inventory, and, during any term of construction of Tenant's work, builders' All-Risk Insurance. Such insurance shall include coverage for vandalism and malicious mischief and cost of demolition and increased cost of construction by reason of changes in applicable ordinances/laws and shall not contain a co-insurance clause. Before commencing any construction work and during the course of construction, Tenant agrees to cause its contractor(s) of any tier to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation

floater coverage, in a sum equal, from time to time, to the agreed full replacement cost of Buildings PO 1637 prior to completion of the improvements in the amount of Three Million dollars (\$3,000,000) plus the amount to be expended for construction of the reroof in the estimated amount of Eight-Thousand dollars (\$8,000). All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant general contractor, shall be additional named insureds on Tenant's builder's risk and liability insurance.

3. The City maintains insurance coverage on the Property for damage by fire in an amount equal to the full replacement value of the structure and any fixtures on the Property at the commencement of this Lease and will, upon request, provide information to Tenant concerning the form and amount of the fire insurance coverage maintained by the City. Tenant and any of its independent contractors shall be responsible for providing insurance for any personal property brought onto the Premises..

B. All policies of insurance and all renewals thereof shall be approved as to form and sufficiency by the City's Risk Manager and shall be issued by good and responsible companies qualified to do and doing business in California and rated A VII or better in the most recent version of Best's Insurance Guide. Each of the required insurance coverage's except for workers compensation (i) shall name Landlord and each of its Affiliates as additional insured and, with respect to casualty insurance, as their respective interests may appear and (ii) shall provide that it may not be canceled or altered by the insurer in such manner as to adversely affect the coverage unless thirty (30) days' prior notice is given by certified mail to the City at the address set forth in Subsection G below, or to such place as Landlord may from time to time designate in a notice to Tenant.

C. An original certificate of each policy of insurance shall be delivered to Landlord prior to the date the Property is delivered to Tenant and from time to time during the Term. If Tenant shall fail to procure or maintain any insurance required hereunder or shall fail to furnish to Landlord any duplicate policy or certificate, the City may obtain such insurance; and any premium or cost paid by the City for such insurance shall be reimbursed by Tenant promptly upon the City's demand. Tenant shall make good faith efforts to ensure that at least sixty (60) days prior to the expiration of any such policy, an extension endorsement showing that such insurance coverage has been or will be renewed or extended shall be delivered to Landlord and if, despite such good faith efforts, such extension endorsement cannot be timely delivered, Tenant shall cause to be delivered to Landlord within said time other reasonable documentary evidence of renewal of coverage and shall continue exercising diligent efforts to deliver to Landlord the required extension endorsement. If such coverage is canceled or reduced, Tenant, within ten (10) days after receipt of written notice of such cancellation or reduction in coverage but in no event later than the effective date of cancellation or reduction, shall deliver to Landlord a certificate showing that the required insurance has been reinstated or provided through another insurance company(ies). Upon Tenant's failure to so deliver such certificate, Landlord may, without further notice and at its option, (1) exercise Landlord's rights as provided in this Lease or (2) procure such insurance coverage at Tenant's expense and Tenant shall promptly reimburse Landlord for such expense.

D. If any of the insurance required in this Paragraph 21 is provided under a claims made form of policy, Tenant shall maintain such coverage continuously throughout the Term and without lapse for a period of not less than five (5) years beyond the termination of this Lease, to the effect that should occurrences during the Term give rise to claims made after termination of this Lease, such claims shall be covered by such claims-made policies.

E. Each of Tenant's property insurance policies insuring Tenant's property shall include a waiver of the insurer's right of subrogation against Landlord.

F. Tenant hereby releases Landlord with respect to any claim (including a claim for negligence) which Tenant might otherwise have against Landlord for loss, damage or destruction of Tenant's property occurring during the Term to the extent to which Tenant is insured under a policy(ies) containing a waiver of subrogation. If, notwithstanding the recovery of insurance proceeds by Tenant for such loss, damage or destruction, Landlord is liable to Tenant with respect thereto or is obligated under this Lease to make replacement, repair, restoration or payment, then (provided Tenant's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected) the amount of the net proceeds of the Tenant's insurance against such loss, damage or destruction shall be offset against Landlord's liability to Tenant therefore or shall be made available to Landlord to pay for replacement, repair or restoration, as the case may be. Nothing contained herein shall relieve either party of any duty to repair, restore or rebuild imposed elsewhere in this Lease or shall nullify any abatement of rent provided for elsewhere in this Lease.

G. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Lease, Tenant shall immediately notify the Landlord's Risk Manager. If any accident occurs in connection with this Lease, Tenant shall promptly submit a written report to Landlord, in such form as the Landlord may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Tenant's subtenant, if any; 3) name and address of Tenant's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Landlord's equipment, tools or materials were involved. Tenant shall forward all insurance documents to:

City of Marina
Office of City Manager
211 Hillcrest Avenue
Marina, CA 93933

22. DEFAULT

The occurrence of any one of the following shall constitute an event of default on the part of Tenant:

A. Failure To Use Premises. Failure to use the Premises as specified in Paragraph 7.

B. Nonpayment of Rent. Failure to pay any installment of rent or any other sum due and payable hereunder upon the date when such payment is due, such failure continuing for a period of five (5) days after written notice of such failure.

C. Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease, such failure having continued for thirty (30) days after notice of such failure from Landlord or such longer period as is reasonably necessary to remedy such default, provided that Tenant has commenced to remedy the default within such thirty (30) day period and shall continuously and diligently pursue such remedy until such default is cured.

D. General Assignment. A general assignment by Tenant for the benefit of creditors.

E. Bankruptcy. The filing of a voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty

(30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and to continue to perform the obligations of Tenant hereunder, such trustee or Tenant, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant hereunder outstanding as of the date of affirmance and shall provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations hereunder. Any transferee (by operation of law or otherwise) must provide Landlord with adequate assurance of its future performance under this Lease. In the event of Tenant's bankruptcy, insolvency or reorganization, the parties specifically intend that the actions of the trustee or Tenant in assuming and/or assigning this Lease shall be governed by Section 365 of Title 11 of the United States Code applicable to shopping center leases.

F. Receivership. The employment of a receiver to take possession of all or substantially all of tenant's assets in the premises.

G. Insolvency. The attachment, execution or other judicial seizure of all or substantially all of tenant's assets in or on the premises; the admission by tenant in writing of its inability to pay its debts as they become due; the filing by tenant of a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation; the filing by tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against tenant in any such proceeding or if, within thirty (30) days after the commencement of any proceeding against tenant seeking reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation, such proceeding shall not have been dismissed.

23. REMEDIES UPON DEFAULT

A. Termination. In the event of the occurrence of any event of default, Landlord shall have the right immediately to terminate this Lease by written notice and at any time thereafter to recover possession of the Premises or any part thereof and to expel and remove Tenant, any other person or party occupying the same and all Premises located therein, by any lawful means and to reenter the Premises without prejudice to any of the remedies that Landlord may have under this Lease or under law or equity.

B. Continuation After Default. In the event of any default, this Lease shall continue in effect for so long as Landlord does not terminate this Lease under subparagraph A above. In such case, Landlord may enforce all its rights and remedies under this Lease, including without limitation, the right to recover rent as it becomes due, and all of its rights and remedies under law. Acts of maintenance, preservation, efforts to relet the Premises for Tenant's account or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate this Lease or Tenant's right to possession.

C. Damages Upon Termination. Should Landlord terminate this Lease pursuant to subparagraph A above, in addition to any other rights and remedies to which it may be entitled under applicable law, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent and other amounts which had been earned at the time of termination; plus (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rent loss that Tenant proves reasonably could have been avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such

rent loss that Tenant proves reasonably could be avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would likely result therefrom, including without limitation, the costs and expenses (including brokerage commissions and advertising costs) incurred by Landlord, with or without terminating the Lease, (1) in retaking possession of the Premises; (2) in cleaning and making repairs and alterations to the Premises reasonably necessary to return the Premises to good condition for the use permitted by this Lease and otherwise to prepare the Premises for reletting; (3) in removing all persons and personal property from the Premises and transporting and storing any of Tenant's personal property left at the Premises, although Landlord shall have no obligation to remove, transport, or store any of such personal property; and (4) in reletting the Premises for such term, at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; plus (v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under California law. The "worth at the time of award" of the amounts referred to in (i) and (ii) shall be computed with interest at the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Computation of Rent For Purposes of Default. For purposes of computing unpaid rent which would have accrued and become payable pursuant to subparagraph C above, unpaid rent shall include the total rent for the balance of the term of the Lease.

E. Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and not alternative to the extent permitted by law and except as otherwise specifically provided herein.

F. No Waiver. Landlord's waiver of any breach of a covenant or condition hereof, or Landlord's failure to declare any default immediately upon occurrence thereof or a delay in taking any action in connection therewith shall not waive such breach or such covenant or condition or any subsequent breach thereof. The subsequent acceptance of rent or other monies by Landlord shall not be deemed a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular rent or other sum so accepted, regardless of Landlord's knowledge of such default at the time of its acceptance of rent.

G. No Right of Redemption. Tenant waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179 or any other present or future law in the event Tenant is evicted or Landlord takes possession of the Premises by reason of Tenant's default.

24. ENVIRONMENTAL OBLIGATIONS

A. Tenant shall not, without Landlord's prior written consent (which consent may be granted or denied in Landlord's sole discretion), install, bring into or release or discharge in, on, under, around, or from the Premises any (i) asbestos-containing materials, (ii) electrical transformers, fluorescent light fixtures with ballasts or other equipment containing PCB's or (iii) materials which constitute hazardous, extremely hazardous or toxic materials under the Resource Conservation and Recovery Act, the California Hazardous Waste Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 or any other applicable law or regulation concerning hazardous or toxic materials, (collectively "Hazardous Materials") and has not done so prior to the effective date of this Lease. Any Hazardous Substances which are used, stored, treated, disposed of or released from the Premises by Tenant or its representatives, agents, employees

or invitees, shall be used, stored, treated, released and disposed of in accordance with all applicable laws and regulations.

B. If Tenant knows or has reasonable cause to believe that any Hazardous Substance has been released on or beneath the Premises, Tenant shall immediately notify the City Manager and promptly give written notice of same to Landlord. If Tenant knows or has reasonable cause to believe that such substance is an imminent and material danger to public health or safety, Tenant shall take all actions necessary to alleviate such danger. Tenant shall provide to Landlord as promptly as possible, and in any event within five business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof and concerning Hazardous Materials. Tenant shall not negotiate or enter into any settlement agreement, consent decree or other compromise in respect of Hazardous Materials affecting the Premises or the Premises without first giving Landlord prior written notice and full opportunity to appear, intervene or otherwise protect Landlord's rights and interests.

C. Without limitation of the provisions of Paragraph 15 hereof, Tenant shall indemnify, defend and hold Landlord and its affiliates harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Lease as a result of the handling of Hazardous Materials on the Premises, or by Tenant, its agents or invitees, including without limitation, all costs of monitoring, investigating, and remediation of the same, damages for diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of any such space and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees. This indemnification by Tenant includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work requested by Landlord or required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater in, on or under the Premises or in any improvements. Without limiting the foregoing, if the presence of any Hazardous Materials, on, under or about the Premises caused or permitted by Tenant results in any contamination of the Premises or, Tenant, at its sole expense, promptly shall take all action that is necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Materials in, on, under or about the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions could not potentially have any material adverse effect upon the Premises. Tenant's obligations under this Paragraph C shall survive the expiration or termination of this Lease.

25. CHANGES BY LANDLORD

A. The description of the Premises and the location of any Premises utility system(s), including without limitation electrical, plumbing, shall be subject to such minor changes as Landlord determines to be necessary or desirable in the course of any construction performed by or under the authorization of Landlord. No such changes shall invalidate or affect this Lease. Landlord shall effect such changes using reasonable efforts not to disturb Tenant's business. Tenant shall have no claim against Landlord for abatement of rent or loss of business as a result of any such disturbance.

B. Landlord shall have the right in its sole discretion to, among other things, change permitted land uses, install, maintain and remove public improvements, change the arrangement, character, use or location of entrances or passageways, walkways, streets, sidewalks, parking areas, stairs, landscaping, toilets,

and other facilities.. None of the foregoing shall be deemed an actual or constructive eviction of Tenant, nor shall it entitle Tenant to any reduction of rent hereunder or result in any liability of Landlord to Tenant; provided, however, Landlord shall not unreasonably obstruct or interfere with access to or the lines of sight toward the Premises.

26. LANDLORD'S RIGHT TO CURE All covenants to be performed by Tenant shall be performed at Tenant's sole cost and expense and without abatement of rent. Without limiting Landlord's rights under any other provision of this Lease, if Tenant shall fail to pay any sum of money or shall fail to perform any other act and such failure shall have become an event of default under Paragraph 19, Landlord, without waiving or releasing Tenant from any of its obligations, may make (but shall not be obligated to make) any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent and shall be payable to Landlord immediately upon Landlord's written demand.

27. EMINENT DOMAIN

A. If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken on the earlier of the dates that title vests in the condemning authority or such authority takes possession of the Premises. In the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to the other party within thirty (30) days after such date of taking; provided, however, that Tenant shall have no right to terminate this Lease unless the portion of the Premises taken shall be of such extent and nature as substantially to impede or impair Tenant's use of the balance of the Premises. In the event of any such taking, Landlord shall be entitled to all compensation, damages, income, rent, awards and interest that may be paid or made in connection with such taking. Tenant shall have no claim against Landlord for the value of any unexpired Term; however, Landlord shall cooperate with Tenant if Tenant seeks to recover, at its sole expense, proceeds or awards paid to compensate for damage to the Tenant's business. Any such amounts recovered shall belong to Tenant.

B. If any part of the Premises shall be so taken and this Lease shall not be terminated, then this Lease shall continue in full force and effect, except that the Rent shall be reduced in the same proportion that the rentable area of the Premises taken bears to the original rentable area of the Premises. Landlord, upon receipt of the award, shall make all necessary repairs and alterations (exclusive of Tenant's trade fixtures, furniture, furnishings, personal property and contents) to restore the portion of the Premises remaining to as near its former condition as the circumstances will permit and to restore the Building to the extent necessary to constitute the portion of the Building not so taken a complete architectural unit. Landlord, in any event, shall not be required to spend for such repairs and alterations an amount in excess of the amount received by Landlord as damages for the taking of such part of the Premises and/or Building; and Tenant, at its sole cost and expense, shall make all necessary repairs and alterations to Tenant's trade fixtures, furniture, furnishings, personal property and contents.

C. As used herein, the "amount received by Landlord" shall mean that portion of the award received by Landlord as damages from the condemning authority which is free and clear of all prior claims or collections by Landlord and less reasonable attorneys' and appraisers' fees and expenses.

28. SUBORDINATION

A. This Lease shall be subject and subordinated to (i) all ground or underlying leases which have been or may hereafter be executed affecting the Premises, (ii) any Declaration of Covenants, Conditions and

Restrictions now or hereafter recorded affecting , all without the necessity of having further instruments executed on behalf of Tenant to effectuate such subordination.

B. Tenant agrees to execute and deliver upon demand such further instruments or documents as may reasonably be required by Landlord to evidence any such subordination of this Lease. Tenant hereby constitutes and appoints Landlord, as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instrument(s) on behalf of Tenant.

29. RISK OF LOSS

Tenant bears all risk of loss under this Lease.

30. CONFORMITY WITH LAW AND SAFETY

A. Tenant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the activities of Tenant hereunder, including the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all applicable federal, state, municipal and local regulations relating to health, safety, noise, environmental protection, waste disposal, Hazardous Materials, water and air quality. All activities conducted by Tenant on the Premises must be in accordance with these laws, ordinances, codes and regulations. Tenant shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

B. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Lease, Tenant shall immediately notify the City's Manager. If any accident occurs in connection with this Lease, Tenant shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Tenant's liability insurance carrier; and 3) a description of the accident, including if any of City's equipment, tools or materials were involved.

31. INSPECTION BY CASP

As of the date of this Lease, the Premises has not been inspected by a Certified Access Specialist and has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code 55.53. Tenant understand that h the exception of: (1) an Americans with Disabilities Act (ADA) compliant path of travel from the public way to inside the building, including common area; and the ADA compliant restroom on the first floor of building PO 1637, City makes no representation concerning the Premises compliance with the ADA. Tenant is solely responsible for determining whether or not its intended use of Building PO 1637 will be or is in compliance with the ADA. The parties acknowledge that certain portions of Building PO 1637 remain inaccessible for some disabled individuals. Upon the Effective Date of this Agreement Tenant shall be responsible for the Premises compliance with the ADA and Tenant shall hold Landlord harmless for any liability loss, damages, or claim arising out of or related to compliance with the ADA.

32. INDEPENDENT CAPACITY

For purposes of this Lease, and for the duration of this Lease, Tenant and its agents and employees shall be, and are, an independent contractors and not an agent or employee of the City. Tenant has and shall

retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Tenant in the performance of this Lease. Tenant shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security withholding taxes and all regulations governing such matters, and shall be solely responsible for its own acts and those of its agents and employees.

33. NON-DISCRIMINATION In the performance of this Lease, Tenant agrees as follows:

Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

34. CONFLICT OF INTEREST PROHIBITED

A. In accordance with Government Code section 1090, neither Tenant nor any employee, officer, director, partner or member of Tenant, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Lease.

B. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq., no person who is a director, officer, partner, trustee, employee or consultant of the Tenant, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City commission, board or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Tenant.

C. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, Government Code section 1090.

35. SETOFF AGAINST DEBTS

Tenant agrees that City may deduct from any payments due to Tenant under this Lease any monies that Tenant owes City under any ordinance, Lease or resolution for any unpaid taxes, fees, Leases, unpaid checks or other amounts.

36. GOVERNING LAW

This Lease shall be deemed to have been executed in Monterey County. The laws of the State of California, excluding its conflict of laws rules, shall govern the formation, interpretation and performance of this Lease. Venue for all litigation relative to the formation, interpretation and performance of this Lease shall be in Monterey County, California.

37. AMENDMENTS

The terms of this Lease shall not be altered or otherwise modified except by a written amendment to this Lease executed by City and Tenant.

38. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I D NUMBER

Tenant has obtained a City business Lease as required by Marina Municipal Code. Chapter 5.08, Tenant shall pay all state and federal income taxes and any other taxes due.

39. SEVERABILITY

If any part of this Lease or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this Lease which can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared to be severable.

40. WAIVER

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Lease or a waiver of any other default of Tenant.

41. EFFECT ON SUCCESSORS AND ASSIGNS

This Lease shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

42. UNAVOIDABLE DELAYS

A. In the event that Tenant or Landlord is delayed, directly or indirectly, from the performance of any act or thing required to be done or performed under the terms or conditions hereof by acts of the other party to this Lease, acts of God, fire, floods, inclement weather, unavoidable governmental action, strikes or labor difficulties of any and all kinds, shortages of or delay in the delivery of materials, acts of war, riot and civil commotion, or by any other cause beyond the reasonable control of Tenant or Landlord, as the case may be, such failure shall not be deemed to be a breach of this Lease or a violation of any such covenants or conditions and the time within which Tenant or Landlord must perform any such act shall be extended by a period of time equal to the period of delay arising from any of such causes.

B. Notwithstanding any provision of this Paragraph 42 or any other provision of this Lease to the contrary, it is understood and agreed that there shall be no abatement of, or delay in the commencement of, or payment of any sum due to Landlord under this Lease

43. TIME OF THE ESSENCE

Time is of the essence of each and every covenant and condition of this Lease.

45. ENTIRE AGREEMENT

A. The terms and conditions of this Lease, all exhibits attached and any documents expressly incorporated by reference, represent the entire agreement between the parties with respect to this Lease. This Lease shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and Tenant. No other agreement, statement, or promise relating to this Lease shall be valid or binding except by a written amendment to this Lease.

B. If any conflicts arise between the terms and conditions of this Lease and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Lease shall control.

46. EXECUTION IN COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same document.

IN WITNESS WHEREOF, City and Tenant acknowledge that they have read and understand this Lease, to be effective on the date first written above and hereby execute this Lease.

CITY OF MARINA,
a municipal corporation

JOBY AERO, INC
a Delaware corporation

By: _____
Bruce C. Delgado, Mayor

By: _____
Name:
Its:

Dated: _____

Dated: _____

(Pursuant to Reso. 2022-_____)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Legal Counsel for the City

EXHIBITS
[TO BE ADDED]

EXHIBIT A

DEPICTION OF THE [INITIAL] LEASEHOLD
WEST LIEN-TO AND WEST BAY

EXHIBIT B

DEFINITION OF HAZARDOUS MATERIALS

EXHIBIT C

ARMY CORPS OF ENGINEERS ASBESTOS SURVEY REPORT

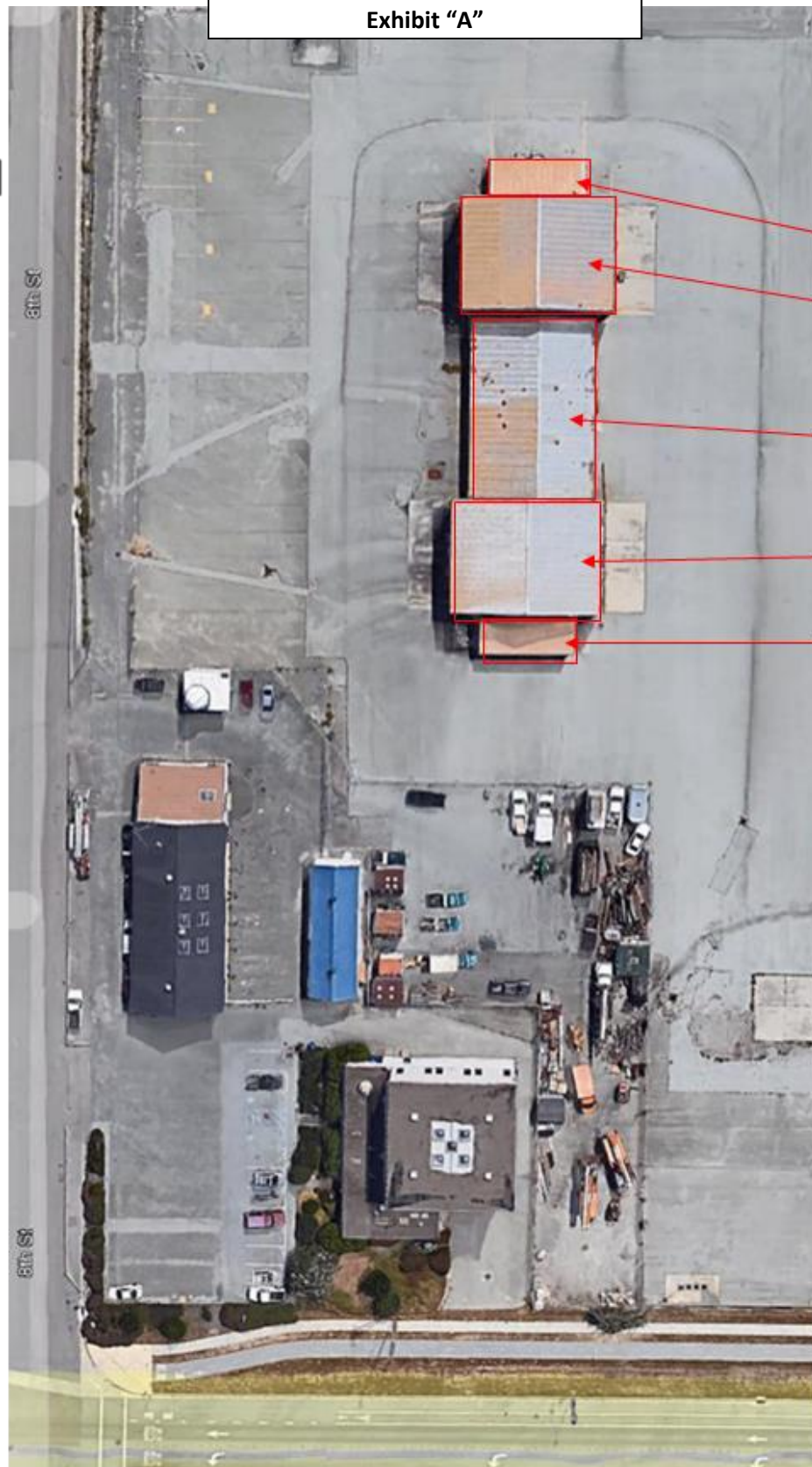


Exhibit "A"

East Lean-to

East Bay

Center Office
Section

West Bay

West Lean-to

EXHIBIT B

HAZARDOUS MATERIALS

“Hazardous Materials” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

“Environmental Laws” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

BUILDING SUMMARY

BUILDING P01637

Date(s) of Survey	12/12/91
Estimated Date of Construction	1985
Building Usage	Vehicle Maintenance Shed
Total Gross Square Footage	12,536 Sq. Ft.
Building Type	Concrete Block
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$18,779
• Cost per Square Foot Including Additive Items (CWE)	\$1.50
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Floor Tile Mastic

WORK ITEM INVENTORY

BLDG. WORK	DEI	CONSTR.	TYPE OF	ESTIMATED	DESCRIPTION	FRIABILITY	ACTION	CONTRACTOR
IN	RATING	YEAR	MATERIAL	QUANTITY	LOCATION			COST
P01637 1	13	N/A	Floor Tile Mastic	1,030 SF	1st Flr Various Locations	Nonfriable	O&M	\$0

NOTE: No samples were taken from the roof because it was composed of metal.

FINDINGS: Nonfriable asbestos-containing floor tile mastic associated with 12" x 12" white resilient floor tile in offices 2, 7, 9, and 10 and the storeroom adjacent to office 2 was in good condition. No asbestos was detected in the resilient floor tile. This material is protected by the floor tile and does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 2, 4]

RECOMMENDATIONS: Inspect biannually as part of O&M. Prohibit any disturbance including sanding, chipping or the use of corrosive cleaning chemicals on this material which may cause generation of airborne asbestos fibers. For all O&M, repair or removal activities, floor tile associated with the mastic must be considered asbestos-contaminated. Should this material be removed, delete this work item from the O&M. Use asbestos-free materials for any replacement.

Additive cost for optional removal and replacement of this material is \$14,370.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

WORK ITEM INVENTORY

WLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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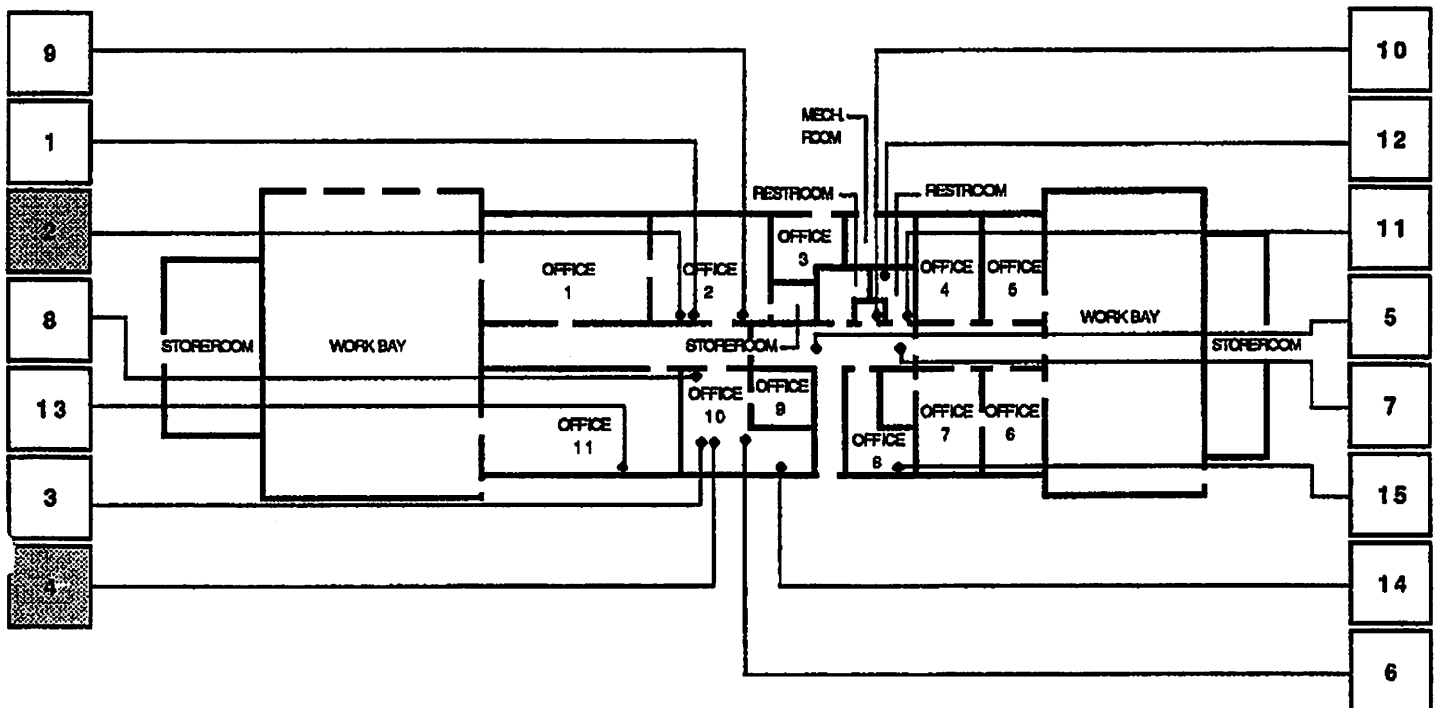
**WORK ITEM SUMMARY
BUILDING P01637**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

P01637	13	N/A	Floor Tile Mastic	1,030 SF	1st Flr Various Locations	Nonfriable	O&M	\$0
1								

\$0

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION**



**BUILDING P01637
FIRST FLOOR PLAN
NOT TO SCALE**



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
P01637	1	Resilient Floor Tile (12" x 12") White	1,030 SF	1	Office	N		N/D		
P01637	2	Floor Tile Mastic Black	1,030 SF	1	Office	P	Chrysotile	10	Nonfriable	None
P01637	3	Resilient Floor Tile (12" x 12") White	(R1)	1	Office	N		N/D		
P01637	4	Floor Tile Mastic Black	(R2)	1	Office	P	Chrysotile	15	Nonfriable	None
P01637	5	Acoustic Panel (2' x 4') White	1,770 SF	1	Corridor	N		N/D		
P01637	6	Acoustic Panel (2' x 4') White	(R5)	1	Office	N		N/D		
P01637	7	Acoustic Panel (2' x 4') White	(R5)	1	Corridor	N		N/D		
P01637	8	Baseboard Mastic Brown	160 LF	1	Office	N		N/D		
P01637	9	Baseboard Mastic Brown	(R8)	1	Office	N		N/D		
P01637	10	Wallboard Painted	1,730 SF	1	Janitor's Closet	N		N/D		
P01637	11	Wallboard Painted	(R10)	1	Restroom	N		N/D		
P01637	12	Wallboard Painted	(R10)	1	Restroom	N		N/D		
P01637	13	Joint Compound Painted	1,730 SF	1	Office	N		N/D		

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
P01637	14	Joint Compound Painted	(R13)	1	Office	N		N/D		
P01637	15	Joint Compound Painted	(R13)	1	Office	N		N/D		

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

CURRENT WORKING ESTIMATE (CWE)

UNIT COST ESTIMATE SUMMARY

DATE PREPARED: 4/30/92

SHEET 1 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 01637
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY):

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	RECOMMENDED ACTION	ESTIMATED QUANTITY	UNIT	COST BREAKDOWN	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	O&M	1,030	SF	ABATEMENT	0.00	0
					REPLACEMENT	0.00	0
					ADDITIVE REMOVAL	5.80	5,974
					ADDITIVE REPLACEMENT	3.50	3,606

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

CURRENT WORKING ESTIMATE (CWE)

UNIT COST ESTIMATE SUMMARY

DATE PREPARED: 4/30/92

SHEET 2 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 01637
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

COSTS FOR BUILDING P01637 : DIRECT COST		CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	CONTRACTOR COST	
ABATEMENT	\$0	\$0	\$0	
REPLACEMENT	\$0	\$0	\$0	\$0
ADDITIVE REMOVAL	\$5,974	\$2,987	\$8,961	
ADDITIVE REPLACEMENT	\$3,606	\$1,803	\$5,409	\$14,370

RECOMMENDED ITEMS:

Building P01637 Contractor Cost		\$0
INDEPENDENT MONITORING (CONTRACT)	10%	\$0
SITE & UTILITIES		\$0
Total Contract Cost		\$0
Contingencies During Construction	10%	\$0
Subtotal		\$0
Supervision & Administration	8%	\$0
Total Construction		\$0
SUB-ALLOTMENT		\$0
Total CWE Without Additives		\$0

ADDITIVE ITEMS:

Building P01637 Additive Contractor Cost		\$14,370
INDEPENDENT MONITORING (CONTRACT)	10%	\$1,437
Total Additive Contract Cost		\$15,807
Contingencies During Construction	10%	\$1,581
Subtotal		\$17,388
Supervision & Administration	8%	\$1,391
Total Additives CWE		\$18,779

Total CWE Including All Additives

\$18,779

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

UNIT COST ESTIMATE

DATE PREPARED: 4/30/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 01637
ASBESTOS MATERIAL ABATEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	O&M	1,030	SF	0.00	0

DIRECT COST	\$0
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	\$0
CONTRACTOR COST - ABATEMENT	\$0

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

UNIT COST ESTIMATE

DATE PREPARED: 4/30/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 01637
ABATED MATERIAL REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	Replacement	1,030	SF	0.00	0

DIRECT COST	\$0
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	\$0
CONTRACTOR COST - REPLACEMENT	\$0

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

UNIT COST ESTIMATE

DATE PREPARED: 4/30/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 01637
ADDITIVE ASBESTOS MATERIAL REMOVAL
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY):

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	Additive Removal	1,030	SF	5.80	5,974

DIRECT COST	\$5,974
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	<u>\$2,987</u>
CONTRACTOR COST - ADDITIVE REMOVAL	\$8,961

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING P01637**

UNIT COST ESTIMATE

DATE PREPARED: 4/30/92

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 01637
ADDITIVE ABATED MATERIAL REPLACEMENT
LOCATION: FORT ORD, CALIFORNIA
ARCHITECT/
ENGINEER: DIAGNOSTIC ENGINEERING INC.

BASIS FOR ESTIMATE

☒ CODE A (NO DESIGN)
☐ CODE B (PRELIMINARY DESIGN)
☐ CODE C (FINAL DESIGN)
☐ OTHER (SPECIFY): _____

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

ITEM NO.	DESCRIPTION	ACTION	ESTIMATED QUANTITY	UNIT	UNIT COST (\$)	DIRECT COST (\$)
W.I. 1	Floor Tile Mastic	Additive Replacement	1,030	SF	3.50	3,606

DIRECT COST	\$3,606
CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)	<u>\$1,803</u>
CONTRACTOR COST - ADDITIVE REPLACEMENT	\$5,409

April 13, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 19, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING AN UPDATED AGREEMENT, WORK PLAN AND BUDGET FOR
ACCESS MONTEREY PENINSULA (AMP) FOR PUBLIC, EDUCATION AND
GOVERNMENT (PEG) BROADCASTING SERVICES FOR FY 2022-2023, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY, AND AUTHORIZING FINANCE DIRECTOR TO
MAKE THE NECESSARY BUDGETARY AND ACCOUNTING ENTRIES AND
APPROPRIATE PAYMENTS TO AMP, AND PROVIDE STAFF WITH
FURTHER DIRECTION IN THE MATTER**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving the updated agreement, work plan and budget for Access Monterey Peninsula (AMP) for public, education and government (PEG) broadcasting services for FY 2022-23; and,
2. Authorizing the City Manager to execute the agreement on behalf of the City; and,
3. Authorizing the Finance Director to make the necessary budgetary and accounting entries and appropriate payments to Access Monterey Peninsula.

BACKGROUND:

At the regular meeting of September 21, 2010, the City Council adopted Resolution No. 2010-158 approving an Agreement between the City of Marina and Access Monterey Peninsula (AMP).

Pursuant to the Agreement, AMP operates three Public, Education and Government (PEG) broadcasting channels and provides related broadcasting services to the City of Marina. The channels feature content from the public, educational and government segments of the Marina community as well as on-screen listings of community events.

Currently, City Council and some City Commission meetings (prior to COVID) are presented live with repeat broadcasts over the Marina City channel. In addition, live Internet streaming of the Marina City channel is available as a parallel broadcast service with a Windows Media web stream generated from AMP's servers. On-demand playback of all meetings televised on the Marina City channel is available on the Internet as streaming video as well.

At the regular meeting of October 19, 2010, the City Council adopted Ordinance No. 2010--05, adding Chapter 5.56 to the Marina Municipal Code, implementing provisions of the Digital Infrastructure and Video Competition Act (DIVCA).

Effective with the expiration on October 20, 2012 of the existing franchise with the incumbent cable provider, currently Comcast, all state franchise holders operating within the City shall pay to the City a PEG Support Fee in the amount of 2.8% of gross revenues. The PEG Support Fee shall be used for PEG purposes, in a manner that is consistent with federal and state law

Per the prior Agreement, on or before April 30 of each year, AMP is required to provide to the City, for City Council consideration and approval, an Annual Plan and Budget outlining activities and programs planned for the next fiscal year. This agreement is expired and is in need of renewal.

ANALYSIS:

The City wishes to provide a Public Educational and Government (PEG) channel pursuant to Chapter 5.56 State Video Franchise. Since 2010, the City has contracted with Access Monterey Peninsula (AMP), a PEG management entity serving cities on the Monterey Peninsula, to provide PEG access programming and services. The City wishes to continue to utilize AMP to serve as the access management organization to operate and manage PEG access, and be the recipient of those PEG access channels, funding, and resources provided by video service providers pursuant to DIVCA and the City Code. AMP has agreed to serve the City, and the community, by managing the Community Media Center and providing PEG access programming, and services in a manner consistent with applicable law and best practices.

The Agreement with AMP to provide PEG services to the City of Marina has expired and the services have continued to be provided under the terms of the 2010 Agreement. It is now necessary to update the Agreement to ensure that it is up to date. City staff and AMP representatives have drafted the updated Agreement found in **EXHIBIT “A”**.

The updated Agreement calls for AMP to submit its proposed Work Plan and Budget Annually. This Work Plan shall contain the required information, as follows:

1. A statement of anticipated number of hours of local original PEG access programming;
2. Training classes to be offered and frequency of classes;
3. Public meeting coverage;
4. Other access activities planned by AMP; and
5. A detailed operating and capital equipment and facilities budget.

The Work Plan and Budget for FY 2022-23 included as **EXHIBIT “B”**. Under the Work Plan, AMP proposes to continue the current services. AMP will provide live coverage and replays on cable TV systems operating in Marina of all official meetings of the City Council, Planning Commission and other boards and commissions held in the Council Chambers. AMP will also continue to provide a streaming internet channel simulcast of the cable TV channel as well as on-demand delivery of replays of televised meetings. AMP estimates that it will provide 180 hours of government programming and 100 hours of public access programming. Classes and trainings will be organized for the City staff as requested/as needed. These may include: equipment/camera usage, social media best practices, use of hybrid technology, Zoom best practices, etc. Classes may also be organized for the public and may include a media training series for kids with a focus on ocean conservation.

PEG fees may only be used for capital expenditures pursuant to federal law, therefore, City PEG fees will not be used for operations. Instead, City PEG fees will be used by AMP solely for capital uses with operations relating to the City services paid from unrestricted funds, as explained in the Work Plan and Budget.

Once the City Council considers and approves the proposed Plan and Budget, the necessary funds will be provided to AMP on a quarterly basis (schedule coincides with PEG fee payments paid by the cable companies and received by the City).

Further, there is approximately \$47,000 in fund balance in the PEG Fund 210 (28-291) that may be used in addition to fund capital items such as Audio Video Upgrades in the City Council Chambers.

Proposed Budget FY 2022-2023

1. The proposed budget requires AMP Media to operate a centralized media center and broadcast facility as defined in the Operational Service Plan.
2. For FY 2022-2023, AMP Media is requesting a 100% pass-through of PEG funds accrued during the fiscal year, with the understanding that all funds received by AMP Media from the City are restricted to capital costs, per DIVCA requirements.
3. The proposed budget assumes approximately 280 hours of local, original PEG access programming specific to the City comprised of the following:
 - 180 hours of government and City related programming.
 - 100 hours of public access programming.
4. Based on forecasted receipts expected by the end of this fiscal year from the City, AMP Media anticipates receiving approximately \$120,000 in FY 2022-2023. With this assumption, the expenditure budget has been developed to ensure revenues meet expenses.

FISCAL IMPACT:

Should the City Council approve this request, the City will continue to receive PEG fees which must be used for to facilitate PEG access to the cable system. The adopted FY 2022-23 budget for PEG revenues and expenditures will be consistent with the approved Work Plan and Budget.

Based upon the AMP Work Plan and Budget, AMP will be using City PEG fees solely for capital expenditures.

CONCLUSION:

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

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AN UPDATED AGREEMENT, WORK PLAN AND BUDGET FOR ACCESS MONTEREY PENINSULA (AMP) FOR PUBLIC, EDUCATION AND GOVERNMENT (PEG) BROADCASTING SERVICES FOR FY 2022-2023, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGETARY AND ACCOUNTING ENTRIES AND APPROPRIATE PAYMENTS TO AMP, AND PROVIDE STAFF WITH FURTHER DIRECTION IN THE MATTER

WHEREAS, at the regular meeting of September 21, 2010, the City Council adopted Resolution No. 2010-158 approving an Agreement between the City of Marina and Access Monterey Peninsula (AMP), and;

WHEREAS, pursuant to the Agreement, AMP operates three Public, Education and Government (PEG) broadcasting channels and provides related broadcasting services to the City of Marina. The channels feature content from the public, educational and government segments of the Marina community as well as on-screen listings of community events, and;

WHEREAS, currently, City Council and some City Commission meetings are presented live with repeat broadcasts over the Marina City channel, and;

WHEREAS, live Internet streaming of the Marina City channel is available as a parallel broadcast service with a Windows Media web stream generated from AMP's servers and on-demand playback of all meetings televised on the Marina City channel is available on the Internet as streaming video as well, and;

WHEREAS, at the regular meeting of October 19, 2010, the City Council adopted Ordinance No. 2010-05, adding Chapter 5.56 to the Marina Municipal Code, implementing provisions of the Digital Infrastructure and Video Competition Act (DIVCA), and;

WHEREAS, effective with the expiration on October 20, 2012 of the existing franchise with the incumbent cable provider, currently Comcast, all state franchise holders operating within the City shall pay to the City a PEG Support Fee in the amount of 2.8% of gross revenues, and;

WHEREAS, the PEG Support Fee shall be used for PEG purposes, in a manner that is consistent with federal and state law, and;

WHEREAS, the Agreement with AMP to provide PEG services to the City of Marina has expired and the services have continued to be provided under the terms of the 2010 Agreement. It is now necessary to update the Agreement to ensure that it is up to date. City staff and AMP representatives have drafted the updated Agreement found in **Exhibit "A"**.

WHEREAS, AMP has submitted its proposed Work Plan and Budget for FY 2022-23 which contains the required information (“**Exhibit B**”), and;

WHEREAS, there is approximately \$47,000 in fund balance in this PEG Fund 210 (28-291) that may be used in addition to the services outlined in the attached work plan, and;

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

1. Adopting Resolution No. 2022-, approving the updated agreement, work plan and budget for Access Monterey Peninsula (AMP) for public, education and government (PEG) broadcasting services for FY 2022-23; and,
2. Authorizing the City Manager to execute the agreement on behalf of the City; and,
3. Authorizing the Finance Director to make the necessary budgetary and accounting entries and appropriate payments to Access Monterey Peninsula.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 19th day of May 2022, 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

ORDINANCE NO. 2022 - ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA, ADOPTING
A MILITARY EQUIPMENT POLICY AND ADDING CHAPTER 9.26 TO TITLE 9
“PUBLIC PEACE, MORALS AND WELFARE” OF THE MARINA MUNICIPAL
CODE TO ADOPT A MILITARY EQUIPMENT USE ORDINANCE

WHEREAS, on September 30, 2021, Governor Gavin Newsome signed into law Assembly Bill 481 (“AB 481”), adding Chapter 12.8, “Funding, Acquisition and Use of Military Equipment,” to Division 7 of Title 1 of the Government Code (sections 7070-7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired. Or used; and

WHEREAS, the Marina Police Department is in possession of certain items of equipment that qualify as “military equipment” under AB 481 and further intends to acquire other items of military equipment; and

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released written, military equipment use policy document covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training oversight, and complaint process, applicable to the Department’s use of such equipment; and

WHEREAS, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, the proposed Military Equipment Use Policy, Marina Police Department Policy 707, will safeguard the public’s health, welfare, safety, civil rights, and civil liberties; and

WHEREAS, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS, prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, the Marina Police Department has submitted the proposed Policy to the City Council and has made those documents available on the Police Department’s website for at least 30 days prior to the public hearing concerning the military equipment at issue; and

WHEREAS, the Policy satisfied the requirements of Government Code Section 7070(d); and

WHEREAS, the City Council recognizes that there is a need to enact the restrictions contain in this Ordinance to protect the public health, safety, and welfare; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA
HEREBY ORDAINS AS FOLLOWS:**

Section 1. The City Council having received information required under AB 481 regarding the Marina Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Policy attached hereto **Exhibit A** which shall govern the use of military equipment by the Marina Police Department.

Section 2. A new Chapter 9.26 is added to Title 9 of the Marina Municipal Code to read as follows on the seven (7) pages attached hereto as **Exhibit B:**.

Section 3. The annual military equipment report for each type of military equipment in the Marina Police Department's present inventory as presented to the City Council is attached hereto as **Exhibit C**

Section 4. The City Council finds that the adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Section 5. Any provision of the Marina Municipal Code or appendices thereto *inconsistent* with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 6. This Ordinance shall be in full force and effect thirty (30) days after its final passage, and the Ordinance shall be posted within fifteen (15) days after the adoption.

THE FOREGOING ORDINANCE was introduced following a public hearing held at a regular meeting of the City Council of the City of Marina on April 5, 2022 and will come for adoption as an Ordinance of the City of Marina at a regular meeting of the Council to be held on April 19, 2022.

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Marina Police Department

Marina Police Department Policy Manual

Military Equipment

707.2 POLICY

It is the policy of the Marina Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Marina Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

[Insert attachment here]

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Marina Police Department

Marina Police Department Policy Manual

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

707.6.1 USE IN EXIGENT CIRCUMSTANCES

Marina Police Department participates with the Peninsula Special Response Unit and works closely with local, county, state, and federal partners. In exigent circumstances and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such exigent circumstances, unless such information is confidential or privileged under local, state or federal law.

707.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

Marina Police Department

Marina Police Department Policy Manual

Military Equipment

707.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Chapter: 9.26
“Military Equipment” Use Ordinance

Sections:

9.26.010	Name of Ordinance
9.26.020	Purpose.
9.26.030	Definitions.
9.26.040	Military Equipment Use Policy Requirement
9.26.050	Use In Exigent Circumstances
9.26.060	Reports on the Use of Military Equipment.
9.26.070	Severability

9.26.010 Name of Ordinance.

- A. This Ordinance shall be known as the Military Equipment Use Ordinance.

9.26.020 Purpose.

A. The purpose of this ordinance is to ensure the Police Department’s compliance with California AB 481, which requires California law enforcement agencies to obtain approval of the law enforcement agency’s governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting prior to taking actions relating to the funding, acquisition, or use of military equipment. This ordinance also requires approval for the continued use of military equipment acquired prior to January 1, 2022. This ordinance also allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. (California Government Codes § 7070, § 7071, § 7072.)

9.26.030 Definitions.

- A. “Military equipment” means the following:

- (1) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
- (3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

- (4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- (5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (6) Weaponized aircraft, vessels, or vehicles of any kind.
- (7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
- (8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
- (9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
- (10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
- (11) Any firearm or firearm accessory that is designed to launch explosive projectiles.
- (12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.
- (13) Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).
- (14) The following projectile launch platforms and their associated munitions: 40 mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.
- (15) Any other equipment as determined by a governing body or a state agency to require additional oversight.
- (16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

B. “City” means any department, agency, bureau, and/or subordinate division of the City of Marina,

C. “Police Department” means any division, section, bureau, employee, volunteer and/or contractor of the Marina Police Department.

D. “City Council” means the governing body that is the Marina City Council.

E. “Military Equipment Use Policy” means a publicly released, written document governing the use of military equipment by the Police Department that addresses, at a minimum, all of the following:

- (1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
- (2) The purposes and authorized uses for which the Police Department proposes to use each type of military equipment.
- (3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
- (4) The legal and procedural rules that govern each authorized use.
- (5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the Police Department allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
- (6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
- (7) For the Police Department procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Police Department will ensure that each complaint, concern, or question receives a response in a timely manner. (California Government Codes § 7070.)

9.26.040 Military Equipment Use Policy Requirement.

A. The Police Department shall obtain approval of the City Council, by an ordinance adopting a Military Equipment Use Policy at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) prior to engaging in any of the following:

- (1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
- (2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (4) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the City of Marina.
- (5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council pursuant to this chapter.
- (6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
- (7) Acquiring military equipment through any means not provided by this section.

B. No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Marina Police Department shall commence a City Council approval process in accordance with this section. If the City Council does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted within 180 days of submission of the proposed military equipment use policy to the City Council, the Marina Police Department shall cease its use of the military equipment until it receives the approval of the City Council in accordance with this section.

C. In seeking the approval of the governing body the Police Department shall submit a proposed military equipment use policy to the City Council and make those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

D.. The City Council shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

- (1) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- (2) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties
- (3) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- (4) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

E. The City Council shall review this ordinance at least annually and vote on whether to renew it at a regular meeting held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

9.26.050 Use in Exigent Circumstances

A. Notwithstanding the provisions of this Chapter, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this ordinance.

B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:

- (1) Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstances, unless such information is confidential or privileged under local, state or federal law.
- (2) If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.
- (3) Include the Military Equipment in the Police Department's next annual Military Equipment Report.

9.26.060 Reports on the Use of Military Equipment

A The Police Department shall submit to City Council an annual military equipment report for each type of military equipment approved by City Council within one year of approval, and annually thereafter for as long as the military equipment is available for use.

B. The Police Department shall also make each annual military equipment report available on its internet website for as long as the military equipment is available for use.

C. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the Police Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

D. Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Police Department's funding, acquisition, or use of military equipment. (California Government Codes § 7072 (a))

E The City Council shall determine, based on the annual military equipment report submitted by the Marina Police Department whether each type of military equipment identified in that report has complied with the standards for approval. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Marina Police Department for as long as the Military equipment is available for use. (California Government Codes § 7071 (a) (1)). If the City Council determines that a type of military equipment identified in that annual military equipment

report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

9.26.070 Severability

A. If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.

B. The City Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase or word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

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QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category	
Govt Code §7070(c):	(1) Unmanned, remotely piloted, powered aerial or ground vehicles
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Unmanned, remotely piloted, powered arial and ground vehicles
Quantity (existing/sought):	2-Mavic Mini 2, 1-Mavic Enterprise, 1-Mavic Air 2
Capabilities:	Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Expected lifespan:	5 years
Manufacturer's description:	Unmanned Aircraft System (UAS) comprises an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. The system generally includes a fixed or rotary-wing (tethered or non-thethered) aircraft and a ground control station.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	To enhance the safety of potentially dangerous situations by providing first responders with the ability to monitor video feed from vehicle cameras of hazardous areas prior to, or in lieu of, sending in personnel. UAS/Drone/Arial platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surviellance.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$16,000
Annual costs:	\$1,000
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws. Any use of UAS/Drone platforms will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Procedural:	Marina PD Policies - 612 (UAS Operations)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Marina PD provides internal training for staff members prior to allowing them to operate the UAS(s). Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete training required by FAA COA.
Other:	The Marina PD operates under a COA granted by the FAA.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	MPRSRU Rescue Vehicle (Lenco Bearcat Armored Vehicle)
Quantity (existing/sought):	1 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	Capable of transporting personnel and equipment while providing them with armored protection. Also has a breaching apparatus that can be attached.
Expected lifespan:	10 years
Manufacturer's description:	The Lenco BearCat is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat part of their standard operating procedure. The Bearcat has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The SRU Rescue Vehicle (Lenco Bearcat Armored Vehicle) is intended for use during critical incidents including, but not limited to: (a) Hostage situations; (b) Barricaded subject incidents; (c) Active shooter situations; (d) High risk arrest and search warrants; (e) Any threat of explosive devices; (f) Other situations where ballistic protection is necessary for the protection of personnel. The SRU Rescue Vehicle will not be deployed for situations such as peaceful protests or demonstrations where violence is not threatened toward the public, property or law enforcement personnel. When deploying the vehicle one must consider how its use or misuse could create fear or distrust in the community and take steps to mitigate those negative effects. The SRU Rescue vehicle may be deployed for exhibition at community based events for the purpose of educating and familiarizing the public with its use and purpose.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	400K through UASI grant
Annual costs:	\$1k paid for by PRVNT Funds
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	Marina PD Policies - 614 (High Risk Operations)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	The SRU Rescue Vehicle is driven by approved personnel who have received training in the vehicle's operation. The training includes both classroom and practical driving exercises. Operators also receive scenario based training to include the decision making process as to how it should and should not be deployed. Scenario based training includes constitutional and community policing principles as it relates to SRU Rescue Vehicle deployment. All MPRSRU members are required to complete an initial POST Certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Marina Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Marina Police Department and utilized by MPRSRU SWAT. While the Marina Police Department does not own this equipment, it could be used in Marina by MPRSRU SWAT if they are deployed to an incident within city limits. It may also be used in Marina at community events for educational and familiarization purposes.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Semiautomatic Rifles and Ammunition
Quantity (existing/sought):	6 (existing)
Capabilities:	The Colt AR-15 semiautomatic rifle is capable of firing .223/5.56 mm cal projectile bullet.
Expected lifespan:	15 years
Manufacturer's description:	The Colt AR-15 is a lightweight, magazine-fed, gas-operated semi-automatic rifle. It is a semi-automatic version of the M16 rifle sold for the civilian and law enforcement markets.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: (1) Situations where the member reasonably anticipates an armed encounter. (2) When a member is faced with a situation that may require accurate and effective fire at long range. (3) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower. (4) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. (5) When a member reasonably believes that a suspect may be wearing body armor. (6) When authorized or requested by a supervisor. (7) When needed to euthanize an animal.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	Approximately \$13,000
Annual costs:	Approximately \$680 (ammunition, repair parts, batteries, etc.)
(4) The legal and procedural rules that govern each authorized use	
Legal:	CA Penal Code 33220(b). All other applicable State, Federal and Local laws governing short-barreled rifles and police use of force.
Procedural:	Marina PD Policies - 300 (Use of Force), 312 (Firearms), 424 (Rapid Response and Deployment),
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	CA POST certified 16-hour patrol rifle course & 4 hours annually / qualification annually
Other Notes:	These rifles are standard issue service weapons for Marina PD officers and as a result exempted from the Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document for transparency.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Semiautomatic Rifles and Ammunition
Quantity (existing/sought):	2 (existing)
Capabilities:	The Colt M4 carbine semiautomatic rifle is capable of firing 223/5.56 mm projectile bullet.
Expected lifespan:	15 years
Manufacturer's description:	The Colt M4 carbine is a 5.56×45mm NATO, gas-operated,[b] magazine-fed, carbine, assault rifle developed in the United States during the 1980s. It is a shortened version of the M16A2 assault rifle.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: (1) Situations where the member reasonably anticipates an armed encounter. (2) When a member is faced with a situation that may require accurate and effective fire at long range. (3) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower. (4) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. (5) When a member reasonably believes that a suspect may be wearing body armor. (6) When authorized or requested by a supervisor. (7) When needed to euthanize an animal.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	Approximately \$4,500
Annual costs:	Approximately \$130(ammunition, repair parts, batteries, etc.)
(4) The legal and procedural rules that govern each authorized use	
Legal:	CA Penal Code 33220(b). All other applicable State, Federal and Local laws governing short-barreled rifles and police use of force.
Procedural:	Marina PD Policies - 300 (Use of Force), 312 (Firearms), 424 (Rapid Response and Deployment),
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	CA POST certified 16-hour patrol rifle course & 4 hours annually / qualification annually
Other Notes:	These rifles are standard issue service weapons for Marina PD officers and as a result exempted from the Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document for transparency.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Semiautomatic Rifles and Ammunition
Quantity (existing/sought):	8 (existing)
Capabilities:	The Bushmaster XM15-E2S semiautomatic rifle is capable of firing .223/5.56 mm projectile bullet.
Expected lifespan:	15 years
Manufacturer's description:	The Bushmaster XM15-E2S is a lightweight, magazine-fed, gas-operated semi-automatic rifle. It is a semi-automatic version of the AR-15 rifle sold for the civilian and law enforcement markets.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: (1) Situations where the member reasonably anticipates an armed encounter. (2) When a member is faced with a situation that may require accurate and effective fire at long range. (3) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower. (4) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. (5) When a member reasonably believes that a suspect may be wearing body armor. (6) When authorized or requested by a supervisor. (7) When needed to euthanize an animal.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	Approximately \$17,500
Annual costs:	Approximately \$910 (ammunition, repair parts, batteries, etc.)
(4) The legal and procedural rules that govern each authorized use	
Legal:	CA Penal Code 33220(b). All other applicable State, Federal and Local laws governing short-barreled rifles and police use of force.
Procedural:	Marina PD Policies - 300 (Use of Force), 312 (Firearms), 424 (Rapid Response and Deployment)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	CA POST certified 16-hour patrol rifle course & 4 hours annually / qualification annually
Other Notes:	These rifle is a replacement standard issue service weapons for Marina PD officers and as a result exempted from the Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document for transparency.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
Govt Code §7070(c):	
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	2 (on order 4 - (1) for each police vehicle)
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles.
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40MM Single Shot Launcher, collapsing stock. L140-3/4 – A 40mm single-shot break-open frame launcher with a rifled barrel, collapsible stock and combo rail. Features include: Double-action trigger, trigger lock push button and hammer lock safeties.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	2500 (\$5400 for ordered)
Annual costs:	\$200 (includes sponge projectiles for training)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Marina PD Policies - 312 (Firearms), 308 (Control Devices and Techniques)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Two (2) hours of initial training and (2) hours every (2) years (includes qualification)
Other:	(4) additional single shot launchers will replace the current aged-out less lethal shotguns.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
Govt Code §7070(c):	
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	2 (on order 4 - (1) for each police vehicle)
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles.
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40MM Multi Shot Launcher. PGL65-40 – A 40mm a multi launcher with a rifled barrel, collapsible stock and combo rail. Features include: Double-action trigger, trigger lock push button and hammer lock safeties.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$2,000
Annual costs:	\$200 (includes sponge projectiles for training)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Marina PD Policies - 312 (Firearms), 308 (Control Devices and Techniques)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Two (2) hours of initial training and (2) hours every (2) years (includes qualification)
Other:	(4) additional single shot launchers will replace the current aged-out less lethal shotguns

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT	
AB 481 Category	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
Govt Code §7070(c):	
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	2
Capabilities:	The BolaWrap® is a remote restraint device that discharges a Kevlar® cord to restrain noncompliant individuals from a range of 10-25 feet.
Expected lifespan:	15 years
Manufacturer's description:	The BolaWrap® is a remote restraint device that discharges a Kevlar® cord to restrain noncompliant individuals from a range of 10-25 feet.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$5,200
Annual costs:	\$160 (projectiles for training)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Marina PD Policies - 312 (Firearms), 308 (Control Devices and Techniques)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Two (2) hours of initial training and (2) hours every (2) years (includes qualification)
Other:	

April 15, 2022

Item No. **11(a)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 19, 2022

**CITY COUNCIL CONTINUE DISCUSSION FROM THE JANUARY 25, 2022
CITY COUNCIL MEETING REGARDING UNMET COMMUNITY
FACILITIES, INFRASTRUCTURE, PUBLIC SAFETY & STAFFING NEEDS
AND POSSIBLE FUNDING OPTIONS AND STRATEGIES TO ADDRESS
THESE NEEDS AND PROVIDE DIRECTION TO CITY STAFF.**

REQUEST:

It is requested that the City Council consider:

1. Continuing the discussion from the January 25, 2022 City Council meeting regarding unmet community facilities, infrastructure, public safety & staffing needs and possible funding options and strategies to address these needs and provide direction to city staff.

BACKGROUND:

Included as exhibits are the staff report and presentation from the January 25, 2022 City Council meeting.

ANALYSIS:

The unmet needs discussed in January have not changed. However, since then inflation and the cost of living has increased dramatically. Staff needs to have a discussion and get direction from the City Council regarding the feasibility of a ballot measure to consider a Utility User Tax or General Obligation Bond given the recent changes in the economy.

The City is moving forward with a plan that will address the failing city street infrastructure. Under this plan the City will issue a revenue bond that will pledge Measure X monies and also approximately \$3.5 million of American Rescue Plan Act (ARPA) funds that will provide upfront funding for \$12 to \$13 million dollars in street repairs over the next two years. We expect to be bringing this revenue bond package to the City Council in June.

Respectfully submitted,

Layne Long
City Manager
City of Marina

Honorable Mayor and Members
of the Marina City Council

Special City Council Meeting of
January 25, 2022

**CITY COUNCIL DISCUSSION REGARDING UNMET COMMUNITY
FACILITIES, INFRASTRUCTURE, PUBLIC SAFETY & STAFFING
NEEDS AND POSSIBLE FUNDING OPTIONS AND STRATEGIES TO
ADDRESS THESE NEEDS AND PROVIDE DIRECTION TO CITY
STAFF**

REQUEST:

It is requested the City Council consider:

1. Have a discussion regarding unmet community facilities, infrastructure, public safety & staffing needs and possible funding options and strategies to address these needs and provide direction to city staff.

DISCUSSION:

In October 2021, the final budget for fiscal years 2021/22 and 2022/23 was adopted. As part of the budget process, many public meetings and hearings were held including a community survey. In these meetings many unmet community needs were discussed. In adopting the budget which includes a capital improvement program, the City Council ranked/prioritized and funded some of the most important/urgent identified needs of the community which were able to be funded through our existing revenue sources. Attached is this priority list. However, there are other community facilities, road and park infrastructure, public safety and new staffing needs that were identified and discussed, but were not able to be funded due to lack of revenue. The City Council gave direction to staff to schedule a special study meeting to discuss these unmet needs and explore possible funding options to address these needs which may include a future ballot measure for the public to vote.

Facility Needs

City Hall, Community Center, Council Chambers, Community Development Annex

The current city hall and city council chambers are actually double-wide trailers hooked together that were installed at the civic center site back when the city was incorporated in 1975. The original plan was to start building a city hall within the next year. When the City's General Plan was adopted back in the year 2000, again the building of a civic center was included as a top priority and several sites were identified including Locke Paddon Park.

These buildings are now over 45 years old and need significant maintenance, ADA updates, and repairs over the next five years just to be able to continue to be used. As the city has developed and city staff has grown over the years, the building space is not sufficient to accommodate existing and future needed staff positions. Additionally, with the new work environment changes that will be required to accommodate current and future COVID conditions, the existing space needs to be reconfigured to address safety needs for employees and the public.

The estimated cost just to address the minimum maintenance, ADA, repair and renovations needed to continue to work in these facilities is estimated at \$7 million. This will leave a building that is still 45 years old that will not meet current and future space and staffing needs.

A site has been identified in the City's General Plan at Locke Paddon Park next to the library that can easily accommodate the construction of a new city hall. The very rough estimated cost to do this would be approximately \$20 million dollars. We are working with a consultant to refine the costs better and will have updated costs at our Tuesday meeting.

Most cities across the country are never able to save up funds to build new facilities. If a city is trying to save up funds, usually the increase in construction costs and cost of living outpace your ability to save. Additionally, if a city tries to save up for facilities it often creates inequity in the community. A generation or longer of residents will pay taxes into a savings or reserve fund for a facility or desired need, but they will not be able to experience the quality of life improvement or use of that facility. Most facilities are built by cities by issuing some type of debt or bond issuance.

Police and Fire Facility

The existing police and fire station was built over twenty (20) years ago. It was designed and built to meet the needs of the community at that point in time, but as the city has grown over the past 20 years, the current building and location of the building will not meet the future public safety needs of the community.

In 2020 a fire study was completed that analyzed the city's fire suppression, medical, and rescue operations; assessed the safety needs of the community; and identified hazards, risks, and challenges of the community. The study made recommendations to improve the delivery of fire and emergency services to the community.

The recommended time for a first fire response unit to arrive on the scene of a fire or medical emergency is 5 minutes 20 seconds. This includes dispatch and putting on turnouts time. Actual time driving from a fire station needs to be 4 minutes. The current performance of the Marina fire department is 8 minutes. To meet some of these needed standards a fire department needs to have sufficient staffing, and the departments fire resources (fire engines) need to be located close enough to the required service areas so that effective response times can occur within the identified time frames.

As cities incorporate and begin to grow, a fire station is typically located in the heart or center of the city so that adequate response times can be met. However, as cities develop and spread out, the fire station located in the center of the city, often is no longer able to provide adequate response times to the newly developed areas of the community. This is exactly what is happening to Marina, particularly in the Dunes, Sea Haven and Abrams Park areas. The Presidio of Monterey (POM) Fire Department which is currently located in Seaside on General Jim Moore Blvd is closest to these areas and typically is the first responder to arrive on scene. This station will be closing in 18 months, and after that, the Dunes, Sea Haven and Abrams Park areas will not be able to have adequate fire and medical response times due to the location of fire stations in Marina. The attached graphs show Marina's current areas of 4 minute response time and what these areas will be like when the POM station relocates.

Additionally, the current Marina fire station was built too small and a ladder truck, which is one of the priority needs of the city, cannot fit in this station. It is critical that a new headquarter fire station be built that can house a ladder truck and is located in the area around California Avenue and Imjin Parkway to provide needed fire and medical coverage to the southern areas of Marina including Sea Haven, Dunes, Abrams Park and future annexed areas of the city.

In the near term, the existing headquarters fire station on Palm Avenue needs to be relocated to the north end of the city in the Vince DiMaggio Park area.

The estimated cost of a new fire headquarters station is \$10 – 15 million. In addition to a fire station, a \$ 1.5 million fire ladder truck needs to be purchased.

Police Facility

A new police facility can be build built as part of the new city hall facility and that portion of the cost is estimated to be \$ 12 million.

Other City Facilities

Other needed city facilities that have been identified are:

- Upgrades to community center, teen center, skate park - \$ 1 million
- Senior Center - \$ 3-5 million. This could be included in a city hall building plan
- Sports Center \$ 3.5 – 4 million. Funded from FORA escrow bonds
- Aquatic Center \$ 8 – 10 million
- Arts Village \$ 3 – 5 million
- Hockey Pavillion \$ 3 million

Unmet Current Staffing Needs

While all city departments will need to add staffing as continued growth of the community and service demands increase, as established by city policy, new staff must be funded by ongoing revenue growth and not one-time revenues. This is why economic development and growth of our tax base is so critical to our city.

Currently, we have service level demands from the community that we are unable to meet due to lack of staffing and funding to support that staffing. These current needs include:

- Firefighters (3) to increase staffing from 2nd engine company from 2 firefighters to 3 per engine company - estimated annual cost \$500,000
- Deputy Chief/Fire Marshall – estimated annual cost \$125,000
- Affordable Housing/ Lease/ Grants Manager – estimated annual cost \$150,000
- Human Resources/ Risk Management/ Liability Manager/Director – estimated cost \$200,000
- Public works maintenance workers (4) – estimated cost \$100,000 each
- Associate Engineer – estimated cost \$155,000
- Code Enforcement Officer – estimated cost \$100,000

Street Infrastructure

The city has implemented a pavement management street repair program with a goal of getting the condition of all city streets up to a rating of 70. Under this system a brand new street has a rating of 100 and a street undriveable is rated 0. Currently, the city is allocating \$1.6 million annually from the General Fund, \$600,000 annually from measure X funds, and \$400,000 annually from State road maintenance funds for a total of \$2.6 million annually to repair streets. While we have made significant improvements to our streets with these additional funds to our street programs, with our current funding we are still unable to fix 26 identified streets in the city that over the next three years will need to be completely reconstructed.

To fund the repair of these streets the city will need to issue a bond and pledge the \$600,000 annually from Measure X funds to make the annual debt service payments of this bond. This bond will be approximate \$7 – 8 million dollars. This still will require that the city come up with approximately an additional \$4-5 million to repair these streets.

Additional Fund or Revenue Options

The State of California by law gives cities four primary tax revenue sources in order to operate and meet the service demands and infrastructure needs of their community; sales tax, property tax, transient occupancy tax (TOT, hotel tax) and utility users tax (UUT). The City of Marina has established it's sales tax rate at the maximum allowed by State law, it has established it's TOT tax at 14%, property tax is established at 1% of assessed value, and the city does not have a utility users tax.

Most cities in the State and every city in Monterey County except one, has a utility user tax. The utility user tax is a primary tax source that other cities use to meet service and infrastructure demands. The City of Marina previously had a utility user tax but the citizens voted this down years ago. The lack of this primary tax source (especially over time) certainly contributes to the unmet facility and infrastructure needs of the city.

The attached exhibit is an estimate of additional revenue the city could generate with a UUT. It also shows the bonding capacity if the city were to pledge this revenue source to a bond. All tax increases must be approved by the voters. With a 6% UUT, the City of Marina would generate another \$1.6 million annually in taxes.

Another revenue source would be issuing a General Obligation Bond. A general obligation bond is paid by increases to property taxes. School districts typically use this funding source to pay for new schools and maintenance and repair of schools. The library in Marina was built by a general obligation bond. The following shows the estimated property tax increase with different levels of a general obligation bond.

- \$30 million GO bond - \$5.25 per month (\$63 annually) per \$100,000 assessed property value
- \$40 million GO bond - \$7.00 per month (\$84 annually) per \$100,000 assessed property value
- \$50 million GO bond - \$8.75 per month (\$105 annually) per \$100,000 assessed property value.

If a home in Marina had an assessed property value of \$600,000 they would pay an additional \$31.50, \$42.00 or \$52.50 per month depending upon the size of the bond.

The city could look at bringing an issue like this to the voters as early as June in a special election or in November at a regular election. While it's difficult to tax about tax increases, especially as we are recovering from the COVID pandemic, if we are ever as a community going to address aging facility and infrastructure needs we must have this discussion.

Respectfully submitted,

Layne P. Long
City Manager
City of Marina

CONSOLIDATED PROJECT LIST													
Conso I Proj #	Draft Tier	Cross Ref with 3.02.21	Cross Ref with CIP	Name of Project * Priorities established on Dec. 10, 2020 retreat	Est. cost	Funding Source	Status as of March 2, 2021	Time Frame: 0-6mths, 6-12 mths, > 1 yr	Man- datory or Urgent	Dept	Staff Re- sources	Conso I Proj #	Date 1st Milestone
1				*Increase staff/consultant capacity for projects	1,500,000	GF/UFB	On target.	6-12 months	yes	ALL	5 hrs/wk	1	3/15/2021
2				*Improve/maintain facilities and infrastruc (Present method to receive/fund infrastruc. repairs from residents)	50,000	GF	On target	0-6 months	yes	PW/ADM	80 hours	2	6/1/2021
3			1	*Improve/maintain facilities and infrastruc. Incl. IT (incl IT server room air conditioning)	7,000,000	UFB	On target	> 1 yr	yes	PW	100 hours	3	4/1/2021
4		4	4, 21	*Improve/maintain facilities and infrastructure, incl public outreach & park design for Pump Track & Gloria Jean-Tate Park incl restrooms.	\$3,000,000	UFB/IF	Public outreach and pump track design done.	0-6 months	no	PW	40 hours	4	3/1/2021
5		18	7	*Secure funding for Imjin Pkwy Widening Project	19,000,000	TAMC/IF	On target. Wait for lien release one property owner	0-6	yes	PW	20 hours	5	
6		8, 9		*Blight Removal plan incl. funding	8,500,000	BB	Done. Priority system id blighted areas; ranking system, funding & present CC with		yes	PW	150 hours	6	2/15/2021
7a		6		*Equestrian Park Development RFP	50,000	NPS	RPS received. Recommendation to Council by mid-June	0-6 months	yes	PW	150 hours	7a	6/1/2021
7b			4	Equestrian Center Development: Park Design	850,000	NPS	Work with selected concessionnaire to implement	0-6 months	no	PW/Rec	100 hours	7b	12/31/2021
8		33	30	*Downtown Vitalization Specific Plan	250,000	GF	On target. Target date Sept/Oct 2021	0-6 months	yes	CDD	40 hours	8	9/30/2021
9		1		*Annexation CSUMB housing/landfill, East Garrison	150,000	UFB	On target to estab. Timelines. Meet with LAFCO	0-6 months	yes	ADM	40 hours	9	8/1/2021
10				*Detemine how to implement development of Cypress Knolls	350,000	UFB	Discussion regarding impact on General Plan priority. Waiting council direction	6-12 months	no	CDD/AC	10 hours	10	3/15/2021
11				Groundwater Sustainability Plan (GSP) Implementation	300,000	UFB, potential grants	dependent on Coastal Commission and lawsuits	>1 yr	yes	ADM/PW	100 hours	11	???
12		2		Groundwater & Aquifer protection	2,000,000	annually x 2yrs budget cycle)	dependent on Coastal Commission and lawsuits	> 1 yr	yes	ADM	200 hours	12	
13				Stockade Demolition	2,200,000	GF	almost complete	0-6 months	yes	PW	50 hours	13	7/1/2021
14		32		Police Service Study	150,000	GF/UFB	will be determined in budget	6-12 months	no	ADM/PW	100 hours	14	
15				Increased traffic speed enforcement- Public	125,000	GF	will be determined in budget	6-12 months	no	PD	80 hours	15	
16				Continued fire vehicle funding plan - BD	1,500,000	UFB	will be determined in budget	> 1 yr	yes	ADM/FI	20 hours	16	
17		31		Fire Service Study	75,000	GF	almost complete. Need to review results with CC.	0-16 months	yes	ADM	20 hours	17	8/31/2021
18		63		Covid-19 initiatives	4,300,000	Federal dollars	waiting for treasure dept. guidance. Process to decide how to allocate funds	6-12 months	yes	ALL	250 hours	18	
19		64		Martin Luther King Jr. Sculpture	25,000	private	Need to present Commission recommendation to City	0-6 months	yes	REC/PW	20 hours	19	6/30/2021
20		38		Airport Business Park Specific Plan EIR	200,000	Airport	COMPLETED		yes	CDD/ADM		20	
21		39		JOBV Aviation development	150,000	Airport	working with FAA on manufacturing plant	0-6 months	yes	ADM	50 hours	21	

22	34	FORA Transition remaining tasks/issues	50,000	GF	almost completed - coordination remaining issues	0-6 months	yes	ADM	20 hours	22	12/31/2021
23	66	Racism, Diversity & Inclusion Study	45,000	GF	need staff time allocated	0-6	yes	ALL	250 hours	23	12/31/2021
24	17	Impact Fee Update	75,000	IF	need staff time allocated	0-6 months	yes	PW/ADM	50 hours	24	
25	16	Fee Schedule- General B.D.	15,000	GF	need staff time allocated	0-6 months	yes	ALL	50 hours	25	
26		Fee Schedule update for cannabis	15,000	GF	need staff time allocated	0-6 months	yes	ADM	20 hours	26	
27	48	25 Hayes Circle Duplex Land Swap or Renovation	450,000	UFB	need staff time	0-6 months	no	ADM	20 hours	27	
28	65	Landfill Border Property Transfer- Obligation Impacts	75,000	UFB	need staff time allocated	0-6 months	yes	ADM	50 hours	28	12/31/2021
29	58	Creating voting districts	40,000	GF	mandatory b4 summer 2022/ next milestone census	6-12 months	yes	ADM	100 hours	29	8/31/2021
30	23	Stormwater permits NPDES	50,000	GF	ongoing		no	PW	50 hours	30	
31		High Speed Internet- Public	30,000	GF	not started	6-12 months	no	DM	20 hours	31	
32	24	Website improvements	35,000	GF	ongoing		no	ADM	40	32	
33		repairs, rec program, upcoming meetings - Public	50,000	GF			no	ALL		33	
34	29	City lease management	15,000	GF	need staff time allocated/ ongoing	6-12 months	no	ADM	100 hours	34	
35	35	BD	0	GF		> 1 yr				35	
36	42	Campaign finance reforms	5,000	GF	need staff time allocated	6-12 months	no	ADM, ALL	20 hours	36	
37	57	Marina Station Development	50,000	UFB	ongoing	0-6 months	yes	ALL	200 hours	37	7/31/2021
38	5	31 Sea Haven Development incl Park	3,000,000	IF & developer	final plan needs approval by	0-6 months	yes	ALL	100 hours	38	5/31/2021
39	7	32 Dunes City Park Development	20,000,000	IF & developer	Bight removal approved;	>1 yr	no	PW/Rec	200 hours	39	12/31/2021
40	56	Dunes Phase II development Promenade	0	GF	need staff time allocation	0-6 months	yes	CDD/ADM	50 hours	40	12/31/2021
41	15	Dunes Development Mitigation Study	0	IF	Already funded in CIP		no			41	
42	22	Dunes Barracks Stabilization & Fire Station #3	200,000	UFB	need staff time allocated	6-12 months	yes	PW	50 hours	42	
43	62	Short-term Home rentals annual review	15,000	GF	will go to city council soon	0-6	no	ADM/CDD	20 hours	43	5/31/2021
44	3	Homelessness Issues (incl. Covid related)	0	GF	pending county/state regional funding		no	ALL	50 hours	44	
45	54	Below Market Rate Housing Program Implementation	200,000	GF & developers	need to hire dedicated staff and consultant	0-6 months	yes	ADM	200 hours	45	7/31/2021
46		Rental Registry software program- KYB	50,000	GF			no	ADM		46	
47	51	Inclusionary Ordinance Update	20,000	GF	need staff time allocation	> 1 yr	no	CDD	100 hours	47	
48	53	Zoning Ordinance update	50,000	GF	need staff time allocation	> 1 yr	no	CDD	100 hours	48	
49	37	Opportunity Zone Marketing and Development	5,000	GF	Marketing packet completed		no	ADM		49	
50	52	29 General Plan Update preparation	500,000	GF/UFB	need to hire a consultant	> 1 yr	yes	ALL	2,000 hours	50	9/30/2021
51	43	28 Local Coastal Plan Update	85,000	GF	draft submitted to Coastal	6-12 months	yes	CDD	50 hours	51	
52	50	Housing Element update	75,000	GF	waiting completion of	0-6 months	yes	CDD/ADM	20	52	9/30/2021
53		City-wide parking study - Public	150,000	UFB	need direction from city	0-6 months	no	CDD/ADM	100 hours	53	
54		Sidewalk improvement (hazard reduction) program- BD	50,000	GF	needs to be budgeted	6-12 months	no	PW	50 hours	54	
55		Safe Routes to School	1,000,000	UFB, Grants	needs to be budgeted	6-12 months	no	PW	100 hours	55	
56	8	Gateway improvements incl entry sign	300,000	UFB	needs to be budgeted	> 1 yr	no	PW	100 hours	56	
57	22	Street maintenance program incl. lowest rated streets	10,000,000	UFB/GF	needs to be budgeted, possible bond	> 1 yr	yes	PW/ADM	200 hours	57	
58	21	13 8 th St between 3 rd & 5 th Ave Design	150,000	IF, CFD fee	working with Dunes developer	0-6 months	yes	PW	100 hours	58	
59	19	Del Monte at Reservation Rd. redesign/improvements	400,000	CFD fee	preliminary design completed. Reviewing impact on	0-6 months	no	PW	100 hours	59	

60	19	10	Del Monte/ 2nd Ave Connection Design	8,000,000	CFD fee	preliminary design completed. Reviewing impact on	0-6 months	no	CDD/PW	100 hours	60	
61		11	Del Monte Median Landscape Demo	50,000	GF	funded CIP, need staff time allocation	6-12 months	no	PW	100 hours	61	
62		5	Reservation Rd Median & Streetlight Outlets	50,000	GF	needs to be budgeted	0-6 months	no	PW	50 hours	62	
63		6	Beach	2,000,000	IF/TAMC grant	needs to be budgeted	> 1 yr	no	PW	100 hours	63	
64	20	14	Salinas Ave Widening Design	50,000	CFD fee	almost completed -	0-6 months	no	PW	50 hours	64	
65		20	California Ave. pedestrian crossing	50,000	IF	consultant working on project	0-6 months	yes	PW	100 hours	65	
66	14		Sports/Recreation Roller Hockey Feasibility Study 2nd Draft	50,000	IF	consultant working on updating project study	0-6 months	no	ADM/REC	50 hours	66	6/30/2021
67	14	19	Sports/Recreation Roller Hockey Center Rehab & Improvements	3,500,000	UFB/BB/IF	waiting completion of feasibility study	> 1 yr	no	PW/REC	300 hours	67	
68	49		Stabilization of Useful Buildings	400,000	UFB/BB	need staff time allocation	6-12 months	yes	PW	100 hours	68	
69		2	Annual street resurfacing	2,600,000	GF	ongoing - may need more		yes			69	
70	46		Preston/Abrams Parking Mngmt Plan Dev	15,000	AP/PP	need staff time allocation	6-12 months	no	ADM	100 hours	70	
71	45		Preston/Abrams Regulatory Agreements	0	AP/PP	COMPLETED		no	ADM		71	
72	47		Preston/Abrams Fiscal Sustainability Plan (FHA loan)	10,000,000	AP/PP	on target for 2026 new bond		yes	ADM	20 hours	72	
73		35	Preston Park- Park planning	150,000	UFB/IF	need to hire consultant and staff time	6-12 months	no	ADM/PW	200 hours	73	
74			Walmart dirt lot development- BD	50,000	UFB			no	CDD		74	
75			3006 Del Monte Property - BD	25,000	GF			no	ADM		75	
76	36	23	Arts Village Development (stabilization)	1,200,000	BB	funding allocated, need staff	6-12 months	yes	ADM/PW	200 hours	76	
77	13		Aquatic Center- Estab. Bond committee	50,000	UFB/IF	needs staff time allocation	6-12 months	no	ADM/PW	100 hours	77	
78		12	Pool Rehabilitation	8,000,000	UFB/IF/BOND	needs funding source	> 1 yr	no	ADM/PW	200 hours	78	
79	12		Improve Youth/Srs/Family Program Dev./Seek partners	200,000	GF	needs staff time allocation	6-12 months	no	REC	100 hours	79	
80	41		Special/cultural events	50,000	GF	needs staff time allocation	6-12 months	no	REC	100 hours	80	
81	28		Recreation online programs	40,000	GF	ongoing		no	REC	50 hours	81	
82	15		Senior Center (Plan, site, construction, staffing)	3,000,000	UFB/IF	waiting council direction		no	PW/REC	250 hours	82	
83			Civic center funding plan	75,000	UFB	need cost estimate	> 1 yr	no	ADM/PW	100 hours	83	
84	25		Covid	400,000	UFB			no			84	
85	27	9	City Hall/Annex Center Reconfiguration	5,000,000	UFB	on hold pending funding	6-12 months	yes	PW/ADM	100 hours	85	
86		17	Upgrade	1,000,000	UFB	on hold pending funding	6-12 months	yes	PW/ADM	100 hours	86	
87		18	Vince DiMaggio Blg rain gutter replacement	5,000	GF	needs to be budgeted	0-6 months	no	PW	20 hours	87	
88		16	Old Corp yard Entry Gate Automation- Public	25,000	GF	needs to be budgeted	0-6 months	no	PW	20 hours	88	
89	30		Adjustment	30,000	GF			no	PW		89	
90	44		Organic Waste Ordinance	75,000	GF			no	PW		90	
91		24	Retention Basin Annual Water Monitoring	30,000	GF			no	PW		91	
92		67	Habitat Conservation & Habitat Management Program	150,000	CFD fee	consultant hired to complete plan	6-12 months	yes	ADM	100 hours	92	
93			Locke Paddon Lake Vegetation Management/Removal- BD	25,000	GF	needs to be budgeted	0-6 months	no	PW/CD	25 hours	93	
94			Locke Locke Paddon park: Rebuild floating walkway- Public	1,000,000	UFB/IF	needs to be budgeted		no	PW/ADM	100 hours	94	
95			Widen, plant trees along Del Monte recreation trail- Public	1,000,000	UFB			no	PW		95	

96			Public	50,000	GF			no	CDD		96
97			Climate change action plan - Public	150,000	UFB			no	CDD/ADM		97
98			FORTAG Routes	2,000,000	UFB/TAMC			no	PW		98
99			Park Maintenance Plan & funding allocation plan- Public	200,000	annually x 2yrs budget cycle)			no	PW	50 hours	99
100		34	Parks deferred maintenance	5,000,000	UFB			yes	PW	250 hours	100
101			City Lights Program & funding allocation plan - Public	500,000	UFB			no	PW	50 hours	101
102		26	Street light replacement	200,000	GF/UFB			no	PW	50 hours	102
103		27	Traffic Signal Maintenance & Upgrades	200,000	GF/UFB			no	PW	50 hours	103
104			Facilities Management Program for all existing city owned structures & funding allocation plan	5,500,000	UFB			yes	ADM/PW	100 hours	104
105			Care Bag initiative for foster children by Marina H.S. Students	0	UFB	student project	0-6 months	no	ADM	10 hours	105
106			Holiday Light Display with City Holiday Tree Lighting event (Marina H.S. students)	0	UFB	student project	0-6 months	no	ADM/PW	25 hours	106
107			Teen Center Improvement: Upgrade skate park, add volleyball (Marina H.S. students).	50,000	UFB	student project	0-6 months	no	REC/PW	40 hours	107
LEGEND											
			White box- item appeared on Prior Work Plan								
			Yellow box-Cross reference of all White boxes against Exhibit A & Exhibit B of City Council Agenda								
			New priorities added by Public/ Council members/City staff								
			Green box- from CIP (Capital Improvement Plan) fy 19/20 & 20/21. Note: 14 items listed on CIP were not on Consolidated List of 3/2/21 (white on first column, green on CIP column)								
COMPLETED prior to Jan. 2021:						COMPLETED after Jan. 2021:					
Record and File Management- Dec. 10						Preston/Abrams Regulatory Agreements update					
MPUSD Ages 0-5 Assessment						Airport Business Park Specific Plan EIR					
Marina High School Gym Joint Use Agreement											
Pool Feasibility Study											
Sports/Recreation Center Feasibility Study (now being revised)											
Cannabis Program Ordinance Cleanup & Dispensary Approvals											
Preston/Abrams Regulatory Agreements Update											
Urban Growth Boundary Ballot Measure											
Groundwater Sustainability Plan											
Short Term Vacation Home Rental Ordinance											
Community Center Playground & Amenities											

Seaside and Marina Fire Departments
Map 2
4 Minute Engine Travel

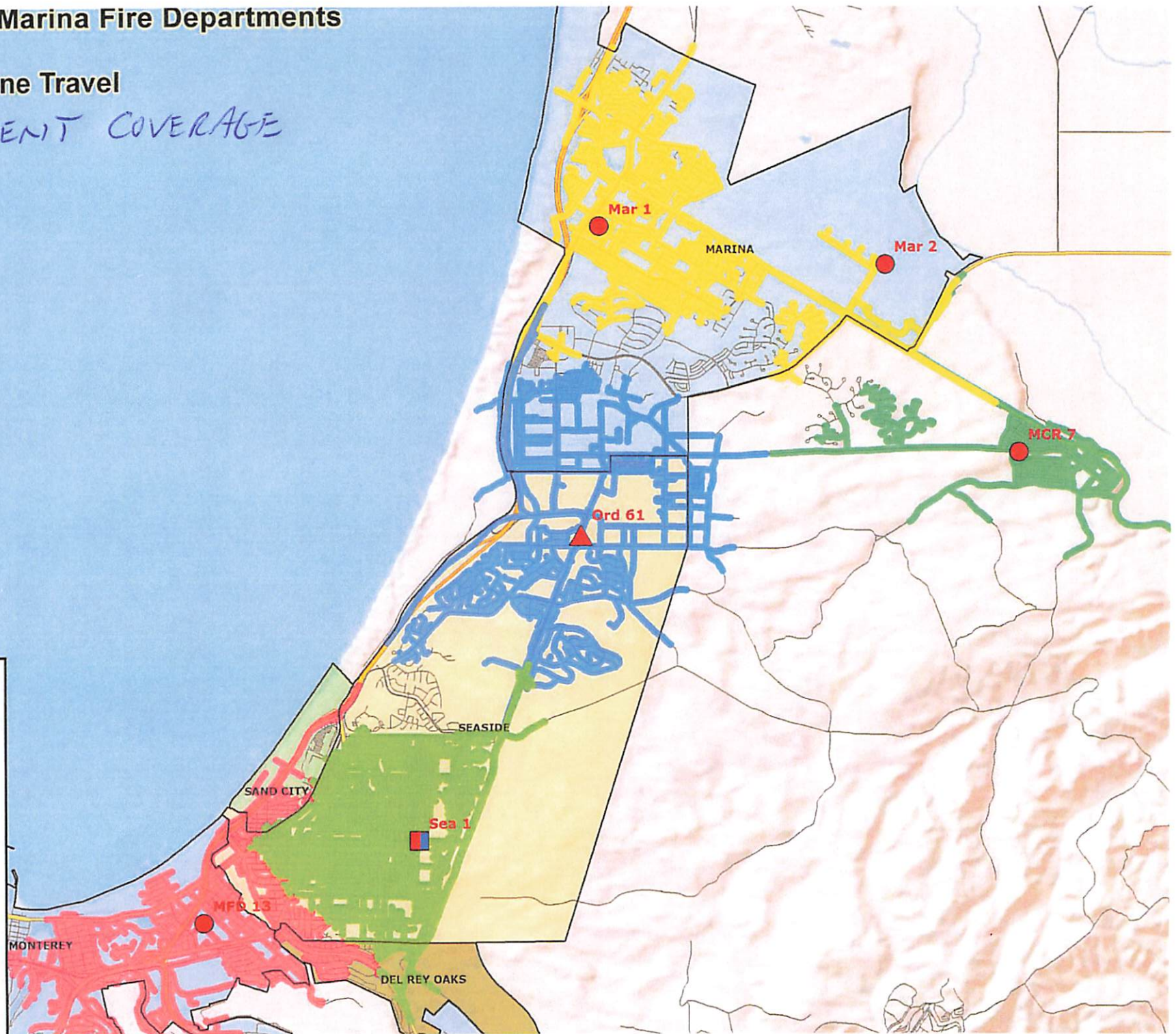
CURRENT COVERAGE

Legend

-  Seaside 1
-  Marina 1 & 2
-  Ord 61
-  MFD 13
-  MCR 7

Fire Stations

-  E
-  E, T
-  E, T, BC



Seaside and Marina Fire Departments
Scenario 4a
Proposed SEA 2 at Gigling Rd & 1st Ave
Ord 61 Relocated
4 Minute Engine Travel

POM RELOCATED

Legend

- Seaside 1
- Marina 1 & 2
- Relocated Ord 61
- Proposed Seaside 2

Fire Stations

- E
- E, T
- E, T, BC
- Proposed 2
- Relocated 61

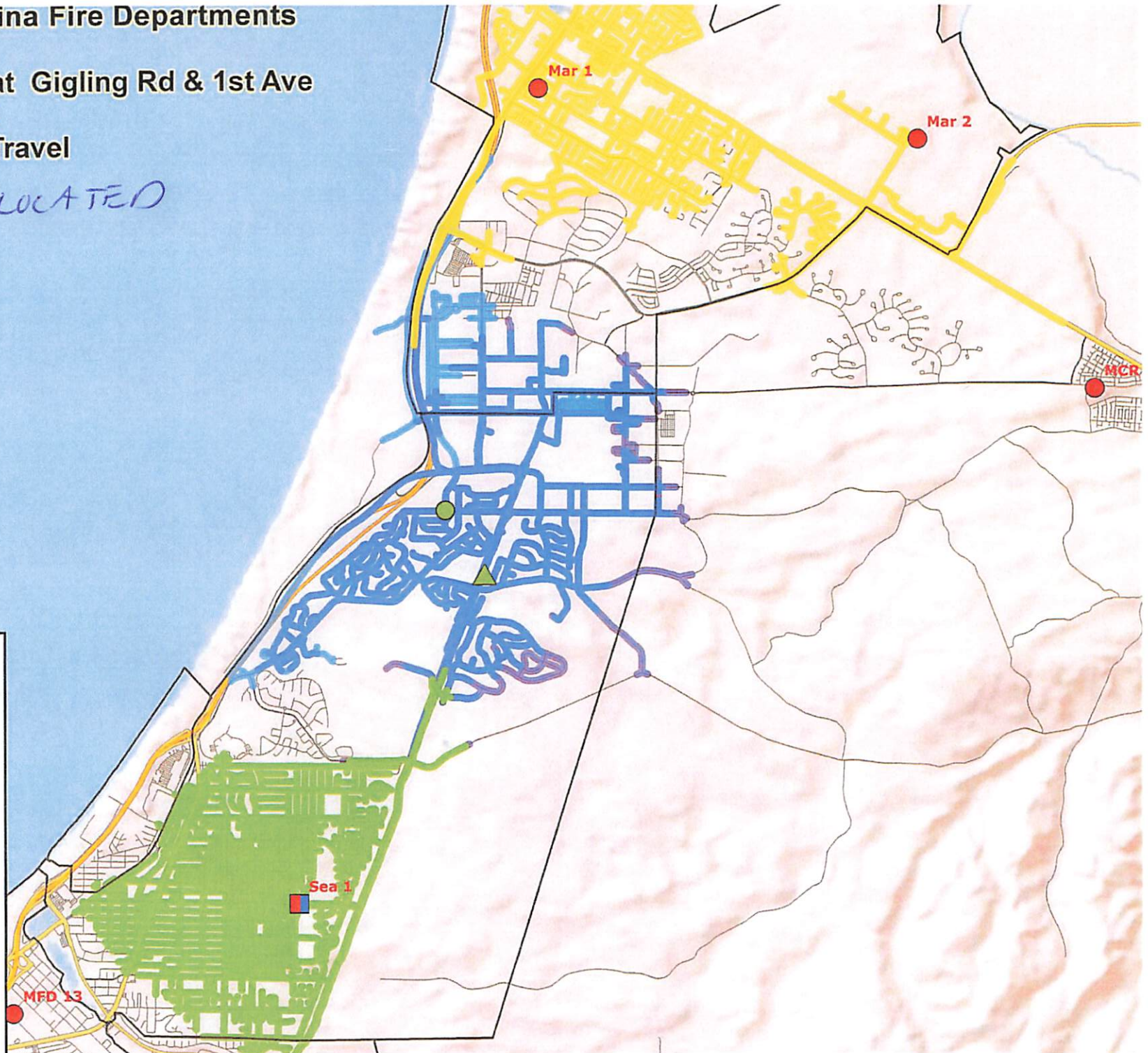


Table 1
Estimate of Potential Utility User Tax (UUT) Revenue
City of Marina, CA

Potential UUT Rate	Annual Revenue Estimate ⁽¹⁾	Preliminary Estimate of Bond Capacity from KNN Public Finance ⁽³⁾	Estimated Cost Per Household ⁽²⁾	
			Per Month	Per Year
1%	\$280,000	\$5,000,000	\$2.50	\$30
2%	\$560,000	\$10,000,000	\$5.00	\$59
3%	\$840,000	\$14,000,000	\$7.40	\$89
4%	\$1,120,000	\$19,000,000	\$9.90	\$119
5%	\$1,400,000	\$24,000,000	\$12.40	\$149
6%	\$1,680,000	\$29,000,000	\$14.90	\$178

(1) The estimate for a 1% UUT rate is shown in Table 2. The estimate is based on revenue generation in nearby cities per person or job. Estimates for UUT rates from 2% to 6% are based on multiples of the estimate at a 1% UUT rate. Estimates assume tax applies to all major utilities including water, gas, electric, phone, wireless, cable.

(2) Annual estimate translated to a per household cost based on:

- a) 78% of revenue generated by residents, estimated based on residents' share of total population and employment, and
- b) Dividing by 7,383 households in Marina per the California Department of Finance Estimate as of January 1, 2021.

(3) Preliminary estimates from KNN Public Finance provided on December 1, 2021. KNN estimate with 30-year debt and a 100 bp cushion over current rates is shown rounded to the nearest \$1 million.



City of Marina Unfunded Essential Services – Public Discussion

JANUARY 25, 2022

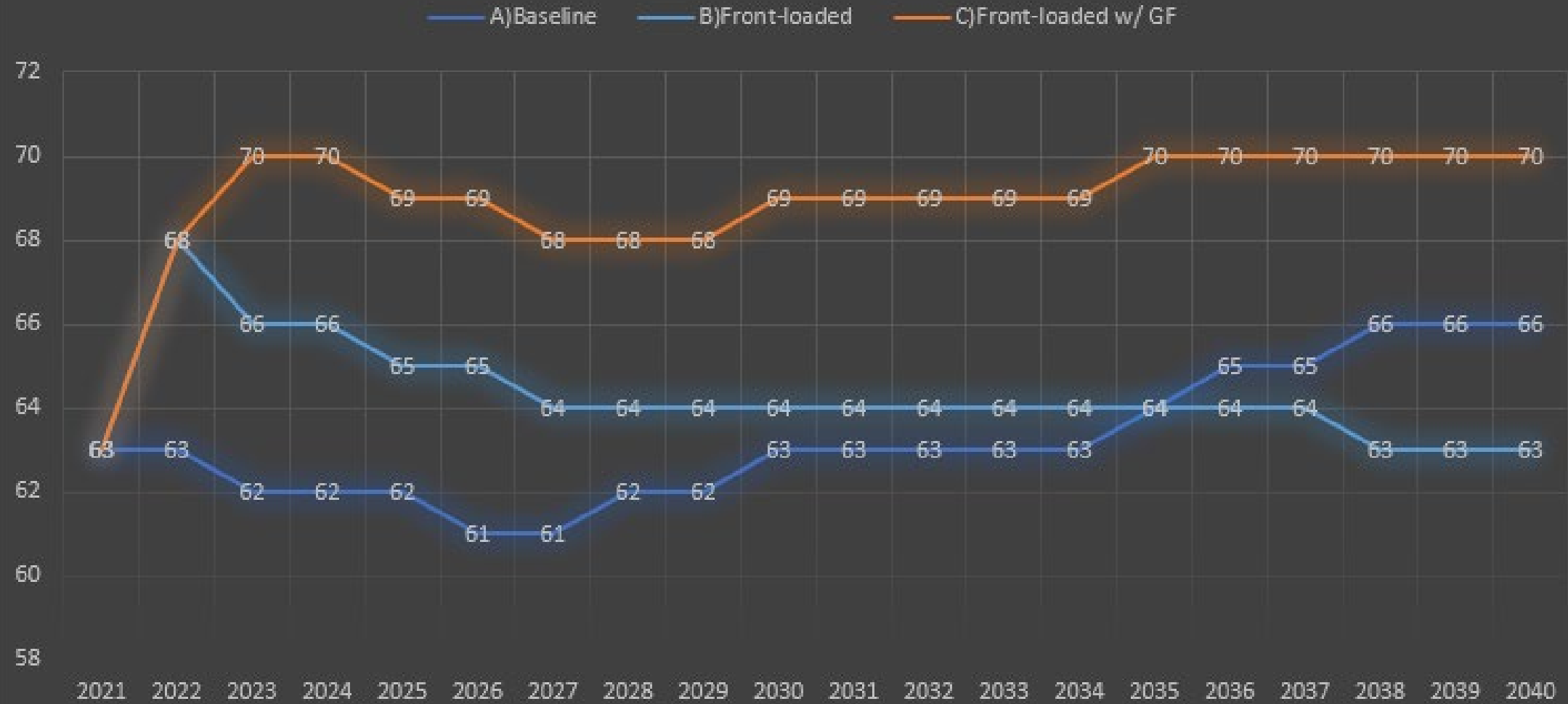
Major Unfunded Needs

- Street Infrastructure
- Facilities
- Staffing
- Vehicles

Road Repairs and Maintenance

- Instituted a Pavement Management Program in 2015-2016
- Goal: All City streets should achieve a PCI of 70 (good condition)

PCI Comparison



Road Repairs and Maintenance

- To achieve this goal:
 - Requires \$2.3 million annually in pavement management repairs (\$2.6 million funded in budget)
 - \$11.6 million in one-time funds for street reconstruction
 - \$8.2 million Measure X bond
 - \$3.4 million one-time General Fund (consider ARPA funds)

City Facilities - Critical

Project	Est. Cost
New Fire Station - CA/Imjin	\$17,000,000
Police Station/Council Chambers/City Hall	\$35,000,000
Ladder Truck	\$1,500,000
	\$53,500,000

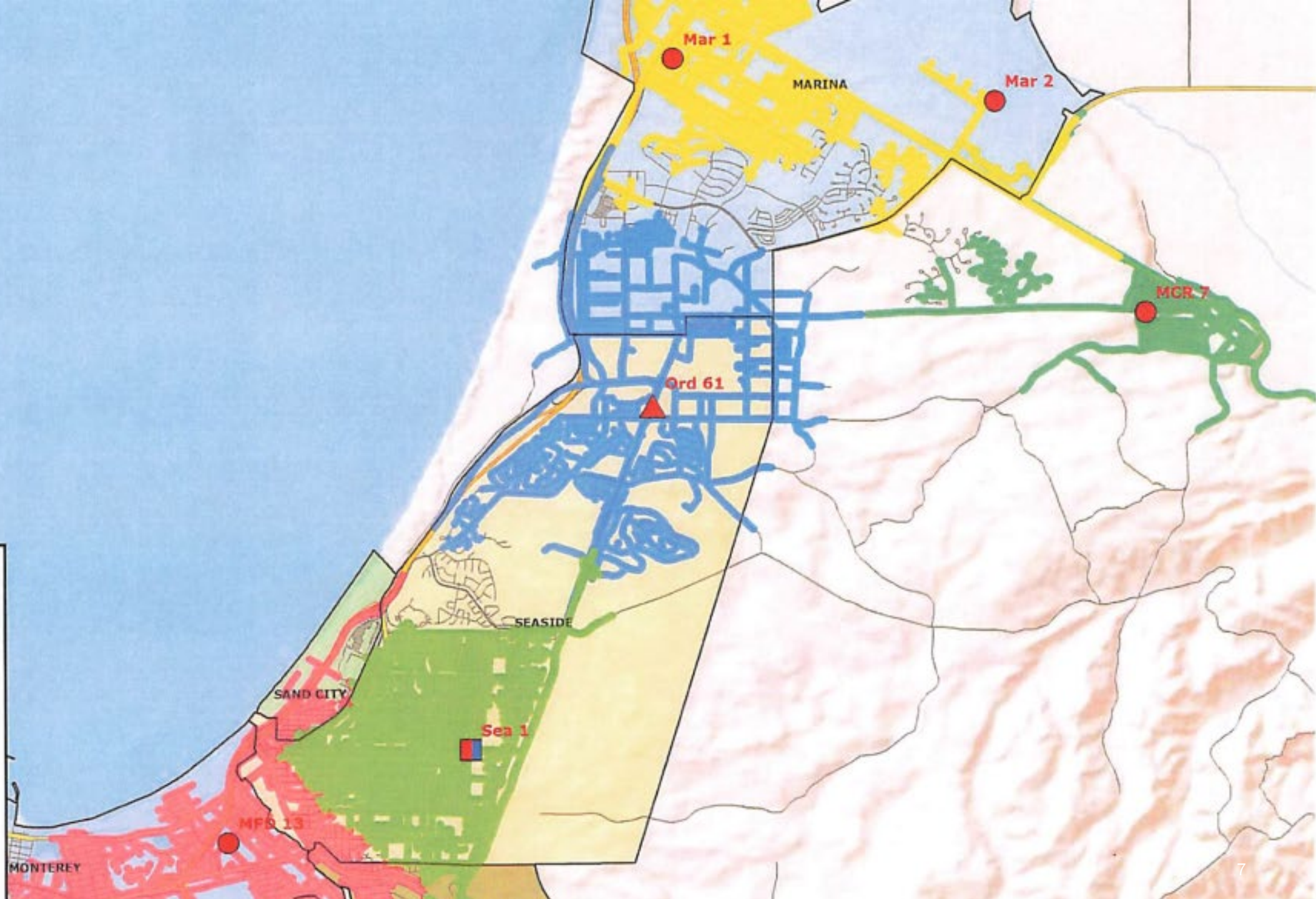
Legend

- Seaside 1
- Marina 1 & 2
- Ord 61
- MFD 13
- MCR 7

Fire Stations



E



Proposed SEA 2 at Gigling Rd & 1st Ave
Ord 61 Relocated
4 Minute Engine Travel

POM RELOCATED

Legend

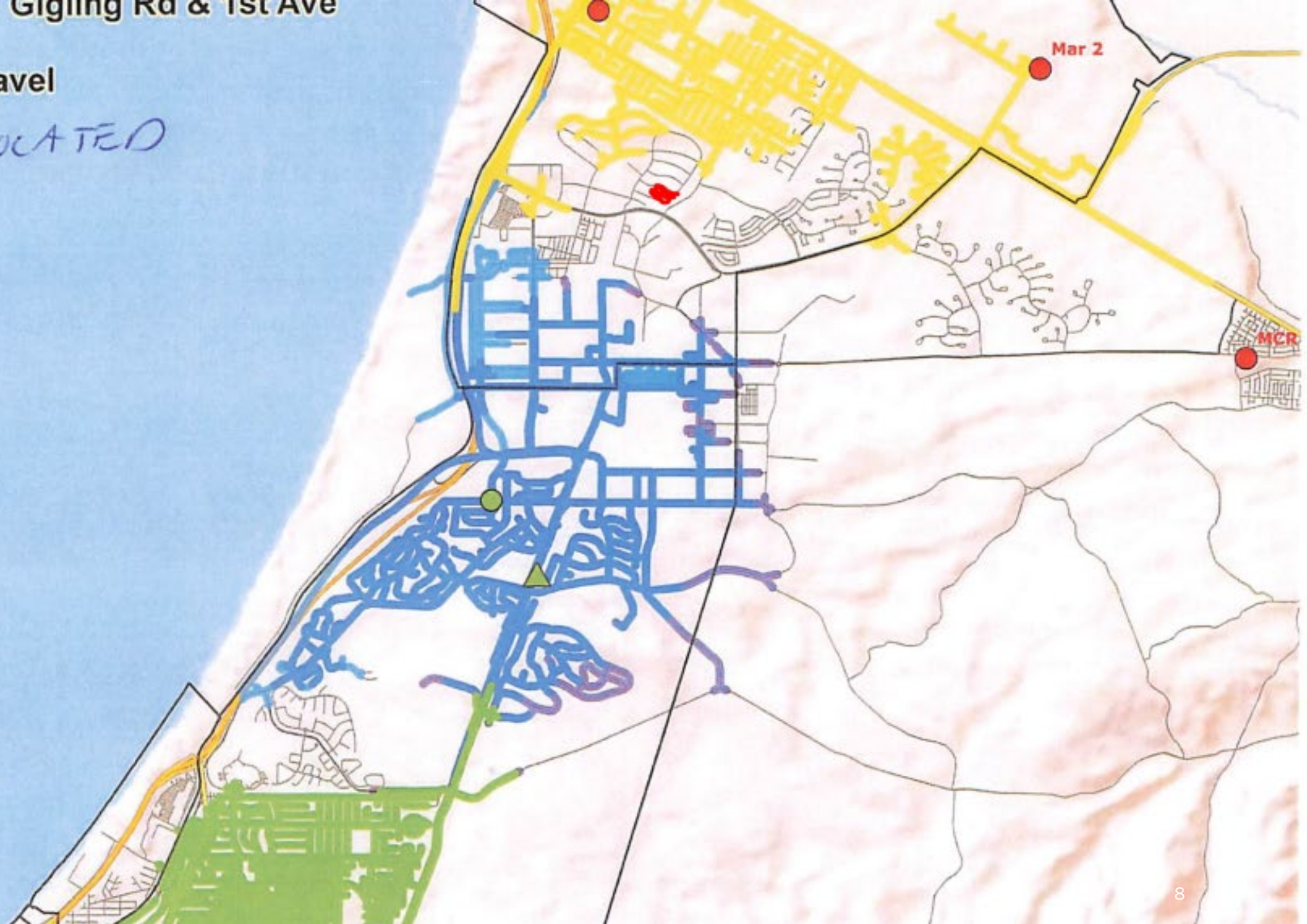
Seaside 1

Marina 1 & 2

Relocated Ord 61

Proposed Seaside 2

Fire Stations



City Facilities - Other

Project	Est. Cost
New Fire Station - North	\$11,000,000
Aquatic Center	\$10,000,000
Arts Village	\$5,000,000
Senior Center	\$5,000,000
Hockey Pavilion	\$3,000,000
Comm Center, Teen Center, Skate Park	\$1,000,000
Total	\$35,000,000

Unmet Current Staffing Needs

Department	Staffing Description/Title	# of Positions	Total Annual Cost
Fire	Firefighters	3	\$500,000
Fire	Deputy Chief/Fire Marshall	1	\$125,000
Admin	Affordable Housing/Lease/Grants Mgr	1	\$150,000
Admin	HR/Risk Manager/Director	1	\$200,000
Public Works	Maintenance Staff	4	\$400,000
Public Works	Associate Engineer	1	\$155,000
Community Development	Code Enforcement Officer - Organics	1	\$100,000
Totals		12	\$1,630,000

Future Revenues - Ongoing

- Hotel TOT - \$2.3 million annually in 2-5 years
- Property Tax Revenue growth from Sea Haven - \$800k annually, once fully built out in 5-7 years

Future Revenues – One-time

- Dunes Phase 3 - \$13.5 million, one-time in 2-3 years
- FORA Blight removal funds can be allocated for Sports and Aquatic Center renovations - \$3.4 million, one-time, in 2 years
- ARPA – can be used to replenish General Fund for lost revenues - \$5.1 million, one-time

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5%	\$1,400,000	\$24,000,000	\$12.40	\$149
6%	\$1,680,000	\$29,000,000	\$14.90	\$178

Potential Future
Revenue Source

Monthly Amount	Annual Amount	Bond Capacity
\$5.25	\$63	\$30,000,000
\$7.00	\$84	\$40,000,000
\$8.75	\$105	\$50,000,000

- Monthly/Annual Amounts shown per \$100,000 of assessed property value
- A property valued at \$600,000 would pay \$31.50, \$42, or \$52.50 per month

Potential General Obligation Bond