



AGENDA

Wednesday, September 7, 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 2022-105, 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 May 31, 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-Milias-Brown Act representative.*

- a. Conference with Legal Counsel, Anticipated Litigation, Significant exposure to litigation pursuant to § 54956.9(b): Three cases

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

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

5. SPECIAL PRESENTATIONS:

- a National Recovery Month Proclamation, Sun Street Center
- b Jacob's Heart Childhood Cancer Awareness Month Proclamation
- c Monterey Peninsula College 75th Anniversary Proclamation

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 100567- 100757, totaling \$1,900,383.03
 - b. MINUTES:
 - (1) August 3, 2022, Special City Council Meeting
 - (2) August 16, 2022, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS:
 - (1) City Council consider adopting Resolution No. 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 September 20, 2022, through October 20, 2022.
 - g. APPROVAL OF AGREEMENTS:
 - (1) City Council consider adopting Resolution No. 2022-, approving a Professional Services Agreement with Raimi+Associates for the preparation of Objective Design Standards for an amount not to exceed \$167,000; authorize the Finance Director to make necessary accounting and budgetary entries; and authorize the City Manager to execute the Agreement on behalf of City with Raimi+Associates subject to final review by the City Attorney.
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE):
 - (1) City Council receive Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) for the quarter ended Jun 30, 2022.

k. FUNDING & BUDGET MATTERS:

- (1) City Council consider adopting Resolution No. 2022-, approving the allocation and appropriation of \$95,000 from unallocated General Funds to the Capital Improvement Program adding the Patton Parkway Retaining Wall Repair Project HSR2201; and authorizing Finance Director to make necessary accounting and budgetary entries

l. APPROVE ORDINANCES (WAIVE SECOND READING): Nonem. APPROVE APPOINTMENTS: None9. PUBLIC HEARINGS:

- a. City Council open a public hearing, take testimony from the public and read by title only and approve first reading of Ordinance No. 2022-, amending Marina Municipal Code, Title 5 to modify Section 5.32.090 to allow the assignment of a second cardroom permit in the Marina Municipal Code.

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council consider adopting Resolution No. 2022-, approve a concessionaire agreement with Chaparral Country Corporation, Inc. of Woodside CA to provide recreational facilities and programs to the public at the Marina Equestrian Center Park; and authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and direct staff to provide notice to vacate to the Marina Equestrian Association.

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, September 2, 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, September 20, 2022

Tuesday, November 1, 2022

Tuesday, November 15, 2022

****Thursday, October 6, 2022**

Tuesday, December 6, 2022

Tuesday, October 18, 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)

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

September 8, 2022
September 22, 2022

October 13, 2022
October 27, 2022

November 10, 2022
December 18, 2022



Proclamation

National Recovery Month September 2022

WHEREAS, reducing the impact of substance abuse and mental illness in our communities is essential and National Recovery Month is a platform to celebrate people in all forms of recovery to achieve a healthy lifestyle, both physically and emotionally; and

WHEREAS, National Recovery Month promotes the benefits of treatment for substance use and mental disorders, celebrates people in recovery, applauds the contributions of treatment and service providers, and promotes the message that recovery is possible; and

WHEREAS, National Recovery Month spreads a positive message that behavioral health is essential to overall health, that prevention works, treatment is effective, and people can and do recover; and

WHEREAS, National Recovery Month highlights the need to educate our community about how substance use disorders affect children, families, and all community members and the need to eliminate discrimination and the negative public attitudes so that those in need access treatment and those in recovery re-establish their place in the community; and

WHEREAS, addiction can destroy lives and weaken families and the City of Marina applauds organizations throughout Monterey County, such as Community Human Services, that provide residents of all ages with the tools and support to overcome these challenges and create lasting change in their lives;

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), Sun Street Centers and the City of Marina invite all residents of Marina to participate in *National Recovery Month September 2022* and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby proclaim the month of September 2022 as National Recovery Month and encourage individuals, parents, student, schools, and organizations throughout the County to support use treatment, promote healthy lifestyles, and make mental health services a county-wide priority so that more people seek out treatment services to achieve and sustain long-term recovery.

*Passed and Adopted
September 7, 2022*

Bruce C. Delgado
Mayor

Kathy Y. Biala
Mayor Pro Tem

David Burnett
Council Member



Lisa Berkley
Council Member

Cristina Medina Dirksen
Council Member



Proclamation

HONORING JACOB'S HEART CHILDREN'S CANCER SUPPORT SERVICES AND DECLARING
SEPTEMBER 2022 AS CHILDHOOD CANCER AWARENESS MONTH IN
THE CITY OF MARINA

WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, one in every 190 children in our community will be diagnosed with cancer; and

WHEREAS, cancer remains the leading cause of death by disease among children— more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, during the ongoing COVID-19 crisis Jacob's Heart has been keeping medically fragile children and families housed, fed and emotionally supported by steadfastly adhering to the following commitments: 1) Parents of children with cancer and other serious illnesses will be relieved of financial fears and able to focus attention on their children: 2) No child undergoing intensive treatment in our community will be homeless; 3) Families of seriously ill children will not experience food insecurity during and after the pandemic; and 4) No child seriously ill child in our community will ever miss a medical appointment because of a lack of transportation; and

WHEREAS, Jacob's Heart holds the memories and honors legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 23 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in the city of Marina; and

WHEREAS, it is important for all Marina City residents to recognize the impact of pediatric cancer on families within our community and honor the children in our community whose lives have been cut short by cancer.

NOW, THEREFORE, I, Bruce Carlos Delgado, Mayor of the city of Marina, hereby declare September 2022, as Childhood Cancer Awareness Month in the city of Marina and do hereby honor Jacob's Heart Children's Cancer Support Services for outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month.

Dated this 7th day of September 2022



Bruce Carlos Delgado, Mayor



Proclamation

MONTEREY PENINSULA COMMUNITY COLLEGE 75TH ANNIVERSARY

WHEREAS, 75 years ago, in September of 1947, Monterey Peninsula College (MPC) commenced its operation on the campus of Monterey High School; and by September of 1948, MPC enrolled 280 students and employed 20 faculty members, and began holding classes on the Monterey campus at 980 Fremont Street; and

WHEREAS, MPC's need to accommodate its growing student population became evident by 1957 when its enrollment approached 1,000 students, which led to the construction of its engineering building in 1958, the library in 1960, and the Art and Music Center and swimming pool in 1962; and continued its expansion in 1965, when new buildings for business, humanities, life sciences, physical education, physical sciences, and social sciences were constructed, as were the Lecture Forum, the College Theater, and the Student Center; and

WHEREAS, from 1971 to 1993, in cooperation with the U.S. Army, MPC operated an education center at Fort Ord, the former U.S. military base located in Northern Monterey County until its closure in 1994, benefiting the communities in the north side of MPC's service area, including armed forces personnel and their families; and

WHEREAS, in 1982-83, MPC and Community Hospital of the Monterey Peninsula entered into a partnership from which the Maurine Church Coburn School of Nursing was born, resulting in a generation of nurses who have cared for and taken care of countless members of MPC's surrounding communities; and

WHEREAS, MPC continued to strive to meet the educational needs of its surrounding communities with the construction of its Library and Technology Center in 2003 and the Child Development Center in 2007, the development of the Public Safety Training Center in 2009; and the construction of the Education Center at Marina in 2010; and

WHEREAS, MPC has hosted notable figures throughout its history, including James Baldwin, Joan Baez, William F. Buckley, Supreme Court Justice William O. Douglas, Aldous Huxley, Dr. Martin Luther King, Jr., Dr. Margaret Mead, Joyce Carol Oates, Dr. J. Robert Oppenheimer, Rosa Parks, Ronald Reagan, Eleanor Roosevelt, Pierre Salinger, Carl Sandburg, and Carlos Santana; and

WHEREAS, since its humble beginnings in 1947, MPC has established itself as essential to the educational and cultural development of the Monterey Peninsula and has improved the lives of innumerable students, and by extension their families and its communities; and

WHEREAS, as MPC approaches its 75th year, it now offers exceptional educational opportunities at its campus in Monterey, its Education Center at Marina, its Public Safety Training Center in Seaside, its partner high schools, and online, as well as comprehensive supportive resources and specialized programs dedicated to ensuring its students have the tools they need to succeed; and

WHEREAS, MPC will celebrate its 75th anniversary throughout the 2022-23 Academic Year to commemorate this important milestone and to increase awareness of MPC's positive impact on its surrounding communities and the wealth of educational, professional, and personal enrichment opportunities it has to offer;

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Marina recognizes and commends Monterey Peninsula College on the eve of this special occasion, for its steadfast, 75 year-long commitment to transforming lives through education.

*Passed and Adopted
September 7, 2022*

Bruce C. Delgado
Mayor

Kathy Y. Biala
Mayor Pro Tem

David Burnett
Council Member



Lisa Berkley
Council Member

Cristina Medina Dirksen
Council Member

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 08/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	08/19/2022	100596	Accounts Payable	Ace Hardware		115.68
	Invoice		Date	Description		Amount
	082689		08/05/2022	Airport		36.01
	082726		08/09/2022	Fumigation Repair		54.60
	082749		08/11/2012	Airport Supplies		16.37
	082769		08/15/2022	Roller City Hockey		8.70
Check	08/19/2022	100597	Accounts Payable	WorleyParsons Group Inc.		36,726.25
	Invoice		Date	Description		Amount
	383295		07/11/2022	Professional Services - MPWSP - June-July 2022		36,726.25
Check	08/19/2022	100598	Accounts Payable	Allstar Fire Equipment Inc.		74.96
	Invoice		Date	Description		Amount
	241626		07/31/2022	Leather Shield for Division Chief Helmet		74.96
Check	08/19/2022	100599	Accounts Payable	American Supply Co.		589.95
	Invoice		Date	Description		Amount
	0170831		08/09/2022	Liners-Branches		589.95
Check	08/19/2022	100600	Accounts Payable	California Building Standards Commission		1,225.80
	Invoice		Date	Description		Amount
	Q2 Apr-Jun 2022		08/10/2022	Q2 Apr-Jun 2022 Green Building Fees		1,225.80
Check	08/19/2022	100601	Accounts Payable	California Department of Transportation		102.32
	Invoice		Date	Description		Amount
	SL221414		07/27/2022	Traffic Signals		102.32
Check	08/19/2022	100602	Accounts Payable	Petty Cash		1,290.00
	Invoice		Date	Description		Amount
	Petty Cash 8/22		06/30/2022	Replenish Petty Cash		1,290.00
Check	08/19/2022	100603	Accounts Payable	Coast Counties Glass, Inc		2,689.00
	Invoice		Date	Description		Amount
	05216		04/22/2022	Library		1,599.00
	04890		04/22/2022	Library		940.00

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 08/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05799			Furnish Auto Door Bottom		150.00
	08/19/2022	100604	Accounts Payable	Robert & Diane Creasey Living Trust		250.00
	Invoice		Date	Description		Amount
Check	08-06-22 vd			Rental Refund - Vince DiMaggio		250.00
	08/19/2022	100605	Accounts Payable	CSG Consultants		65,797.50
	Invoice		Date	Description		Amount
	45848		08/12/2022	Phase 1C CFD		507.00
	45485		08/12/2022	Annual Street Resurfacing		8,221.00
	45486		08/12/2022	Roadways		3,725.00
	45487		08/12/2022	Salinas Ave Widening		169.00
	45488		08/12/2022	Local Roadway Safety Plan		676.00
	45489		08/12/2022	Duplex Housing Renovation		507.00
	45490		08/12/2022	PPIP Update		169.00
	45491		08/12/2022	Martin Luther King Jr Statue		338.00
	45493		08/12/2022	Staff Augmentation		1,859.00
	45494		08/12/2022	RWQCB		169.00
	45495		08/12/2022	FORA		169.00
	45496		08/12/2022	MST		507.00
	45497		08/12/2022	Sea Haven Phase 3 Map/Plan Review		6,168.50
	45498		08/12/2022	Sea Haven Phase 3A Inspection		1,980.00
	45499		08/12/2022	Sea Haven Phase 5A Inspection		924.00
	45500		08/12/2022	Marina Station		1,183.00
	45501		08/12/2022	Dunes Phase 2 East		4,943.00
	45502		08/12/2022	Dunes Phase 2 West		1,373.00
	45503		08/12/2022	Dunes Op Site 1A		1,124.00
	45504		08/12/2022	Dunes Phase 3 West		2,366.00
	45505		08/12/2022	Hampton Inn (120 Reservation Road)		961.00
	45506		08/12/2022	Sea Haven Inspection Phase 3B		792.00
	45507		08/12/2022	Sea Haven Phase 4 Map/Plan Review		2,197.00
	45508		08/12/2022	Seacrest Apartments 3108 Seacrest Ave		961.00
	45509		08/12/2022	Dunes Phase 1B Promenade		11,005.00
	45510		08/12/2022	Via Del Mar Subdivision (3220 Abdy Way)		792.00
	45511		08/12/2022	Sea Haven Phase 4 Rough Grading		7,656.00

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 08/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	45512		08/12/2022	Home2Suites by Hilton		660.00
	45513		08/12/2022	Quick Quack Carwash		3,696.00
	08/19/2022	100606	Accounts Payable	Dave's Repair Service		90.00
	Invoice		Date	Description		Amount
Check	34119DG		08/02/2022	Monthly Site Inspections as Designated Operator		90.00
	08/19/2022	100607	Accounts Payable	Doug McCoun		349.20
	Invoice		Date	Description		Amount
Check	07-08-22		07/08/2022	Refund for airline ticket to Spokane, WA for Fire Engine		349.20
	08/19/2022	100608	Accounts Payable	Epic Aviation		88,736.47
	Invoice		Date	Description		Amount
Check	7578632		06/23/2022	Jet A Fuel		37,318.15
	7582726		07/06/2022	AVGAS 100LL		51,418.32
	08/19/2022	100609	Accounts Payable	First Alarm		120.00
	Invoice		Date	Description		Amount
Check	697844		08/05/2022	Alarm Monitoring - 209 Cypress Ave - Fire		120.00
	08/19/2022	100610	Accounts Payable	Forms and Surfaces, Inc.		5,747.66
	Invoice		Date	Description		Amount
Check	0000355905		08/12/2022	Shop Supplies		5,747.66
	08/19/2022	100611	Accounts Payable	Gatzke Dillon & Ballance		2,093.00
	Invoice		Date	Description		Amount
Check	13919		05/15/2022	Professional Services - April 2022		1,148.00
	14052		07/14/2022	Professional Services - May -June 2022		945.00
	08/19/2022	100612	Accounts Payable	Gavilan Pest Control		164.00
	Invoice		Date	Description		Amount
Check	0147792		08/02/2022	Pest Control Rodents		164.00
	08/19/2022	100613	Accounts Payable	Harris & Associates		2,377.07
	Invoice		Date	Description		Amount
Check	53730		08/05/2022	Injin Parkway improvement Plan		2,377.07
	08/19/2022	100614	Accounts Payable	Jeff Katz Architectural Corp.		6,310.00

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 08/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	21139		06/30/2022	Marina Aquatic and Sports Center Design Phase		6,310.00
	08/19/2022	100615	Accounts Payable	Christopher Johnson		1,500.00
Check	Invoice			Description		Amount
	001		06/06/2022	SYMLOG Training - MATERIALS for Team Building Workshop		1,500.00
	08/19/2022	100616	Accounts Payable	Keisarina Fa'avesi		250.00
Check	Invoice			Description		Amount
	08-13-22 vd		08/13/2022	Rental Refund - Vince DiMaggio		250.00
	08/19/2022	100617	Accounts Payable	L.N. Curtis & Sons		89.20
Check	Invoice			Description		Amount
	INV620682		08/08/2022	Sledge Hanger/Pocket Mounting Kit		89.20
	08/19/2022	100618	Accounts Payable	Marina Coast Water District		4,047.73
Check	Invoice			Description		Amount
	000056043 072922		07/29/2022	761 Neeson Road/Airport		198.02
	000056044 072922		07/29/2022	781 Neeson Road/Airport		150.82
	000056049 072922		07/29/2022	Imjin Rd (Irrigation/Backflow Accts)		189.90
	000056051 072922		07/29/2022	721 Neeson Road/Airport		372.63
	000056092 072922		07/29/2022	741 Neeson Road/Airport		1,156.70
	000056096 072922		07/29/2022	3271 Imjin Road/Airport		107.88
	000056097 072922		07/29/2022	3200 Imjin Road/Airport		485.63
	000056036 072922		07/29/2022	2nd Ave/Divarty & Intergarrison		171.02
	000056037 072922		07/29/2022	2nd Ave		171.02
	000056095 072922		07/29/2022	2nd Ave		328.50
	000056099 072922		07/29/2022	9th Street West of 2nd Ave		175.74
	000056100 072922		07/29/2022	9th Street (Irrigation) Parcels L&M		539.87
	08/19/2022	100619	Accounts Payable	Monterey One Water		2,446.83
	Invoice			Description		Amount
	13-000152 073122		07/31/2022	741 Neeson Rd 527		12.90
	13-002930 073122		07/31/2022	3200 Imjin Road		958.00
	12-000192 073122		07/31/2022	3200 Del Monte Blvd		47.90
	12-001627 073122		07/31/2022	211 Hillcrest Ave		324.70

User: Rogah Satof

Pages: 4 of 7

8/18/2022 9:47:31 AM

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 08/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12-000009	073122	07/31/2022	208 Palm Ave		210.41
	13-000148	073122	07/31/2022	781 Neeson Rd 520		82.74
	13-000149	073122	07/31/2022	791 Neeson Rd		49.69
	13-000153	073122	07/31/2022	771 Neeson Rd 529		49.69
	13-000157	073122	07/31/2022	721 Neeson Rd Bldg 533		330.96
	13-000158	073122	07/31/2022	711 Neeson Rd 535		82.74
	13-000159	073122	07/31/2022	761 Neeson Rd Bldg 524		220.40
	13-000144	073122	07/31/2022	3200 Imjin Rd 507		28.80
	13-000145	073122	07/31/2022	3260 Imjin Rd 514		47.90
	08/19/2022	100620	Accounts Payable	MyFleetCenter - Wisconsin Quick Lube		234.98
	Invoice		Date	Description		Amount
	36765576		08/09/2022	2020 Dodge Durango 819		97.97
Check	36765651		08/10/2022	Ford F150 Pickup 878		137.01
	08/19/2022	100621	Accounts Payable	Newton Bros. Tire & Auto		130.00
	Invoice		Date	Description		Amount
Check	434978		08/10/2022	2014 Chevy Caprice		130.00
	08/19/2022	100622	Accounts Payable	Nor Cal Signal Supply		384.56
	Invoice		Date	Description		Amount
Check	1188-1		06/23/2022	Shop Supplies		384.56
	08/19/2022	100623	Accounts Payable	Office Depot		1,078.57
	Invoice		Date	Description		Amount
Check	256702682001		07/20/2022	Office Depot Planning Supplies		29.99
	259140813001		08/05/2022	20 Case of Copier Paper		1,048.58
	08/19/2022	100624	Accounts Payable	Overhead Door Company		260.00
Check	126445		08/03/2022	Fire Department		260.00
	08/19/2022	100625	Accounts Payable	Pacific Crest Engineering		1,243.60
	Invoice		Date	Description		Amount
	10869		05/31/2022	Cypress Knolls Building Removal Project		93.60
	11003		06/30/2022	Glorya Jean Tate Park Site Improvements and Pump Track		1,150.00

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 08/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/19/2022	100626	Accounts Payable	Pacific Gas & Electric		2,773.45
	Invoice		Date	Description		Amount
	July-Aug 720-0		08/11/2022	PG&E - 0167505720-0		793.62
	July-Aug 562-0		08/11/2022	PG&E - 4758891562-0		975.11
	July-Aug 085-2		08/11/2022	PG&E - 5434906085-2		103.63
	July-Aug 148-6		08/10/2022	PG&E - 5593414148-6		238.24
	July-Aug 943-2		08/10/2022	PG&E - 6150212943-2		82.94
	July-Aug 202-3		08/11/2022	PG&E - 6594070202-3		113.99
	July-Aug 582-7		08/10/2022	PG&E - 8161432582-7		145.22
	July-Aug 353-7		08/10/2022	PG&E - 9930567353-7		47.97
	288-5.Jun22		06/10/2022	Account# 7175660288-5		272.73
Check	08/19/2022	100627	Accounts Payable	Ryan Ranch Printers		103.79
	Invoice		Date	Description		Amount
	23166		08/12/2022	Business Cards for Accounts Payable		103.79
Check	08/19/2022	100628	Accounts Payable	Sentry Alarm Systems of America, Inc.		285.00
	Invoice		Date	Description		Amount
	2196965		08/15/2022	Alarm Monitoring - Sports Center 2800 2nd Ave -Sept. - Nov 2022		285.00
Check	08/19/2022	100629	Accounts Payable	Sierra Springs & Alhambra		11.98
	Invoice		Date	Description		Amount
	14225799 081322		08/13/2022	209 Cypress Ave		11.98
Check	08/19/2022	100630	Accounts Payable	TechRx Technology Services		30.00
	Invoice		Date	Description		Amount
	10210		06/30/2022	Mint Mobile for 3 months		30.00
Check	08/19/2022	100631	Accounts Payable	Tripepi, Smith & Associates, Inc.		610.00
	Invoice		Date	Description		Amount
	8472		07/31/2022	Redistricting Annual Website Hosting Servicing		610.00
Check	08/19/2022	100632	Accounts Payable	Verde Design, Inc.		1,980.00
	Invoice		Date	Description		Amount
	19-2012501		06/30/2022	Gloria Jean Tate Park Pump, Track & Restroom Improvements		900.00
	20-2012501		08/12/2022	Gloria Jean Tate Park Pump, Track and Restroom Improvements		1,080.00

User: Rogah Satof

Pages: 6 of 7

8/18/2022 9:47:31 AM

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 08/19/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/19/2022	100633	Accounts Payable	Wallace Group, Inc.		14,688.59
	Invoice		Date	Description		Amount
	1585-0011-00		07/28/2022	Gloria Jean Tate Park Pump, Track & Restroom Improvements		11,496.59
	56901		07/28/2022	Airport Project Management		3,192.00
Check	08/19/2022	100634	Accounts Payable	Wellington & Rathie		11,520.00
	Invoice		Date	Description		Amount
	26213		08/10/2022	Joby Aero Inc - June 2022		40.00
	26209		08/10/2022	Marina Municipal Airport Matters - June 2022		220.00
	26217		08/10/2022	Public Records Act Requests - June 2022		520.00
	26215		08/10/2022	Misc Litigation Matters - June 2022		40.00
	26211		08/10/2022	Garbage Franchise - June 2022		40.00
	26210		08/10/2022	Cannabis Matters - June 2022		140.00
	26216		08/10/2022	Misc Personnel Matters - June 2022		1,640.00
	26214		08/10/2022	Land Use & Operations - June 2022		6,900.00
	26212		08/10/2022	General Matters - June 2022		1,980.00
Check	08/19/2022	100635	Accounts Payable	William A. Thayer Construction, Inc		5,359.91
	Invoice		Date	Description		Amount
	2021-01-1		08/08/2022	Repair and Reinstallation of Trash Enclosure Gates		664.65
	2022-13-RET		08/15/2022	2021-13 City Council Chambers Upgrades (Retention)		223.58
	2022-13-01		08/15/2022	2021-13 City Council Chambers Upgrades (Progress bill)		4,471.68
Check	08/19/2022	100636	Accounts Payable	Precision Grade Inc.		653,261.23
	Invoice		Date	Description		Amount
	146		08/08/2022	Annual Street Resurfacing 2021 Phase 2		601,387.43
	147		08/08/2022	Annual Street Resurfacing 2021, Phase 2		51,873.80
EFT	08/19/2022	2498	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,562.50
	Invoice		Date	Description		Amount
	22-16		08/12/2022	Service 8/1-11/2022		3,562.50
905 Chase - Checking Totals:						\$920,700.78
Transactions: 42						
		Checks:	41	\$917,138.28		
		EFTs:	1	\$3,562.50		

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 08/26/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	08/26/2022	100637	Accounts Payable	Ace Hardware		11.97
Invoice						
	082776		08/15/2022	Cust. # 116		Amount
	082793		08/17/2022	Cust. #116		6.52
Check						
	08/26/2022	100638	Accounts Payable	Ace Hardware		5.45
Invoice						
	082787		08/16/2022	Annex Table		102.17
	082792		08/17/2022	Shop Supplies		Amount
	082810		08/18/2022	Pad for Recycle Containers		3.92
	082813		08/19/2022	Shop		54.57
	082818		08/19/2022	Key for Crew		18.38
Check						
	08/26/2022	100639	Accounts Payable	Anita Kerezsi		19.65
Invoice						
	08/26/2022			Description		5.65
				1st instalment for 22-23 SB 90 State		1,875.00
Check						
	08/26/2022	100640	Accounts Payable	AT & T		Amount
Invoice						
	08/26/2022			Description		242.90
Check						
	08/26/2022	100641	Accounts Payable	AT & T		443.10
Invoice						
	000018639673		08/13/2022	7/13-8/12/22 Acc 39673		Amount
	000018648617		08/15/2022	CALNET3-9391023435 (237-267-6922)		70.54
	000018648586		08/15/2022	CALNET3-9391023482 (884-0985)		184.16
	000018648588		08/15/2022	CALNET3-9391023485 (884-2573)		25.96
	000018648593		08/15/2022	CALNET3-9391023490 (884-9568)		26.92
	000018648594		08/15/2022	CALNET3-9391023491 (884-9654)		48.56
Check						
	08/26/2022	100642	Accounts Payable	Bear Electrical Solutions, Inc.		86.96
Invoice						
	16341		07/28/2022	Traffic Signal Maintenance		250.00
Check						
	08/26/2022	100643	Accounts Payable	Carmel Fire Protection Associates		Amount
						250.00
						800.00

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 08/26/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	122339		08/11/2022	Plan review and inspection 499 Russell Way, Marina 6000		200.00
	122338		08/11/2022	Plan review & inspection at 492 Russell Way, Marina 6000		200.00
	122337		08/11/2022	Plan review & inspection at 3013 Shasta Way, Marina 5000		200.00
	122336		08/11/2022	Plan review & inspection at 3015 Shasta Way, Marina 5000		200.00
Check	08/26/2022	100644	Accounts Payable	Carmel Roasters, Inc.		349.60
	Invoice		Date	Description		Amount
	64364		07/06/2022	FD Coffee - 4 boxes		349.60
Check	08/26/2022	100645	Accounts Payable	Carrot-Top Industries		81.89
	Invoice		Date	Description		Amount
	INV108637		07/15/2022	California Flag		81.89
Check	08/26/2022	100646	Accounts Payable	Central Valley Business Forms		549.41
	Invoice		Date	Description		Amount
	241658		08/12/2022	First Responder Record		549.41
Check	08/26/2022	100647	Accounts Payable	Cintas Corporation		120.24
	Invoice		Date	Description		Amount
	4128919965		08/19/2022	Cust# 833-711-5963		50.94
	4128919955		08/19/2022	Mat Service - Police/Fire 08/19/22		69.30
Check	08/26/2022	100648	Accounts Payable	CSG Consultants		11,961.00
	Invoice		Date	Description		Amount
	45492		08/12/2022	Permits/Development		11,961.00
Check	08/26/2022	100649	Accounts Payable	First Alarm		120.00
	Invoice		Date	Description		Amount
	697845		08/05/2022	Cust #9537 - Marina Public Safety Dept.		120.00
Check	08/26/2022	100650	Accounts Payable	Gavilan Pest Control		340.00
	Invoice		Date	Description		Amount
	0147793		08/12/2022	Rodents 120 Seaside Cir Pond/Restrooms		80.00
	0147862		08/12/2022	Squirrels Preston Park		180.00
	0147794		08/12/2022	3126 Shoemaker at Pong Rodents		80.00

User: Rogah Satof

Pages: 2 of 6

8/24/2022 8:20:47 AM

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 08/26/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/26/2022	100651	Accounts Payable	Home Depot Credit Service		222.85
	Invoice			Description		Amount
	08-18-22		08/18/2022	6035322503959813		49.14
	08-12-22		08/12/2022	6035322503959813 PW		173.71
Check	08/26/2022	100652	Accounts Payable	David Johnson		1,500.00
	Invoice			Description		Amount
	6420-1		04/27/2022	SYMLOG Training - May 2022		1,500.00
Check	08/26/2022	100653	Accounts Payable	Kimley-Horn & Associates		6,097.50
	Invoice			Description		Amount
	097789008-0722		07/31/2022	Imjin Parkway PS&E		6,097.50
Check	08/26/2022	100654	Accounts Payable	L.N. Curtis & Sons		763.69
	Invoice			Description		Amount
	INV621881		08/11/2022	MSA Speaker Module		763.69
Check	08/26/2022	100655	Accounts Payable	Marina Coast Water District		3,846.54
	Invoice			Description		Amount
	000056014 080412		08/04/2022	3200 Del Monte Blvd		3,011.36
	000056085 080422		08/04/2022	Crescent/Whitney Irrigation		27.26
	000056030 080422		08/04/2022	Crescent Ave/Reser Rd/Ramada Inn		36.77
	000056087 080422		08/04/2022	Crescent Ave/Costa Del Mar Irrigation		27.26
	000056008 080422		08/04/2022	Reservation & Del Monte		27.26
	000056086 080422		08/04/2022	Crescent Ave/Sirena Del Mar Irrigation		27.26
	000056015 080422		08/04/2022	Corner of Cardoza & Dolphin Circle		60.52
	000056034 080422		08/04/2022	3240 De Forest Road		397.80
	000056084 080422		08/04/2022	Crescent/Shuler/Irrigation		27.26
	000056032 080422		08/04/2022	Crescent Ave/Costa Del Mar East Side		60.52
	000056098 080422		08/04/2022	3254 Abdy Way (Tate Park-Building)		50.60
	000056011 080422		08/04/2022	3254 Abdy Way (Tate-Park Irrigation)		92.67
Check	08/26/2022	100656	Accounts Payable	Monterey Power Sports, LP		639.34
	Invoice			Description		Amount
	94048160		08/16/2022	PD Motorcycle		639.34
Check	08/26/2022	100657	Accounts Payable	Monterey Tire Service		655.25

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 08/26/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	1-107808			PD Tires		655.25
	08/26/2022	100658	Accounts Payable	My Chevrolet		1,509.23
	Invoice			Description		Amount
Check	CVC5245418			15 Chevy Caprice PD		170.00
	CVC5244418			15 Chevy Caprice PD		1,277.28
	133953CVR			Hose PD		61.95
	08/26/2022	100659	Accounts Payable	MyFleetCenter - Wisconsin Quick Lube		102.15
Check	Invoice			Description		Amount
	4170			2020 Chrysler Voyager PD		102.15
	08/26/2022	100660	Accounts Payable	Newton Bros. Tire & Auto		1,496.40
	Invoice			Description		Amount
Check	435087			PD		1,496.40
	08/26/2022	100661	Accounts Payable	Office Depot		60.59
	Invoice			Description		Amount
	259235348001			Office Supplies		27.36
Check	261052278001			Office Supplies		33.23
	08/26/2022	100662	Accounts Payable	Pacific Gas & Electric		11,289.33
	Invoice			Description		Amount
	288-5.Jul22			781 Neeson Rd Bldg 520 7175660288-5		451.25
	608-2.Aug22			3260 Imjin Rd Bldg 514 7383993608-2		832.23
	451-7.Aug22			3271 Imjin Rd 8600650451-7		198.05
	098-7.Aug22			761 Neeson Rd Bldg 524 680558098-7		7,253.09
	347-0.Aug22			3263 Imjin Rd Bldg 519 6258961347-0		619.26
	694-1.Aug22			721 Neeson Rd Bldg 533 7269284694-1		1,179.34
	767-2.Aug22			751 Neeson Rd Bldg 526 2652040767-2		82.91
	7/13-8/11/22			Acc 3242976210-0		152.88
	July-Aug 0827-8			PG&E - 0423929827-8		124.37
Check	July-Aug 851-0			PG&E - 3440977851-0		175.91
	July-Aug 535-3			PG&E - 6161832535-3		220.04
	08/26/2022	100663	Accounts Payable	Potter's Electronics		2,261.70

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 08/26/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	33522		08/17/2022	teen center surveillance		49.16
	33509		08/14/2022	Preston Park Surveillance		941.54
	33508		08/14/2022	Teen Center Surveillance		1,271.00
Check	08/26/2022	100664	Accounts Payable	Trucksis Enterprises		117.99
	Invoice			Description		Amount
	12902		08/12/2022	banner		117.99
	08/26/2022	100665	Accounts Payable	United Parcel Service		50.31
Check	Invoice			Description		Amount
	00008Y4481332		08/13/2022	Acct# 8Y4481 - Shipping fees to Lighthouse Uniform		50.31
	08/26/2022	100666	Accounts Payable	Verizon Wireless		293.59
	Invoice			Description		Amount
Check	991109889		08/10/2022	Monthly Verizon Bill-308174766		293.59
	08/26/2022	100667	Accounts Payable	William Avery and Associates		7,900.00
	Invoice			Description		Amount
	3459		08/16/2022	Superintendent Search		7,900.00
Check	08/26/2022	100668	Accounts Payable	Marina Employees Association		135.00
	Invoice			Description		Amount
	08-19-22		08/19/2022	24 - MEA Dues		135.00
	08/26/2022	100669	Accounts Payable	Marina Professional Fire Fighters Association		300.00
Check	Invoice			Description		Amount
	08-19-22		08/19/2022	35 - MPFFA Dues		300.00
	08/26/2022	100670	Accounts Payable	Premier Access Insurance		3,060.80
	Invoice			Description		Amount
EFT	09-01-22		09/01/2022	101 - Dental EE+I*		5,627.32
	09-01-22.		09/01/2022	Dental Claim (09/2022)		(2,566.52)
	08/26/2022	2510	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	240.00
	Invoice			Description		Amount

User: Rogah Satof

Pages: 5 of 6

8/24/2022 8:20:47 AM

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 08/26/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	08-19-22			23 - MPOA Dues		240.00
	08/26/2022	2511	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,296.00
	Invoice		Date	Description		Amount
	08-19-22		08/19/2022	25 - POA Dues		1,296.00
905 Chase - Checking Totals:						\$61,085.54
Checks:						
EFTs:						
		34		\$59,549.54		
		2		\$1,536.00		
Transactions: 36						

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	09/02/2022	100671	Accounts Payable	Access Monterey Peninsula		29,943.52
	Invoice			Description		Amount
	06-30-2022		06/30/2022	Qtr 4 -PEG		29,943.52
Check	09/02/2022	100672	Accounts Payable	Ace Hardware		88.46
	Invoice			Description		Amount
	082702		08/05/2022	Cust. # 116		29.49
	082866		08/24/2022	Cust. # 116		58.97
Check	09/02/2022	100673	Accounts Payable	Ace Hardware		157.28
	Invoice			Description		Amount
	082815		08/19/2022	Trash Receptacle Pad		65.42
	082821		08/19/2022	Trash Receptacle Pad		16.35
	082864		08/24/2022	Center Island		8.72
	082866		08/24/2022	Filter Red Push On		58.97
	082852		08/23/2022	Windy Hill Park Trash Can		7.82
Check	09/02/2022	100674	Accounts Payable	Ace High Designs Inc.		95.05
	Invoice			Description		Amount
	01004712		08/09/2022	Cust #01956		95.05
Check	09/02/2022	100675	Accounts Payable	Advantage Gear		968.04
	Invoice			Description		Amount
	56681-1		08/26/2022	Uniform for G. Sales & R. Dunlap		968.04
Check	09/02/2022	100676	Accounts Payable	Altius Medical		93.80
	Invoice			Description		Amount
	18081		08/23/2022	Cust #175		93.80
Check	09/02/2022	100677	Accounts Payable	Andon Laundrymat Service		123.00
	Invoice			Description		Amount
	5		08/05/2022	Ticket #5909 - July 14, 2022		123.00
Check	09/02/2022	100678	Accounts Payable	AT & T		763.91
	Invoice			Description		Amount

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08-14-22		08/14/2022	Acct # 831 384-7723 454 4		763.91
	09/02/2022	100679	Accounts Payable	AT & T		217.32
	Invoice		Date	Description		Amount
Check	000018639710		08/13/2022	BAN #9391023434		167.08
	000018648582		08/15/2022	BAN #9391023478		50.24
	09/02/2022	100680	Accounts Payable	Avaya, Inc.		12.49
Check	Invoice		Date	Description		Amount
	2734595243		08/04/2022	Acct #0100828859		12.49
	09/02/2022	100681	Accounts Payable	Branch's Janitorial		5,121.35
Check	Invoice		Date	Description		Amount
	228462		08/25/2022	Custodial Service for August		2,886.35
	228460		08/25/2022	Janitorial Service - Police/Fire/Airport August 2022		2,235.00
Check	09/02/2022	100682	Accounts Payable	Carmel Fire Protection Associates		200.00
	Invoice		Date	Description		Amount
	122344		08/18/2022	Plan review and inspection at Joby Kitchen, 771 Neeson		200.00
Check	09/02/2022	100683	Accounts Payable	Cintas Corporation		1,213.45
	Invoice		Date	Description		Amount
	5121505904		08/23/2022	Medical Kit Supplies x 5		1,213.45
Check	09/02/2022	100684	Accounts Payable	Petty Cash		1,838.50
	Invoice		Date	Description		Amount
	717 - 8/23/2022		08/25/2022	Replenish Petty Cash		1,838.50
Check	09/02/2022	100685	Accounts Payable	Community Hospital of the Monterey Peninsula		162.00
	Invoice		Date	Description		Amount
	08-08-22		08/08/2022	Guarantor #12252 - July 2022		162.00
Check	09/02/2022	100686	Accounts Payable	CSG Consultants		2,969.84
	Invoice		Date	Description		Amount
	B221424		08/01/2022	CSG Building Plan Review Services 4/1/22-4/30/22		2,969.84
Check	09/02/2022	100687	Accounts Payable	Salinas Valley Tire		3,891.10

User: Rogah Satof

Pages: 2 of 8

9/1/2022 9:06:48 AM

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	1-72947		08/10/2022	07 Ferrara Fire Apparatus		3,891.10
	09/02/2022	100688	Accounts Payable	Don Chapin Company, Inc.		465,421.50
	Invoice			Description		Amount
Check	72142		08/23/2022	Reservation Road Grind/Pave/Crackfill & Stipe		465,421.50
	09/02/2022	100689	Accounts Payable	Ewing		101.63
	Invoice			Description		Amount
Check	17652371		08/24/2022	Yard Supplies		101.63
	09/02/2022	100690	Accounts Payable	Fastenal Company		636.91
	Invoice			Description		Amount
Check	CASAL154470		08/08/2022	Wrench Set		179.15
	CASAL154823		08/24/2022	Sm Engine Fuel		457.76
	Invoice			Description		Amount
Check	09/02/2022	100691	Accounts Payable	First Alarm		440.37
	09/02/2022	100692	Accounts Payable	First American Title Company		790.00
	Invoice			Description		Amount
Check	14814-12814261		01/10/2022	Preliminary Report		395.00
	12814-12814276		04/28/2022	Monterey Peninsula Regional Park Preliminary Report		395.00
	Invoice			Description		Amount
Check	09/02/2022	100693	Accounts Payable	Gavilan Pest Control		1,225.00
	09/02/2022	100694	Accounts Payable	Hinderliter, de Llamas & Associates		2,562.46
	Invoice			Description		Amount
Check	SIN020622		08/23/2022	Q1 2022 Sales Tax and Audit Svcs		2,562.46
	09/02/2022	100695	Accounts Payable	Jeff Katz Architectural Corp.		32,462.50

User: Rogah Satof

Pages: 3 of 8

9/1/2022 9:06:48 AM

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice		Date	Description	Amount	
	21206		07/31/2022	Marina Aquatic and Sports Center Design Phase	32,462.50	
	09/02/2022	100696	Accounts Payable	L.N. Curtis & Sons	3,855.88	
	Invoice		Date	Description	Amount	
	INV625927		08/24/2022	Repair Hurst eDrualic E3	1,290.48	
Check	INV624893		08/22/2022	Brush Coat, XXL Yellow	327.76	
	INV625549		08/18/2022	Wildland Coat & Pants, XL	868.96	
	INV626591		08/26/2022	Extended Life Battery for eDrualic	1,368.68	
	09/02/2022	100697	Accounts Payable	Language Line, LLC	326.99	
	Invoice		Date	Description	Amount	
Check	10589943		07/31/2022	Acct #9020101064 - Marina Public Safety	326.99	
	09/02/2022	100698	Accounts Payable	Marina Backflow Co.	325.00	
	Invoice		Date	Description	Amount	
Check	2214		07/13/2022	Test of Backflow Devices	325.00	
	09/02/2022	100699	Accounts Payable	Marina Coast Water District	780.41	
	Invoice		Date	Description	Amount	
	07-29-22 A		07/29/2022	Acct # 091 - 751 Neeson Rd, Bldg #526	150.82	
	07-29-22 B		07/29/2022	Acct # 014874 000 - 289 12th St	126.13	
Check	000056007	081222	08/12/2022	Calif Ave/North of 3rd	89.02	
	000056020	081321	08/13/2021	304 Hillcrest Ave	352.96	
	000056025	041219	04/12/2019	327 Reindollar Ave	61.48	
	09/02/2022	100700	Accounts Payable	Marina Plumbing	245.30	
	Invoice		Date	Description	Amount	
Check	51964		08/25/2022	Airport Wax Ring/Sealer	245.30	
	09/02/2022	100701	Accounts Payable	Monterey County - Emergency Communications	139,908.00	
	Invoice		Date	Description	Amount	
Check	09-01-22		08/29/2022	Monterey County Emergency Communication Quarter 2 Invoice 22/23	139,908.00	
	09/02/2022	100702	Accounts Payable	Monterey County Convention & Visitors Bureau	30,688.02	

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	May 2022			May 2022 TID		14,323.32
	Jun 2022			Jun 2022 TID		16,364.70
Check	09/02/2022	100703	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		6,839.99
	Invoice			Description		Amount
	25474A-IN			Fuel Regular/Ethanol and Diesel		6,839.99
Check	09/02/2022	100704	Accounts Payable	Monterey County Weekly		232.50
	Invoice			Description		Amount
	225-090198-00002			Legal Notice Crossing Installation Bid		232.50
Check	09/02/2022	100705	Accounts Payable	Monterey Tire Service		26.73
	Invoice			Description		Amount
	1-107836			18 Chevy Colorado		26.73
Check	09/02/2022	100706	Accounts Payable	MSA Systems, Inc.		6,057.85
	Invoice			Description		Amount
	SGX17865			Customer ID - MARINAPD01		6,057.85
Check	09/02/2022	100707	Accounts Payable	MyFleetCenter - Wisconsin Quick Lube		274.56
	Invoice			Description		Amount
	36766144			2015 Chevy Caprice PD		149.79
Check	36766258			2020 Dodge Durango Truck		124.77
	09/02/2022	100708	Accounts Payable	Natividad Medical Center		155.00
	Invoice			Description		Amount
Check	08-17-22 A			Marina PD		93.00
	08-17-22 B			Marina PD		62.00
	09/02/2022	100709	Accounts Payable	Newton Bros. Tire & Auto		486.96
Check	Invoice			Description		Amount
	435162			21 Dodge Durango PD		486.96
	09/02/2022	100710	Accounts Payable	Noland, Hamerly, Etienne & Hoss		45,751.00
Check	Invoice			Description		Amount
	223339			Public Records Act - July-August 2022		197.50

Marina, CA LIVE
Payment Batch Register
 Bank Account: 905 - Chase - Checking
 Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	223340		08/18/2022	General Representation - July-August 2022		28,681.25
	223341		08/18/2022	City Council Meeting - July-August 2022		5,964.50
	223343		08/18/2022	Contracts - July-August 2022		10,512.75
	223342		08/18/2022	Personnel - July-August 2022		395.00
	09/02/2022	100711	Accounts Payable	Pacific Gas & Electric		31,540.15
	Invoice		Date	Description		Amount
	103-6.Aug22		08/12/2022	3200 Imjin Rd (8030427103-6 July-Aug22)		14,991.91
	July-Aug 272-1		08/18/2022	PG&E - 2862559272-1		37.42
	July-Aug 172-2		08/19/2022	PG&E - 5618207172-2		762.32
	July-Aug 362-9		08/19/2022	PG&E - 5996678362-9		119.42
	July-Aug 683-2		08/18/2022	PG&E 6217294683-2		1,025.73
	288-5.Aug22		08/11/2022	781 Neeson Rd Bldg 520 (717566022-8 July-Aug 22)		396.19
	533-8.AUG22		08/18/2022	Lake Dr @ Reservation Rd		161.13
	July-Aug 795-7		08/23/2022	PG&E - 4467294795-7		473.62
	July - Aug 483-6		08/16/2022	PG&E - 3982644483-6		13,572.41
Check	09/02/2022	100712	Accounts Payable	Carolyn Pellova		2,000.00
	Invoice		Date	Description		Amount
	08-31-22		08/31/2022	C. Pellova - Summer Semester Reimbursement		2,000.00
Check	09/02/2022	100713	Accounts Payable	Quill Corporation		92.84
	Invoice		Date	Description		Amount
	26706398		08/01/2022	Acct # 7474999		42.60
	26996542		08/11/2022	Acct # 7474999		50.24
Check	09/02/2022	100714	Accounts Payable	Regional Government Services		1,432.59
	Invoice		Date	Description		Amount
	13893		07/31/2022	Quick Quack - July		114.64
	13894		07/31/2022	Contract Services for Planning - July		1,317.95
Check	09/02/2022	100715	Accounts Payable	Rincon Consultants, Inc.		20,018.00
	Invoice		Date	Description		Amount
	41449		08/15/2022	Rincon 7/31/22		7,616.25
	41563		08/16/2022	DVSP		12,401.75
Check	09/02/2022	100716	Accounts Payable	Sara Steck Myers		3,390.00

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	08-01-22		08/01/2022	Professional Services - MPWSP - July 2022		3,390.00
	09/02/2022	100717	Accounts Payable	Shartsis Friese LLP		102,981.55
Check	Invoice			Description		Amount
	5460693		08/26/2022	Professional Services - MPWSP - July 2022		102,981.55
	09/02/2022	100718	Accounts Payable	South Bay Regional Public Safety Training Cons.		450.00
Check	Invoice			Description		Amount
	223059		08/10/2022	Marin Police Dept - Driving PSP Course 8/4/22		450.00
	09/02/2022	100719	Accounts Payable	Teri Black & Company		17,753.27
Check	Invoice			Description		Amount
	22-0829-333		08/29/2022	Assistant Finance Director Recruitment		17,753.27
	09/02/2022	100720	Accounts Payable	Tri County Fire Protection		161.77
Check	Invoice			Description		Amount
	SY105404		08/24/2022	Automatic Fire Suppression System		161.77
	09/02/2022	100721	Accounts Payable	United Parcel Service		1.29
Check	Invoice			Description		Amount
	00008Y4481322		08/06/2022	Shipper #8Y4481		1.29
	09/02/2022	100722	Accounts Payable	Verde Design, Inc.		2,702.63
Check	Invoice			Description		Amount
	4-2121700		08/12/2022	Dunes Park Rough Grading Plan and Site Survey		2,702.63
	09/02/2022	100723	Accounts Payable	Verizon Wireless		1,994.20
Check	Invoice			Description		Amount
	9913732342		08/18/2022	Acct #272493672-00001		1,994.20
	09/02/2022	100724	Accounts Payable	Wellington & Rathie		60.00
Check	Invoice			Description		Amount
	26218		08/10/2022	Wellington and Rathie - The Dunes		60.00
	09/02/2022	100725	Accounts Payable	Xerox Financial Services		239.26

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 09/02/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	3451399		08/28/2022	Acct: 010-0066774-001 FD Monthly Copier Fees		239.26
Check	09/02/2022	100726	Accounts Payable	Cheryl Kent		1,320.00
	Invoice			Description		Amount
Check	2022-105		08/18/2022	Code Force Investigations		1,320.00
	09/02/2022	100727	Accounts Payable	Vision Service Plan		1,961.66
EFT	Invoice			Description		Amount
	09-01-22		09/01/2022	103 - Vision EE*		1,814.19
EFT	09-01-22.		09/01/2022	VSP Adjustment (09/2022)		147.47
	09/02/2022	2523	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,942.50
EFT	Invoice			Description		Amount
	22-17		08/26/2022	Service 8/15-26/2022		3,942.50
EFT	09/02/2022	2524	Accounts Payable	Wex Bank	071000288 / 4539508	186.87
	Invoice			Description		Amount
905 Chase - Checking Totals:	83125408		08/23/2022	Acct #0496-00-52150-7		186.87
	Transactions: 59					\$979,682.25

Checks: 57 \$975,552.88
EFTs: 2 \$4,129.37



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
September 7, 2022

MINUTES

Wednesday, August 3, 2022

5:00 P.M. Closed Session

6:30 P.M. Open Session

SPECIAL MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council 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 2022-94, 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 May 31, 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. Conference with Legal Counsel, Potential litigation, exposure to litigation per: “Conference with Legal Counsel – anticipated litigation, significant exposure to litigation pursuant to paragraph (2)(d) of CA Govt. Code sec. 54956.9 – One potential case
- b. Performance Evaluation of Public Employee, Unrepresented Employee (CA Govt. Code Section 54957(b)(1) – City Manager

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

Heidi Quinn, City Attorney reported out 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.*
 - Les Martin – Announce his candidacy for Council Seat District 4 and provided a detailed background of his qualifications.
 - Mike Owen – Spoke about how the SB330 Housing Crisis Act of 2019 streamlines only housing projects. Noted tree removals on housing projects continue to look to be a relatively minor part of the Tree committee's responsibilities. Commented on the Dunes tree removals in the commercial phases not being part of SB330. Noted that landscaping reviews should be transferred back to the Tree Committee
 - John Sanders – Spoke about the proposed General Obligation Bond that Council considered on July 26th and noted that there were no public meetings held between January 20th and July 26th outside of council meetings. Commented on the opinion survey conducted by FM3. Asked what steps have been taken by council and staff for public engagement on the bond measure?
 - Tommy Bolea – Commented on the National Night Out Event held on Tuesday, gave thanks to all involved in putting it on. Spoke about the city purchasing the building next to City Hall and adding an additional floor to that building versus constructing new building for police/fire and community center. Suggested other uses for the existing building. Spoke about the wild land between East Marina and East Garrison and the need to preserve it. Asked what happens if the city defaults on the bonds.
 - Brian McCarthy – Announced his candidacy for Council Seat District 1 and provided his website address. Asked why there is public announcements on this special city council meeting when normally there isn’t.

- Council Member Medina Dirksen – Asked about the filing deadline for persons interested in running for City Council. Hats off to our police in our fire department for a very successful National Night Out last night. Announced that school is back in session, congratulations parents for getting through the summer. Spoke about White House holding a summit on advanced air mobility including drones and EV Talls, Joe Benbevert, CEO of Joby Aero Inc. was there so hats off to Joby for putting Marina on the map. Commented on the retirement of Monika Collier from our finance department. Spoke about the MST Surf Line and being awarded \$25 million from the state to help fund the Surf Line.
- Council Member Berkley – Heads up to be on the lookout on social media on August 18th at 6:00 pm via Zoom the Marina Democratic Club co-sponsored with the Democratic Women of Monterey County as well as the Not-for-profit Housing is a Human Right, and Monterey County Renters United will be hosting an event called Housing as a Human Rights, Affordable Rents Equal Homelessness Prevention.
- Mayor Delgado – event happening at Cal State University, Monterey Bay tomorrow, Thursday at 7 PM. and this Friday, August 5th at 7 PM at the World Theater will be a production put on by high school students from around the county who put their life challenges into this production. Spoke about attending National Night Out. On Saturday at 9:00 am-1:00pm volunteers are welcome outside the Marina Library to work on a Community Garden and Oak Woodman Restoration Project. On Sunday, August 14th from 10:00am-12:30 pm. we pick up litter along the rec. trail north of town at Lapis Road and Del Monte Blvd. Announced that next year Marina Earth Day is on April 15, 2023, outside the Marina Library.

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 EFT's and Check Numbers 100349-100459, totaling \$461,034.79

b. MINUTES:

(1) July 6, 2022, Regular City Council Meeting

(2) July 12, 2022, Special City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting **Resolution No. 2022-98**, approving the update to the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and; approve the update to Volume 2, Annex G, and; adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, including Annex G as an official plan of the City of Marina.

g. APPROVAL OF AGREEMENTS:

- (1) ~~City Council consider adopting Resolution No. 2022-, approving Amendment No. 1 to the On-Call Landscape Architectural Services agreement between the City of Marina and Verde Design, Inc. (Verde) increasing the annual contract limit to \$650,000 for fiscal year 2022-2023; and authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.~~ ***Pulled by member of the public, becomes agenda item 11d***

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- (1) City Council consider adopting **Resolution No. 2022-99**, accepting the dedication of Public Improvements as shown on the approved Sea Haven Phase 5A Improvement Plans and Final Map, and; authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

i. MAPS: Nonej. REPORTS: (RECEIVE AND FILE): Nonek. FUNDING & BUDGET MATTERS: Nonel. APPROVE ORDINANCES (WAIVE SECOND READING): Nonem. APPROVE APPOINTMENTS: None

Mike Owen requested to pull agenda item 8g(1)

BERKLEY/BIALA: THAT WE APPROVE THE CONSENT AGENDA MINUS 8g(1). 5-0-0-0
Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS:

- a. City Council open a public hearing and consider adopting **Resolution No, 2022-100**, approving the assignment of the Development Agreement related to the Marina Station Project to 3rd Millennium Partners; and read by title only and approve the first reading of Ordinance No. 2022-, approving the first amendment to the development agreement related to the Marina Station Project. ***Continued from June 21, 2022 and July 19, 2022***

Council Questions: The air district and greenhouse gases, or in the solar are those per State law he's outside of the necessary? You mentioned CCNR's and some other nomenclature can you just define what you were talking about? ***FORTAG Trail*** = Was Fred Watson or any of the FORTAG Team involved in this? ***Development Area Parks*** = Do we have the approximate sizes of the parks? Is it true that parks 1, 2, 6, and 8 will have restrooms? How many ballfields are there in this development? So how do we know if one baseball field in that Southwest Corner satisfies the needs for a baseball field for that community called Marina Station? How do we know that there's enough baseball fields for the city, since we lost the one that was planned for park 2? Where those 2 baseball fields decided

during the master planning that had public engagement a few years ago that we referred to frequently? If we won't have any baseball fields in Northern Marina left and if we take the baseball field here, so back to Lane's question, if we do a revision because we have to, because we've lost a couple amenities here that were part of our grand vision, what flexibility does Marina station have? be part of that revision? If we have a baseball field at Park #5 at Marina Station, and we have a baseball field, it's not ours, but it functions very well at Los Arboles Middle School, and we have baseball fields at Preston Park and Maybe we're going to have one maybe we're not going to have one at The Dune City Park next to the Sports Center, those that I just mentioned seem to represent North, Central and South Marina will it be this public process revisioning that will determine if we have enough baseball fields; and what to do about it if we don't but that Marina Station sounds like it might be off the table to incorporate a baseball field if we find out that we need one there? Do you know why we have in Marina Station planned 2 soccer stations and 1 baseball? Is there logic to that? You helped develop East Garrison, correct? When we talk about the footprints for the parks, and we've got \$6.3 million to mitigate can we change a footprint to add things like pickle ball courts or things like that? Is there still time to negotiate what our residents might want? Park maintenance, is there going to be a shared agreement between Marina and the developer? Will all the parks within the development be accessible to the public? Can you tell us what would the total cost of this project would be when it's fully completed? Is Marina Station similar to the arrangement that we have with The Dunes? Can the soccer field that was eliminated from one park be placed in park 2? Why was the baseball field eliminated from park 2?

Berkley/Medina Dirksen: we approve Resolution No. 2022-, approving the assignment of the development agreement related to the Marina Station Project to 3RD Millennium Partners and (2) read by title only in a way, further reading, and approve the first reading of ordinance 2022-, approving the first amendment to the development agreement related to the Marina Station project, and (3) that we come back and have a public information session to further discuss the parks.

Public Comments:

- Karen Andersen – Asked if Park 6 restrooms be available to the Windy Hill Park users, will there be a fence or border? Thanked everyone for their effort in protecting the vernal pools. Thinks it would be well served to know just what the active park amenities inventory throughout the city include.
- Ralph Sirtak – Spoke about the Boy Scouts and using the American Legion building to hold meetings.
- Mike Owen – Asked about the FORTAG Trail on the eastern side; asked if the Maritime Chaparral ecosystem is allowed to flourish instead of being plowed under. Likes the idea the right-side trail goes by the landmark eucalyptus trees. Suggested trimming the northside of the eucalyptus trees to match the southside for aesthetic and safety reasons. Commented on saving the trees at the Dunes Park and never changing the footprint. Asked that along with bringing back the Recreation and Cultural Commission to include the Public Works, Commission to look at the infrastructure for these parks.
- Francine Rodd – Spoke about the First 5 Monterey County program and talked about a section in the General Plan that talks about childcare facilities, and it talks about Armstrong Ranch and industrial centers and that as the community grows that there would be a focus on childcare. Hoping that as that section gets built out, we can look at setting aside some space for childcare.
- Tommy Bolea – Asked if the parks will have artificial turf? Would prefer more indoor stuff such as daycare, swimming pool etc. Asked what was the lawyer litigation about? What percentage of the development is rentals when fully built out?

- Jeff Holder – after seeing the amendment with the new trail systems coming, curious what the privacy is going to look like for the folks that have property up against that that property line the fence line there? Also asked about the lighting concessions for the residents along that area.
- John Laroco – Asked that as we're moving forward with informing the public on the bond measure coming forward and it looks like there's a lot of infrastructure that's been designed into the Marina Station phase if we can relay that information as we're informing the public going forward with the bond measure how we've pre-planned or how we're extending services, you know fire and schooling and additional services for the Marina.
- Brian McCarthy – Commented that it's critical we continue to foster a good relationship with the developer, the community and the city and one way to do that is through the various commissions and boards; and filling those boards with well qualified community members who want to be engage. Provided a little background into the lawsuit/settlement agreement on Armstrong Ranch.

Restated Motion

BERKLEY/MEDINA DIRKSEN: THAT WE APPROVE RESOLUTION 2022-100, APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT RELATED TO THE MARINA STATION PROJECT TO 3RD MILLENNIAL PARTNERS, AND READ BY TITLE ONLY AND WAVE FURTHER READING AND APPROVE THE FIRST READING OF ORDINANCE, 2022-, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT RELATED TO THE MARINA STATION PROJECT; AND THAT WE DISCUSSED THE DETAILS OF THE PARKS IN A PUBLIC MEETING TO BE HELD BETWEEN COUNCIL, PLANNING COMMISSION, AND PARKS AND RECREATION COMMISSION; AND THAT ANYTHING THAT WE HAVE LOST, OR THAT WE HAVE CURRENTLY LOST, AS IT PERTAINS TO THIS AGREEMENT IS EITHER REALLOCATED SOMEPLACE ELSE IN THE CITY, OR WE RECEIVE THE LIEU OF FUNDS WHICH GO INTO THE PARKS IMPACT FEES. 4-1(Burnett)-0-0 Motion Passes by Roll Call Vote

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*
11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council Consider adopting **Resolution No. 2022-101**, awarding a construction contract for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project to Unlimited Environmental Inc. of Long Beach, CA for the base bid in the amount of \$4,245,000; and allocating and appropriating additional blight removal funding in the amount of \$415,440 to project HSF2101 and \$161,560 to project HSF2103 for a total of \$577,000; and authorizing the City Manager to execute contract documents subject to final review and approval by the City Attorney; and authorizing the City Manager or his designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and authorizing the Finance Director to make necessary accounting and budgetary entries.

Council Questions: None

DELGADO/BURNETT: THAT WE ADOPT RESOLUTION NO. 2022-101, AWARDING A CONSTRUCTION CONTRACT FOR THE CITY PARK BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT TO UNLIMITED ENVIRONMENTAL INC. OF LONG BEACH, CA FOR THE BASE BID IN THE AMOUNT OF \$4,245,000; AND ALLOCATING AND APPROPRIATING ADDITIONAL BLIGHT REMOVAL FUNDING IN THE AMOUNT OF \$415,440 TO PROJECT HSF2101 AND \$161,560 TO PROJECT HSF2103 FOR A TOTAL OF \$577,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR POTENTIAL CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comment:

- Joshua Dome – CEO Resource Environmental, pointed out that the #1 and 2 bidders were not responsive of your specifications of holding the right licenses and certifications as specified in your big documents. Those irregularities were waved in favor of the motion that's in front of you and the right thing to do is to award to the only responsive bidder, which is Resource Environmental Inc, who had a fully compliant fully responsive bid, and was properly licensed at time of bid.
 - Sean Dowsing – Attorney representing Resource Environmental. Commented on the bid protest letter submitted and hopes council had time to read it before making any decisions.
 - Mike Owen – Overwhelmed with the how much focus was going into certification of tree service. Spoke about an arborist would be accompanying staff on on-site inspections during tree removal and asked if one was hired.
 - Les Martin – Spoke about the current timeline to get the blight removed and asked why is it taking so long? Looking forward to the Council approving this contract and moving forward.
 - Tommy Bolea – Asked if animal trapping was going to be conducted prior to demolition? Will reclaimed water be used to keep the dust down? Who will police the removal of the trees? Will all the workers be certified?
 - Jill Dupleich – Vice president of a Limited Environmental. Provided clarification on the differences between “licensing and certification”. Spoke about the RFP specifications, legal and procedural documents.
 - Nestor Reyes – Commented about Resource Environmental’s bid protest letter and has no merit. Resource Environmental should be flagged and not be allowed to participate in future projects.
 - Chase Tinsley – Spoke against the previous speakers Jill Dupleich’s and Nester Reyes’s comments. Noted they we're the only contractor in the top 3 that did everything correct. We listed all the required subcontractors. We follow public contract. We had all require licenses. We had all required certifications. we are more than qualified, and we had no unfair advantages.
- b. City Council consider adopting **Resolution No. 2022-102 and Resolution No. 2022-01 (NPC)**, approving the approving the Abrams B Housing Area Budget for FY 2022-2023; and authorizing Finance Director to make appropriate accounting and budgetary entries.

Council Questions: Did you factor in We looked at the march rate prices for our rentals to do factor in at all? How many people are paying below market rentals, and what that is costing our city for not being at market? Have we have done an analysis of what that differential is what the actual differential is between in-place residents and what the current market rate is?

Public Comments

- Les Martin – Commented on the below market rate rents and the need to raise them. Asked about 17th Regiment Court and why they look the way they do, are they not a part of Abrams Park? Also commented on the Community Homeless Solutions homes and why they are not being maintained.
- Denise Turley – Noted that the two properties that Mr. Martin spoke about do not belong to Abrams or Preston Park even though they are geographically with in those neighborhoods. Noted that the market survey that was done was full of errors and missing information.
- Tommy Bolea – Was not aware that Abrams was a non-profit in that area. Commented Marina being the biggest landlords in the city and now seeking a bond when the city is making tons of money and exempt on property taxes.
- Liesbeth Visscher – Wanted to know if the city is making a profit there, or is the city losing money? Would there be room for a rent survey, so that the city can optimize their investments and being landlords there?
- Paula Pelot – Responded to some of the questions and concerns of the previous speakers. Commented on the bond on that property and the operating budget Noted the city is not losing money, we are maintaining an asset.
- John Laroco – Was not aware city owned Abrams Park. Asked how quickly will that bond be paid off, in how many years? How much of the funds that are received are going towards the bond? After it is paid, what are we expecting for revenue for the general fund?

BERKLEY/DELGADO: TO ADOPT RESOLUTION NO. 2022-102 AND RESOLUTION NO. 2022-01 (NPC), APPROVING THE APPROVING THE ABRAMS B HOUSING AREA BUDGET FOR FY 2022-2023; AND AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE ACCOUNTING AND BUDGETARY ENTRIES. 5-0-0-0 Motion Passes by Roll Call Vote

- c. City Council and Corporation Board consider adopting **Resolution No. 2022-103 and Resolution No. 2022-01(PPSC-NPC)**, approving the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2022-23; and authorizing Finance Director to make appropriate accounting and budgetary entries.

Council Questions: Although there is it discrepancy between in-place units and moving rental amounts per month that's a little skewed due to the higher cost of sewage, water, etc. does that affect the discrepancy, or is it applied evenly to move in and in-place residents? Do we consider long-term moving to solar is that something we can plan for; does it make sense for these 2 properties? Would you think that it would financially pan out for us long term, because these are quite a number of buildings, and we pay 10% utilities?

Public Comments:

- Liesbeth Visscher – Questioned whether we receive a daily report on the nightly security being billed for? Are all area checked four times per night or a quarter of the area? Will tenants be able to contact the security Company directly if they have any issues?

- John Laroco – Asked what is our current interest rate that we're paying on Preston Park? Why, hadn't we looked at potentially refinancing? If we can refinance, can we take some of those funds right now to pay towards the debt principle as opposed to just interest?
- Paula Pelot – Answered the previous speaker's questions about paying down the loan. Have no other option than to refinance when we can. Commented about putting money away in the reserves. Hopes that we can save enough for a new parking lot. Mentioned that this disparity between the old and new units that are being rented is that people who've been here for a long time do not have upgraded units. They don't get "new" they get "repairs".

BERKLEY/BURNETT: THAT WE ADOPT RESOLUTION NO. 2022-103 AND RESOLUTION NO. 2022-01(PPSC-NPC), APPROVING THE PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION PRESTON PARK HOUSING AREA BUDGET FOR FY 2022-23, AND; AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE ACCOUNTING AND BUDGETARY ENTRIES. 5-0-0-0 Motion Passes by Roll Call Vote

- d. City Council consider adopting **Resolution No. 2022-104**, approving Amendment No. 1 to the On-Call Landscape Architectural Services agreement between the City of Marina and Verde Design, Inc. (Verde) increasing the annual contract limit to \$650,000 for fiscal year 2022-2023; and authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney. ***Pulled by member of the public, was agenda item 8g(1)***

Council Questions: Why are you allocating 400 K. and 415K versus just a 100K for the Dunes so, could you explain that and why? Is it better to do this in 2 steps, in the future you come back to us for more design allocation for the Dunes City Park, then increasing it, say 700,00 or 800,000 tonight? Because we're trying to balance tree conservation preservation with maximum utilization of the park for things like ball fields and other activities. Is it possible that ball fields won't be able to be included if we maximize tree conservation, and you know and minimize grading in order to protect the trees?

Public Comments

- Mike Owen – Commented that both the Dunes City Park and Glorja Jean Tate Park are mentioned 5-time together in the staff report, but the information is pretty much focused on Gloria Jean Tate Park and asked how much money is going into each park? Commented on the park amenities. Asked about the status of Tatum's Tree House. Noted more information needs to be provided.
- Liesbeth Visscher – Asked will the public have a chance to give any comments about the plan for that city sports park at the Dunes. Commented on the elevation and height difference between Second Ave and the west side of the park. Will there be a baseball field versus two soccer fields?

DELGADO/BIALA: THAT WE ADOPT RESOLUTION NO. 2022-104, APPROVING AMENDMENT NO. 1 TO THE ON-CALL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND VERDE DESIGN, INC. (VERDE) INCREASING THE ANNUAL CONTRACT LIMIT TO \$650,000 FOR FISCAL YEAR 2022-2023; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY. 5-0-0-0 Motion Passes by Roll Call Vote

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

13. ADJOURNMENT: The meeting adjourned at 11:40 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **8b(2)**
City Council Meeting of
September 7, 2022

MINUTES

Tuesday, August 16, 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 2022-94, 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 May 31, 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, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

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

- a. Labor Negotiations
 - i. Marina Employee Association
 - ii. Marina Professional Fire Fighters Association
- c. Real Property Negotiation
 - i. Property: Commercial property at southeast corner of Del Monte Blvd. and Palm Avenue (APN 032-303-038) and residential property at Hayes Circle and 3rd Avenue (APN 032-303-039, a portion)
 Negotiating Party: George Powell
 Negotiator(s): City Manager
 Terms: Price and Terms
- b. Performance Evaluation of Public Employee, Unrepresented Employee (CA Govt. Code Section 54957(b)(1) – City Manager

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

Heidi Quinn, City Attorney reported out Closed Session: The Council met tonight in closed session on 3 items: Labor Negotiations, Real Property Negotiations and Performance Evaluation of a Public Employee, and it is a unrepresented employee. As to all 3 items, information was provided, direction was given, but there was no reportable action 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.*

- Karen Andersen – Asked Council when will the hand cars begin running this year, and will this be the last time they can run on the TAMC tracks?
- Nancy Amadeo – Thanked Public Works for the job done on Cardoza. Asked about the status of completing the resurfacing of Cardoza as far as the striping and marking of the parking lanes.
- Liesbeth Visscher – Announced she is running for the City Council District 4 seat. Provided the public with some background information on herself and why she would like District 4 to vote for her.
- Alan M – Wanted to bring to the City Council's attention a severe erosion problem on the city side of our backyard fence, which backs up against General Patten Parkway. Brought this to the attention of city staff and was told the issue would be corrected, that was a whole ago. Extremely frustrated with the lack of action by the City and have reached the end of our patients, and fully intend to seek legal action against the city if no action is taken in the next 60 days

- Roger Frick – Supports the previous speaker. The erosion problem is a safety concern to those pedestrians who walk by this area. Hopes Council will find a way to fix this issue.
- Colleen Beye – Thanked the Traffic Advisory Committee for all the work they are doing to ensure the safety at the intersection of California avenue and Carmel Avenue. Commented on the amount of children between both schools on Carmel Avenue that walk through that intersection before and after school.
- Paula Pelot – Spoke about an accident that occurred at Preston Drive and Imjin Parkway over the past weekend that involved two cars where one car went down the embankment and almost into the back yard of an Abrams Park resident near Arnold Court. Asked if a guardrail could be added to the TAMC Roundabout Project along that stretch of roadway.
- Council Member Medina Dirksen – Thank public works for the improved lighting at the crosswalk going to Wendy Hill Park and inspecting the signs in the same neighborhood. Announced Marina, Youth Baseball/Softball is looking for board members for next year and anybody who was interested should go to their website. Announced a new Brownie Troop is coming to Marina for 2nd and 3rd graders. There will be an informational session on August 18th at 5:30 pm at the Marina Library.
- Council Member Burnett – Announce that the surf project is moving along. This is the MST project to have a dedicated busway between Marina and Sand City that there is going to be several opportunities to ask questions and get information about this project on August 16th at the old Monterey marketplace in Monterey, August 27th and 28th at the West End Festival in Sand City, August 31st from 6:00-8:00pm at the Carpenter Union. Hall, and on September 1st at the Monterey County Fair.
- Mayor Delgado – Commented on the volunteer community cleanup and thanked all the volunteers. Next event is the second Sunday in September at the southern Lapis Road and Del Monte at 10:00am. September 11th is the Oak Woodland Plant work and Community Garden work at the Marina Library. Commented on the Coastal Commission, California Department of Water Resources, Fishing Game, Cal Trans. California Conservation, core and other State agencies, had representatives at the Marina Library a 2-day workshop at the Marina Library and thanked Mayor Pro Tem Biala for hosting this event.

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 100460-100595, totaling \$922,490.04
Accounts Payable for Successor Agency Check Number 91, totaling \$3,772.50

b. MINUTES:

- (1) July 26, 2022, Special City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS:

- (1) ~~City Council consider adopting Resolution No. 2022, approving advertising and call for bids for the execution of the California Avenue Pedestrian Crossing Installation project.~~ ***Pulled by Mayor Delgado, becomes agenda item 11b***

f. ADOPTION OF RESOLUTIONS:

- (1) City Council consider adopting **Resolution No. 2022-105**, 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 August 21, 2022, through September 19, 2022.

g. APPROVAL OF AGREEMENTS: None

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS:

- (1) ~~City Council consider adopting Resolution No. 2022, approving a professional services agreement between the City of Marina and Axiom Home Tech to install the Marina Library AV System; and receiving, allocating, and appropriating \$7,500 from the Friends of Marina Library to the QLF2111 project budget; and allocating and appropriating \$11,000 from the unallocated General Fund balance to the QLF2111 project budget; and authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney; and authorizing the City Manager to amend the contract to increase the contract limit up to an additional 10% of the contract amount in the event of material cost escalation; and authorizing the Finance Director to make necessary accounting and budgetary entries.~~ ***Pulled by Council Member Medina Dirksen, becomes agenda item 11a***

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) City Council read by title only and consider adopting **Ordinance No. 2022-05**, approving the first amendment to the development agreement related to the Marina Station Project.

m. APPROVE APPOINTMENTS: None

Council Member Medina Dirksen requested to pull agenda item 8k(1)

Mayor Delgado requested to pull agenda item 8e(1)

DELGADO/BIALA: TO APPROVE THE CONSENT AGENDA MINUS 8e(1) AND 8k(1). 4-0-0-1(Berkley) Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS: None
10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*
11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council consider adopting **Resolution No. 2022-106**, approving a professional services agreement between the City of Marina and Axiom Home Tech to install the Marina Library AV System; and receiving, allocating, and appropriating \$7,500 from the Friends of Marina Library to the QLF2111 project budget; and allocating and appropriating \$11,000 from the unallocated General Fund balance to the QLF2111 project budget; and authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney; and authorizing the City Manager to amend the contract to increase the contract limit up to an additional 10% of the contract amount in the event of material cost escalation; and authorizing the Finance Director to make necessary accounting and budgetary entries. ***Pulled by Council Member Medina Dirksen, was agenda item 8k(1)***

Council Questions: Will this new equipment be accessible to the City of Marina? What is the official relationship between the friends of the Marine Library and the city? Does the new equipment allow for wireless connection, would there be the possibility that a wireless laptop could connect to the projector? How do we let everybody use this and protect against abuse or unintentional damage done in equipment? How long had the friends been initiating this project? Will it be equipped for zoom?

Public Comments:

- Melissa Mejia – Spoke about the use of the Library Community Room and the policies and procedures to use the room. Expressed gratitude for the work being done to improve the AV in the room.
- Denise Turley – Asked if there is a conflict with the use of the room if the library staff ever referred someone to an alternate facility? Asked if TV connection would be installed? Who is responsible for making sure the remotes for the AV work properly and are the forms to fill out in case there are issues?
- Grace Silva-Santella – Thanked the City staff for working on this project. Noted that Friends of the Marina Library had attended on the meetings on this project and are pleased with the outcome.
- Tommy Bolea – Commented on the price for the entire project.
- Jeffrey Markham – Asked if maintenance and repair are included with the contract?

- Karen Andersen – Noted to the public that the all the costs associated with this project can be found in the staff report and exhibits.

DELGADO/MEDINA DIRKSEN: TO ADOPT RESOLUTION NO. 2022-106, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND AXIOM HOME TECH TO INSTALL THE MARINA LIBRARY AV SYSTEM; AND RECEIVING, ALLOCATING, AND APPROPRIATING \$7,500 FROM THE FRIENDS OF MARINA LIBRARY TO THE QLF2111 PROJECT BUDGET; AND ALLOCATING AND APPROPRIATING \$11,000 FROM THE UNALLOCATED GENERAL FUND BALANCE TO THE QLF2111 PROJECT BUDGET; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT TO INCREASE THE CONTRACT LIMIT UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT IN THE EVENT OF MATERIAL COST ESCALATION; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES. 4-0-0-1(Berkley) Motion Passes by Roll Call Vote

- b. City Council consider adopting **Resolution No. 2022-107**, approving advertising and call for bids for the execution of the California Avenue Pedestrian Crossing Installation project. *Pulled by Mayor Delgado, was agenda item 8e(1)*

Council Questions: What steps does Council have to take to try to get some art on the utility box on California Ave?

DELGADO/MEDINA DIRKSEN: TO ADOPT RESOLUTION NO. 2022-107, APPROVING ADVERTISING AND CALL FOR BIDS FOR THE EXECUTION OF THE CALIFORNIA AVENUE PEDESTRIAN CROSSING INSTALLATION PROJECT; AND THAT STAFF COME BACK TO US WITH OPTIONS OF HOW TO GET ARTWORK INTO OUR ELECTRICAL BOXES FOR THIS AND FUTURE NEW TRAFFIC SAFETY FEATURES SUCH AS SIGNAL LIGHT ELECTRICAL BOXES. 4-0-0-1(Berkley) Motion Passes by Roll Call Vote

Public Comments:

- Les Martin – Noted that the crosswalk looked like it was on the wrong side but was told that the other side had the bike path. Asked if an additional sidewalk would be installed on that side of the development?
- Nancy Amadeo – Stated that Marina Youth Arts has taken on the painting of the utility boxes around Marina and suggested that staff contact Nick Kite.
- Liesbeth Visscher – Familiar with this area and thanked staff for the proposed crosswalk and noted that the striping needs to be improved there sooner rather than later and also thanked staff for anticipating the future traffic lights when the amount of traffic will increase there.
- Jeffrey Markham – Thankful this project is being done and just in time for school. Asked if there's any additional traffic calming that can be done from the light at Imjin down to this particular intersection?

- Denise Turley – Noted the map of the area showed a different walkway not having anything to do with the roadway and asked if that is still current and then will another crosswalk be needed. Agrees with previous speaker about additional traffic calming in that area.
- Tommy Bolea – Commented on the speed of vehicles at the intersection of Imjin and California and the near misses of accidents in that area. Commented on the need for better bike lanes and lot allowing commercial vehicles on California Ave. Suggested speed bumps for traffic calming.

- c. City Council consider adopting **Resolution No. 2022-108**, approving the Local Roadway Safety Plan (LRSP).

Council Questions: Are the roundabouts and roundabout signs working in our city? Imjin has had about 61-79 crashes along it, is this a viable area to put roundabouts? The roundabouts at Del Monte and Beach. did you say that the number of crashes is less than they used to at that intersection when it was a 4 way stop? If we wanted to have the data supporting the pre and post numbers and severity of that roundabout is that information available to us? Clarification on AB843, we were told at the time that we had to increase the speed limits in order for enforcement to occur and it was said that there's something else happening where we can actually lower the speed limits again, correct? Many of your countermeasures are more physical kind of changes so by contrast to implementing those things that would manage speed how do you contrast them to the effect of enforcement in terms of police involvement with tickets? Engineering Countermeasure Toolbox, are these things we use when applying for grants? Considering the size of our city and the number of streets, and how they connect, would you say that we're average in terms of safety you know being able to negotiate the city bicycle pedestrian vehicle or do we have a lot of work to do? Are there reports that would help us to come to some kind of a grading of where we are? We have a number of large capital projects involving our roadways, and we have a number of housing projects scheduled to begin, taking this analysis and looking at these projects, do you see a way that we could use this data to suggest or inform a designs and maybe new ordinances speed zones those kinds of things? Does our police department base their patrolling and traffic monitoring on this kind of data?

MEDINA DIRKSEN/DELGADO: THAT WE ADOPT RESOLUTION NO. 2022-108, APPROVING THE LOCAL ROADWAY SAFETY PLAN (LRSP); AND DIRECT STAFF TO COME BACK WITH US WITH PRE-ROUNDBOUT AND POST-ROUNDBOUT DATA. 4-0-0-1(Berkley) Motion Passes by Roll Call Vote

Public Comments:

- Denise Turley – Concerned about bicycle safety at one of the proposed sites which is Abrams and Imjin Road. Asked if there's a possibility to get share the road signs with bicyclists or some kind of warning?
- Brian McCarthy – presentation was interesting, asked where can the public and other interested parties both learn more about kind of the work that's being done here? Commented about the mention of stakeholders in the presentation. Spoke about advocates for amending the engineers suggested speed limits throughout the city and traffic fatality concerns. Asked if it would be appropriate or advisable to do by street segments into smaller sections during the next speed study to get more accurate speed limit counts for particular sections, for the traffic circles themselves versus that whole road segment?

- Les Martin – Great study, can see the opportunity to get a lot of grant money from the State from the work. Has concerns about Imjin and Third Avenue and then New Fourth Avenue, which neither one has a right turn lane and the speed which people drive.
 - Liesbeth Visscher – Interesting report and presentation. Was one of the concerned residents who worked hard to limit the speed limit increases that the city was forced to accept because of that States of the States 85 percentile rule. Asked since the signing of AB43, how this new bill can help increase safety by lowering speed limits on some of the roads on some road segments? Commented about the poor striping of the bike lanes along California Ave. Is the city planning to we review the speed limits sooner than the next traffic survey is due because of the new AB43 and is the city planning to increase speed, speed limit enforcements, especially before the next traffic survey?
 - Tommy Bolea – Asked why the traffic surveys never include accident rates, DUI's and time of day measured? Asked if police department can monitor the streets remotely and mail them their tickets? Do we have license plate camera's like in other cities? Suggested turning Imjin into a Toll Road for non-residents.
 - Karen Andersen – Excellent presentation. Spoke about the two different driving instructor agencies that bring students to drive on the roundabouts and hopes to see some literacy on how to negotiate traffic circles.
- d. City Council consider adopting **Resolution No. 2022-109**, authorizing the resumption of the Recreation and Cultural Services Commission, the Public Works Commission, the Economic Development Commission and the Tree Committee' and authorizing the disbanding of the Design Review Board.

Council Questions: What's the relevance of the Economic Development Commission concept? Is it effective? What have what products have actually come out of that commission before now? What have they actually done? How many members are in each commission/committee? if we put out the advertising for new commissioners and we don't get the full complex do we not start the commissions up again, and could that take a while, then? Or can we start with just a supposed quorum? Can the overall objective standards be found in multiple documents/places? If the DRB is disbanded will we still have the preferences for the signs based on the current sign program?

Delgado/Biala: that we authorize the resumption of the Recreation and Cultural Services Commission, The Public Works, The Economic Development Commission after staff comes to us with some more information on that particular Commission and the Tree Committee, and we authorize the disbanding of the Design Review Board.

Public Comments:

- Nancy Amadeo – Appreciates and supports the motion. Noted she was the Council Liaison to the EDC and that commission was discouraged because they heard reports and took no action on them and didn't even know the council's priorities for the year. In favor of the Design Review Board going away as long as there is some peer review.
- Brian McCarthy – Thinks that our new Community Development Director Guido Persicone is leading our community development department in a positive direction and sensitive to the amount of work that department is doing. Thinks an architect should be contracted on an annual basis. Commented on the disbandment of the Design Review Board. Asked the council members who

were once planning commissioners if the DRB was helpful or not. Commented on objective design standards.

Council Member Medina asked for a friendly amendment: to come back within 6 months, or reasonable timeframe, as staff capacity allows, to revisit our ability to have an architectural review committee and with possible timelines.

Restated Motion

DELGADO/BIALA: THAT WE'RE ADOPTED RESOLUTION ATTACHED TO OUR STAFF REPORT, AND WE RESUME THE RECREATION AND CULTURAL SERVICES COMMISSION, THE PUBLIC WORKS COMMISSION AND THE TREE COMMUNITY, AND LET THE STAFF COME BACK TO US AT THEIR PACE WITH THE ECONOMIC DEVELOPMENT COMMISSION AND DESIGN REVIEW BOARD FURTHER ANALYSIS. 4-0-0-1(Berkley) Motion Passes by Roll Call Vote

- e. City Council receive an update report on the Cypress Knolls property.
- f. ~~City Council consider adopting Resolution No. 2022 , amending Resolution No. 80-71, as amended, Establishing the Rules and Procedures for the Conduct of Meetings; amending Paragraph 8 regarding Order of Business and Consideration and Sequence of Agenda Items; amending Paragraph 9 regarding Preparation of the Minutes; amending Paragraph 13 regarding Debate; amending Paragraph 27 regarding Manner of Addressing Council; and approving a new Agenda format in substantially the same form. Continued to September 20, 2022~~

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: The meeting adjourned at 10:30 pm in memory of Ventura County Supervisor Carmen Ramirez.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

July 7, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 7, 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 SEPTEMBER 20, 2022, THROUGH OCTOBER 20, 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 September 20, 2022, through October 20, 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, on March 15, 2022 Resolution 2022-34; April 19, 2022 Resolution No. 2022-48, and on May 17, 2022 adopted Resolution No. 2022-54; on June 21, 2022 Resolution No. 2022-78; on July 19, 2022, Resolution No. 2022-94 on August 16, 2022 Resolution No. 2022-105, 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 September 19, 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 September 20, 2022, through October 20, 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 SEPTEMBER 20, 2022, THROUGH OCTOBER 20, 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, on March 15, 2022 Resolution 2022-34; April 19, 2022 Resolution No. 2022-48, and on May 17, 2022 Resolution No. 2022-54; on June 21, 2022 Resolution No. 2022-78; on July 19, 2022 Resolution No. 2022-94; on August 16, 2022, Resolution No. 2022-105 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 September 19, 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 June 13, 2022, the federal Centers for Disease Control and Prevention rated the risk level for community transmission of COVID-19 in Monterey County as medium with a case rate of 29.9 individuals per 100,000 persons, as of June 13, 2022, a total of 750 persons have died of COVID-19 and 367 persons are reported as new cases currently suffering from COVID-19 with 27 persons reported hospitalized 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 June 13, 2022, the federal Centers for Disease Control and Prevention rated the risk level for community transmission of COVID-19 in Monterey County as medium with a case rate of 29.9 individuals per 100,000 persons, as of June 13, 2022, a total of 750 persons have died of COVID-19 and 367 persons are reported as new cases currently suffering from COVID-19 with 27 persons reported hospitalized 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) August 20, 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 7th day of September 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.

Members of the Marina
City Council

City Council Meeting
of September 7, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
RAIMI+ASSOCIATES FOR THE DEVELOPMENT OF OBJECTIVE DESIGN
STANDARDS.**

REQUEST: It is requested that the Marina City Council:

1. Adopt a Resolution No. 2022-, approving a Professional Services Agreement with Raimi+Associates for the preparation of Objective Design Standards for an amount not to exceed \$167,000;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the Agreement on behalf of City with Raimi+Associates subject to final review by the City Attorney.

SUMMARY:

In addition to the plethora of housing bills, after January 1, 2020, multifamily housing projects, transitional and supportive housing, and mixed-use projects with at least two-thirds (2/3s) of the square footage designated for residential uses, must be reviewed for conformance with objective zoning standards:

“Objective design standard” means a design standard that involve no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application.¹

If a city wants to deny a housing project², it must make specific findings of fact detailing how the project is not consistent with objective design standards and that the project has a specific adverse effect to public health and safety that can’t be mitigated in any other way.³ In effect “super findings of fact” must be made to deny a multifamily housing and mixed-use project moving forward.

A standard Professional Services Agreement (Agreement) for this item is included as **EXHIBIT A** and includes the consultant’s scope of work, schedule, and insurance and liability information.

BACKGROUND:

The Community Development Dept. (CDD) released a Request for Proposals (RFP) to solicit proposals for the development of ODS and received four (4) qualified submittals. Staff interviewed all consultants and selected Raimi+Associates based on experience, understanding of the task, familiarity, and competitive budget.

¹ Housing Accountability Act and Senate Bill 35 (Government Code Sections 65589.5 and 65913.4),

² Per recent changes to the Housing Accountability Act (HAA) a housing project is defined as two or more units.

³ Metropolitan Transportation Commission (MTC) presentation:

https://mtc.ca.gov/sites/default/files/Planning_Innovations_Presentations.pdf

In addition to helping the City meet the requirements of the variety of new housing laws mentioned in this report and Housing Element implementation measures, the Objective Design Standards will include the following elements:

- Review and analyze the City’s existing policy documents, development standards and regulations, and permit procedures to become familiar with the physical form of the city, determine key development areas, and identify concerns, issues, challenges, and/or changes in the City’s design guidance.
- Engage with City staff, community members, decision makers, and development professionals.
- Analyze architectural precedents to understand how development standards and design guidelines are currently being interpreted and applied.
- Test fit typical development sites to analyze new design standards.
- Update current regulations to conform to State Law, including removing subjective design language from existing documents (e.g., General Plan).
- Draft Citywide Objective Design Standards for single-family, multifamily, and mixed-use development that reflect the community’s vision and improve compatibility between new development and surrounding neighborhoods.
- Incorporate compelling, easily digestible supporting design graphics.
- Streamline project review and permitting for residential and residential mixed-use developments.

An important item to note is that ODS are not intended to be “style” guidelines or standards that require particular architectural design features or cultural themes, but focus instead on building form, bulk and massing, site planning (setbacks, lot coverage, height, etc.), and building frontage requirements. The ODS are intended to balance the need for standardization with local context-based conditions.

FISCAL IMPACT:

Consultant fees for the development of the Objective Design Standards (ODS) will be provided through the City’s Regional Early Action Planning (REAP) grant (\$65,000) and the City’s Community Development Department from increased license and permit revenues within the Building Inspection Department. Staff has analyzed building permit revenues from commercial and residential construction and identified an increase in budgeted revenues for the current fiscal year which will fully offset the project cost. The REAP grant is provided by the State’s Housing and Community Development Dept. (HCD) and administered by the Association of Monterey Bay Area Governments (AMBAG).

ENVIRONMENTAL REVIEW:

The approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Alyson Hunter, AICP
Sr. Planner, Community Development Dept.
City of Marina
REVIEWED/CONCUR:

Guido F. Persicone, AICP
Director, Community Development Dept.
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RAIMI+ASSOCIATES FOR THE DEVELOPMENT OF OBJECTIVE DESIGN STANDARDS FOR AN AMOUNT NOT TO EXCEED \$167,000; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY WITH RAIMI+ASSOCIATES SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

WHEREAS, the City of Marina desires to develop Objective Design Standards in an effort to comply with State law and streamline the development of all types of housing projects in an effort to forward the housing goals of the City and the State of California;

WHEREAS, the City conducted a competitive request for proposals and received proposals from four (4) qualified consultants. Each of the consultants were interviewed by staff using a standard format and a successful candidate was selected;

WHEREAS, completion of the Objective Design Standards requires a Professional Services Agreement with the candidate selected for the contract, Raimi+Associates, a community planning and urban design firm with local experience; and

WHEREAS, the approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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

4. Adopt a Resolution No. 2022-, approving a Professional Services Agreement with Raimi+Associates for the preparation of Objective Design Standards for an amount not to exceed \$167,000;
5. Authorize the Finance Director to make necessary accounting and budgetary entries; and
6. Authorize the City Manager to execute the Agreement on behalf of City with Raimi+Associates subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th of September 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

**CITY OF MARINA
AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE DEVELOPMENT OF OBJECTIVE DESIGN STANDARDS**

THIS AGREEMENT is made and entered into on _____, 2022, by and between the City of Marina, a California charter city, hereinafter referred to as the “City,” and Raimi+Associates, a Planning consulting firm, hereinafter referred to as the “Contractor.” City and Contractor are sometimes individually referred to as “party” and collectively as “parties” in this Agreement.

Recitals

- A. City desires to retain Contractor to prepare Objective Design Standards consistent with California State law, hereinafter referred to as the “Project.”
- ~~B.~~ Contractor represents and warrants that it has the qualifications, experience, and personnel necessary to properly perform the services as set forth herein. -
- A. Consultant represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- B. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

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

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

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on September 30, 2023 unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) Contractor shall commence work on the Project on or by September 1, 2022. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed one hundred sixty-seven thousand dollars (\$167,000) in accordance with the provisions of this Section and the Cost Estimate attached hereto as **Exhibit A** and incorporated herein by this reference.

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

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

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

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

4. Termination or Suspension.

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

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

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

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

5. Project Administrator, Project Manager & Key Personnel.

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

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

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Simran Malhotra, Alessandra Lundin, and Jasmine Williams of Raimi+Associates; Megan Jones of Rincon Consultants, Inc.; and Christy Hopper, Planning Services Manager and Guido Persicone, CDD Director, of the City of Marina.

6. Delegation of Work.

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

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

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

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

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

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

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

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

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

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents (“Indemnified Parties” or in the singular “Indemnified Party”) from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney’s fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively “Liabilities”), resulting from property damage, bodily injury or death arising out of the operations in the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor’s obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party. Notwithstanding the foregoing, with respect to Contractor’s professional liability (as opposed to Contractor’s operations covered by Commercial General Liability Insurance), to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties from any and all losses, costs, damages and expenses, (including the reimbursement of reasonable attorneys’ fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor’s obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

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

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

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

14. Insurance.

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

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

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

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

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

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

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

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

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

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

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

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance

with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance With Laws.

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

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

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

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

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

To City:	City Manager City of Marina City Hall 211 Hillcrest Avenue Marina, California 93933 Fax: (831) 384-9148
To Contractor:	Raimi+Associates 706 South Hill Street, 11th Floor Los Angeles, CA 90014 Phone: 213.599.7670 Fax: _____

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

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

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

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

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

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

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

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

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

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

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, but both of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf. Or any electronic signature complying with the U.S. E-SIGN Act of 2000, California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes.

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

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

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

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

CITY OF MARINA

CONTRACTOR: __

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

By: _____
Name: Simran Malhotra
Its: Vice President | Principal, Raimi+Assoc.____
Date:

Attest: (Per Resolution 20__ - __)

Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK

Revised Version Received 8-11-22



CREATION OF OBJECTIVE DESIGN STANDARDS FOR SINGLE-FAMILY, MULTIPLE- FAMILY, AND MIXED-USE DEVELOPMENTS

City of Marina

City of Marina ODS | Revised August 11, 2022

Exhibit A: Scope of Work and Cost Estimate

The following work plan outlines the proposed scope of work. If selected, R+A will collaborate with staff to finalize the scope of work and schedule. The work plan assumes a 15-month process.

Task 1: Project Initiation & Management

Task 1.1 - Project Kick Off Meeting

R+A will attend a an in-person kick-off meeting with City staff to establish a mutual understanding of the key issues, discuss expectations, and lay out project milestones, meeting times, public workshops, and deliverables. The kickoff meeting will occur on the same day as the city tour outlined in Task 1.2 below.

Task 1.2 – City Tour

R+A will attend an in-person city tour on the same day as the project kickoff meeting, to gain additional insight related to community character and recent development projects. This may include conducting site visits with staff to review patterns and scales of existing development and assess the quality, scale, and placement of new structures recently approved.

Task 1.3 - Monthly Conference Calls / Project Coordination

R+A will hold monthly conference calls with the Community Development Director, Planning Services Manager, and relevant Planning staff to discuss project coordination and content topics, approximately one hour each. R+A's project manager or a designated representative will be on each call. R+A will maintain an online document outlining agendas and meeting notes.

Task 1 Deliverables

- Attend one (1) kick-off meeting with staff.
- Attend one (1) city tour with staff.
- Facilitate bi-weekly conference calls between designated City staff and Consultant Project Manager (R+A: 30 meetings)

Task 2: Background Analysis + Issue Identification Summary Memo

Task 2.1 - Data Gathering and Document Review

R+A will conduct a technical review and analyze existing documents, listed below, for policy, development standards, regulations, permit procedures, and design guidance that will influence the development of objective design standards. R+A will also draw on the best practices of surrounding cities as part of the analysis.

City staff will provide R+A with all existing documents that would be useful during the evaluation phase.

Documents to Review:

- Staff's initial issue identification document and recommended changes as necessary to improve the City's understanding of the issues.
- Specific/area plans for subjectivity and design character/preferences:
 - Downtown Vitalization
 - University Villages (Dunes)
 - Seahaven (formerly Marina Heights)
 - Cypress Knolls
 - Marina Station
- Design Guidelines for subjectivity and design guidance:

- City of Marina Design Guidelines and Standards for Landscape, Site and Parking Lot Design, Site Lighting, and Signs
- Zoning Ordinance (Title 17 of the Marina Municipal Code) and Marina General Plan to ensure consistency and remove subjectivity.
- City-wide plans:
 - Local Coastal Land Use & Implementation Plan

Task 2.2 – Current Project Review

City staff will provide consultants with 2 to 3 representative sets of plans for recently approved for single-family and multi-family development projects as well as projects currently under review, including those that have been controversial and/or appealed. The City will also provide all data regarding the size, placement, and height of new residential structures that have been approved by the City, as well as any other data readily available that would be useful during the evaluation phase. In addition, City staff will provide input received at relevant Planning Commission meetings that will help highlight key concerns and sentiment from the public and decision makers on these projects. Staff will be asked to identify 2-3 buildings that exemplifies what they would like to see in the City and one that represents design features they would like to avoid. R+A will hold a 1- hour virtual meeting with the Planning Services Manager to review and discuss the current projects.

R+A will review the representative project plans to understand how development standards are currently being interpreted and applied during the current permit review process.

Task 2.3 – Site Analysis + Issue Identification Summary Memo

R+A will identify areas with the potential for single-family, multi-family, or mixed-use residential development and document key physical characteristics of the existing surrounding community and neighborhoods. This analysis will exclude the Downtown Vitalization, University Villages (Dunes), Seahaven (formerly Marina Heights), Cypress Knolls, and Marina Station Specific Plan Areas. The site analysis will serve as a visual inventory of the City in order to provide detailed information to develop appropriate City-specific objective standards. This effort will also help guide and focus the study while also enabling the project team, City staff, decision makers, and the public to better understand where such development is most likely to occur.

R+A will prepare an Issue Identification Summary Memo based on information gained from the background analysis in Task 2.1 and engagement activities in Tasks 3.2-3.3 (below). R+A will make one round of revisions to the document. The Memo will include the following:

- Summary of feedback from City Staff, Planning Services Manager, and Community Development Director
- Summary of feedback from focus group participants (Task 3.2)
- Current/recent project review and analysis
- Identification of opportunities and constraints to creating objective standards
- Results of Visual Preference Survey (See Task 3.3)

Task 2.4 – Staff Working Session #1

R+ will prepare for and attend a virtual working session with appropriate City departments and staff to review and solicit comments on the Issue Identification Summary Memo findings. The goal of the meeting will be to review and confirm the challenges and opportunities with the current guidelines and process and discuss potential frameworks for the new objective standards.

Task 2.5 – PC/CC Study Sessions

R+A will prepare for and present at Planning Commission and City Council Study Sessions (1 each) to provide an update on the existing baseline – Site Analysis and Issue Identification Memo. The feedback received will guide the development of the objective design standards. Virtual attendance is assumed.

Task 2 Deliverables

- Issue Identification Summary Memo

Task 3: Public Outreach

Task 3.1 – Project Fact Sheet

In preparation for initial engagement with the residents and stakeholders, R+A will prepare a public-facing fact sheet (2-page max) that simply describes State regulations, and the need to create objective standards and establishing a streamlined process for ministerial review. This document will be clearly written for the public, contain graphics describing the issues, challenges, and project goals. The content will be added to a City-run website for the project.

**City of Milpitas
Objective Standards Project**

Project Overview

The City of Milpitas is creating a project to create objective design standards for all new multi-family and mixed-use projects in the city. Recent state laws require local jurisdictions to adopt objective standards and streamline their housing development and review process to ensure high quality design and facilitate efficient delivery of new residential units.

California State Senate Bill 330, also known as SB 330, requires individual jurisdictions that have not yet achieved their respective State-mandated housing goals to establish a clear and impartial approval process for multi-family housing projects.

Today, the City primarily relies on the Zoning Ordinance and two Specific Plans to address the character of new residential development. These documents include objective development regulations and subjective design guidelines. The goal of this project is to create objective design standards that applies citywide. These design standards will allow flexibility in design, but require key elements that support the pedestrian experience, create human-scaled buildings, and preserve the character of Milpitas' neighborhoods. These objective design standards will be formally adopted as a stand-alone document once approved by City Council.

What are Objective Design Standards?

Objective Design Standards are defined by State law as standards that:

“(involve) no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submission of an application.” California State Senate Bill 330 (Section 80001.7)

These standards typically contain concise and quantifiable language that are designed for consistent interpretation by designers, reviewers applicants, and approval bodies.

The language is clear and explicit in its direction, and balances flexibility in design with a universal set of rules that facilitate an efficient review process and result in buildings that are appropriate for their context and environment.

Why are Objective Design Standards Necessary?

The goal of objective design standards is to eliminate the need for personal interpretation and uncertainty, in favor of language that encourages a transparent and streamlined review process. Previously, local development standards often contained ambiguous or unclear standards and requirements for residential development.

Individual applicants and planners would both have to interpret and regulate vague terminology such as “high quality,” “consistent design,” or “sensitive to local context.” This level of subjectivity and lack of clarity often resulted in inconsistent interpretations, as well as prolonged approval processes that impeded the creation of new housing and development.

Examples of Subjective Guidelines and Objective Standards

Subjective Language

Provide articulation to reduce the apparent mass and scale of the building, and to be sensitive to the neighborhood context.

Objective Language

For every 100 feet of building length, there shall be a glass break along the facade composed of an offset of at least 5 feet depth and 25 feet in length.

Where will these standards apply?

Objective design standards will apply to new projects that are either:

- 1) Multi-family projects (defined as 2 or more dwelling units)
- 2) Mixed-use projects (combination of residential and other uses)

New single-family homes, commercial-only projects, and other project types still need to meet existing development standards in the Zoning Ordinance, Specific Plan design guidelines (if applicable), and if discretionary approval is required, additional standards on a project-by-project basis.

How long will this project last?

The City of Milpitas is collaborating with a consultant to draft objective design standards in the upcoming months. The final standards are expected to be presented to City Council for adoption by end of 2022.

Where can I learn more?

The Planning Department will soon be launching a new webpage where updates will be shared.

For additional questions please contact Jay Lee, Principal Planner (jlee@cplmipitas.ca.gov).

Project Schedule

COMMUNITY ENGAGEMENT

Task 3.2 – Focus Groups

R+A will conduct up to two small group discussions with stakeholders, including, but not limited to, housing developers and local designers and architects, conducted virtually. The intent is to discover the most critical issues for the City early in the process and what the project should focus on to ensure success. Stakeholders will also identify exceptional buildings to establish a list of buildings that exemplify what the city is looking for. R+A will collaborate with Staff to identify a stakeholder list for the project. City staff is responsible for scheduling and logistics. Virtual attendance is assumed.

If requested, as an optional task, focus group meetings may also be held later in the project to get additional feedback on standards as they are being developed and provide a sounding board for draft design standards.

Task 3.3 – Public Outreach

Objective standards are a challenging topic to engage the typical layperson. Instead of community workshops, our team recommends surveys as a tool to get input on a variety of design topics at the early stages of the project. Additional community input may be received at the study sessions with the Planning Commission and City Council. We have found this to be an effective approach in other communities. However, if it is decided that a different approach is warranted, then the hours assigned for this task may be re-allocated to undertake the modified task.

R+A will conduct a community-wide Visual Preference Survey to get an understanding of the issues that are of most importance to the Marina community. This survey will help the team identify both positive and negative aspects of development that will help guide the development of the objective standards as outlined in Task 4.

Task 3 Deliverables

- *Project Fact Sheet*
- *Two Focus Groups*
- *(2) PC + CC Study Sessions (1 each)*
- *Visual Preference Survey*

Task 4: Draft Objective Standards

Task 4.1 – Objective Design Standards Framework Plan

R+A will develop a framework plan for the transformation of the city's design guidelines into objective design standards. The framework plan will identify topic areas for design standards, the approach and format of the objective design standards, consideration of standards in specific plans, and a preliminary outline. R+A will produce a first draft of the framework plan. Any City comments will be incorporated in the preparation of the Administrative Draft.

Task. 4.2 – Staff Working Session #2

R+ will prepare for and attend a virtual working session with appropriate City staff to review and solicit comments on the Framework Plan. The discussion will help R+A to revise and finalize the Framework Plan and start preparing the draft objective design standards.

Task 4.3 – Objective Design Standards Administrative Draft

R+A will produce an illustrated Administrative Draft of the proposed objective design standards for single-family, multi-family, and residential mixed-use development. Standards will reflect the variety of building types and architectural styles appropriate in Marina and address topics such as site planning, building massing and articulation, building frontages, entrances, exterior materials, landscaping, utilitarian/mechanical elements of building design, etc. Standards will also be applicable to specific typologies based on development types (such as rowhouses/walkups, small lot single-family, garden apartments, podium buildings, etc.), design type, lot size and configuration, or other organizing principles. R+A will identify and study (4) four typologies. R+A will prepare graphic illustrations and provide images to represent and explain a suggested design topic or standard, many of which will contain text callouts helping to illustrate the design intent.

The Administrative Draft will be in Word format. Admin Draft will be used to receive feedback from the City on the initial/draft standards. The City will provide one consolidated set of actionable comments to R+A.

The Draft will include some of the following components:

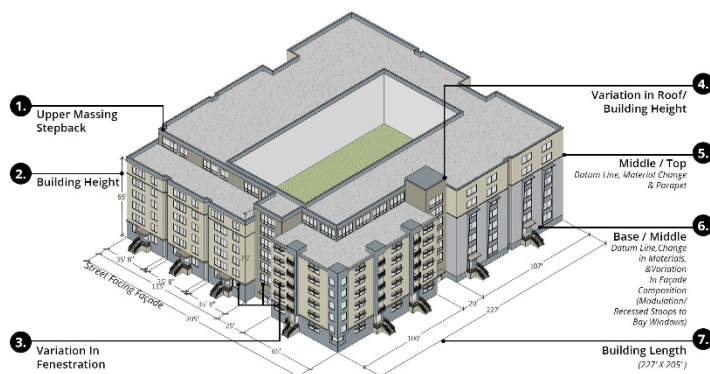
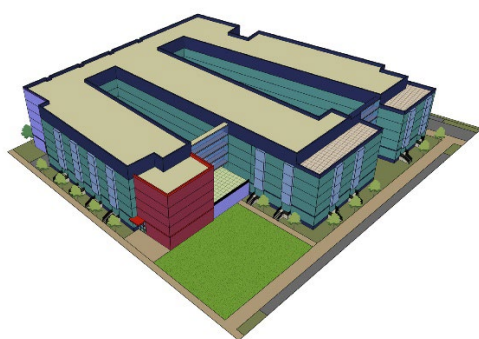
- **Site Design** – The relationship of buildings to each other as well as to sidewalks, streets, and parking, and transitions between the public and private realm (frontages and setbacks, etc.).
- **Massing Composition** – Vertical and horizontal massing breaks and façade orientation.
- **Building Articulation** - Three-dimensional changes in the outside walls of a building, including projections and recesses (e.g., balconies, bay windows, etc.), upper-floor step-backs, building composition, fenestration patterns, and the like.

- **Buffer Zones/Neighborhood Transitions** - For multi-family developments adjacent to single-family neighborhoods. The team will evaluate current transitional standards and assess whether and how these might be strengthened to meet community and city objectives.
- **Parking**- The location, configuration, design, and screening of parking areas and/or structures.
- **Building Materials** – Use of high quality, innovative building materials.
- **Landscaping Requirements**- Objective landscape screening standards for buffering between different uses and building scales and providing green neighborhoods.

Task 4.4 – Site Tests (+1 set of revisions)

R+A will use the administrative draft of the Objective Design Standards to evaluate up to four typical site locations and/or building types. The site tests will include 3D massing models and plans that will be based on typical building prototypes of residential and mixed-use buildings in Marina. The site tests will be used to identify potential issues and provide staff and stakeholders with examples of how the standards comprehensively apply to building design. The project team will evaluate the standards on prototypical sites to ensure the standards enable the intended development. Following feedback from City staff, R+A will make (1) round of revisions to the site tests.

Site Test Example | Milpitas, CA



Task. 4.5 – Staff Working Session #3

R+ will prepare for and attend a virtual working session with City staff to review and solicit comments on the Admin Draft of the Objective Design Standards and the Site Tests. The discussion will help R+A to refine the standards and prepare the Public Review draft of the Objective Design Standards (Task 4.9).

Task 4.6 - General Regulations and Design Review

R+A will identify, discuss, and propose updates to other sections of the Zoning Ordinance as necessary to ensure consistency with the objective design standards, such as revisions to General Site Regulations and Site and Architectural Design Review. R+A will identify potential conflicts with any new State or Federal legislation and/or recent court rulings that would require changes to the city's documents.

Task 4.7 – General Plan Amendments Draft

In a memo, R+A will identify and discuss what updates to the General Plan may be necessary to ensure consistency with the objective design standards.

Task 4.8 – Public Review Draft

R+A will review the consolidated feedback from City staff on the Administrative Draft Design Standards and make all necessary updates to prepare the Public Review Draft Objective Design Standards.

Task 4.9 – PC/CC Study Sessions (2)

R+A will prepare for, present, and solicit comments on the Public Review Draft Standards at Planning Commission and City Council Study Sessions (1 each). Feedback received will be incorporated in the Final standards. Virtual attendance is assumed.

Task 4 Deliverables

- *Objective Design Standards Framework Plan*
- *Objective Design Standards Administrative Draft*
- *Site Tests (4)*
- *Proposed Zoning Code Revisions*
- *General Plan Amendment Memo*
- *(2) Staff Working Sessions*
- *(2) PC + CC Study Sessions (1 each)*

Task 5: Environmental Review

Task 5.1 – CEQA Analysis

Through R+A's experience on other objective design standards projects in California and discussions with Rincon Consultants, Inc., we believe the scope of work will not result in significant environmental impacts, and it is possible that the design standards could qualify for an exemption under the California Environmental Quality Act (CEQA), specifically under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption"). In the event the project does not qualify for an exemption under CEQA and would not result in significant unmitigable impacts, Rincon Consultants can prepare an Initial Study to support a Negative Declaration or Mitigated Negative Declaration pursuant to Section 15168(c) and (e) (see Optional Tasks below).

Task 5 Deliverables

- *CEQA Analysis (Letter of Exemption)*

Task 6: Adoption + Final Documents

Task 6.1 – PC/CC Hearings

R+A will present final documents and prepare all required visual aids, printed material, and make formal public presentations at up to (1) Planning Commission hearing and (1) City Council hearing to support adoption of the Objective Design Standards. Virtual attendance is assumed.

Task 6.2– Final Objective Design Standards

R+A will review the consolidated feedback from the City following the PC/CC Hearings and make all necessary updates to the Objective Design Standards and prepare the final documents for reproduction, dissemination, and integration into Title 17 Zoning Ordinance. R+A will provide the City with a word document of all standards and guidelines and jpg versions of all diagrams and/or photographs used in the documents. This task includes the final drafts of the other zoning amendments. A certain number of hours are budgeted for this task. If the level of effort exceeds the budgeted hours, a contract amendment may be required.

Task 6 Deliverables

- *Final Documents (Word version, and associated graphics)*

Optional Tasks:

Optional Task A – Initial Study

As an optional task, Rincon can prepare an Initial Study (IS) for the project. Rincon would prepare an Administrative Draft IS for review by City staff. The Administrative Draft IS would address all items on the environmental checklist at a sufficient level of detail to allow for the determination of levels of significance. When warranted, mitigation measures would be incorporated for any potentially significant impacts identified. This scope of work assumes a low level of detail is required to address all issue areas, with no modeling for air quality, greenhouse gas emissions, noise, or transportation being required. Rincon will address one round of consolidated comments on the Administrative Draft IS and prepare a Draft IS for public review. City staff would be responsible for noticing and public circulation tasks. After a 30-day public review period, Rincon will respond to up to three public comment letters and, as necessary, prepare a Mitigation Monitoring and Reporting Program (MMRP). Only digital copies of the IS would be provided.

Budget - \$21,000

Optional Task B - SB9 Ordinance Draft (+1 set of revisions)

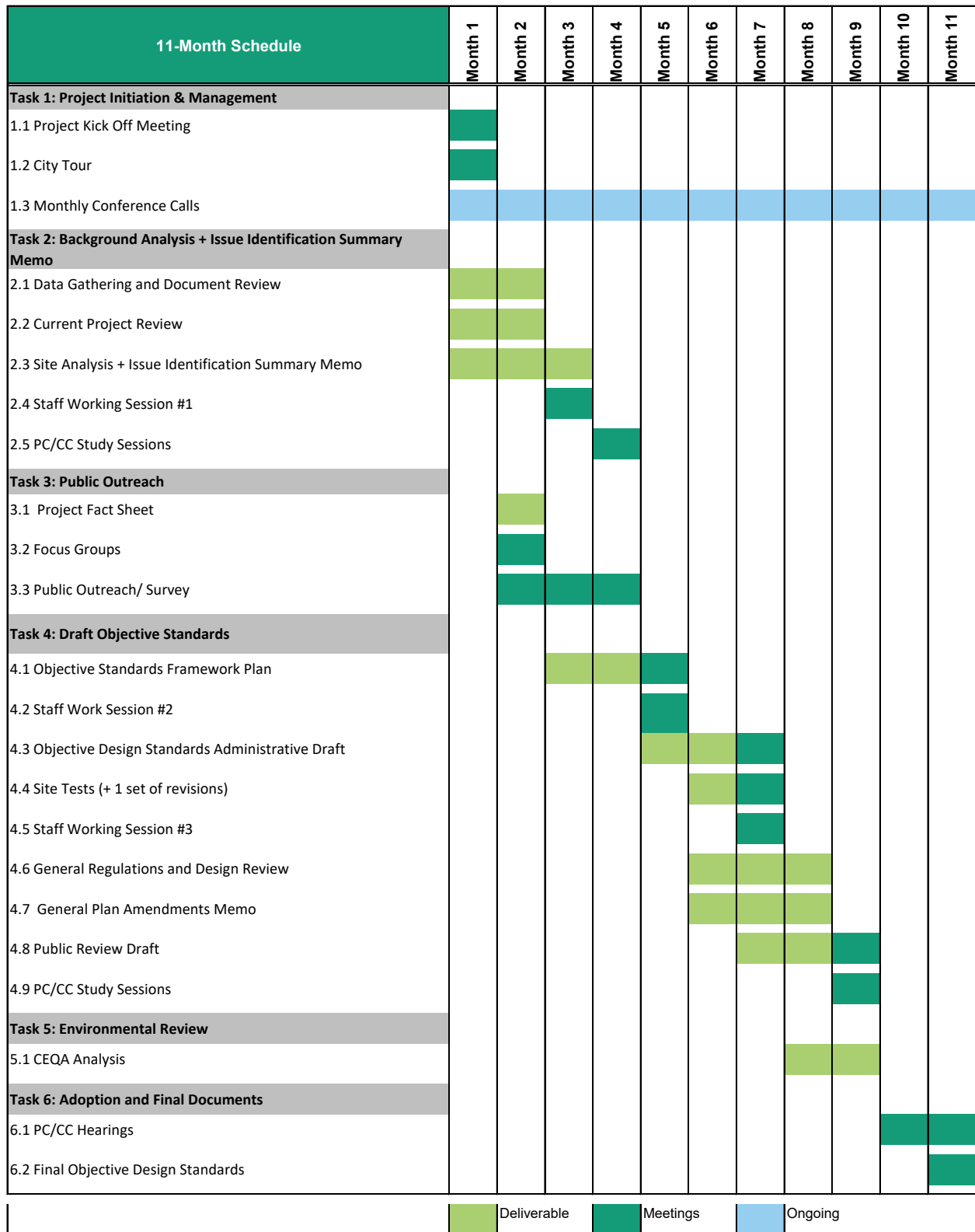
SB 9 was approved by Governor Gavin Newsom on September 16, 2021; and went into effect on January 1, 2022. SB 9 requires the ministerial approval of a proposed urban lot split containing no more than two residential units per lot without discretionary review or a hearing. R+A will draft a stand-alone SB9 Ordinance with development and design regulations for the subdivision and development of qualified SB9 properties in the City.

Budget - \$13,060

Scope of Work Assumptions

- The scope indicates which meetings will be held virtually.
- The scope of work assumes any notification to property owners based on zoning code or general plan land use changes will be managed by the City of Marina.
- The City of Marina will provide R+A with an editable version (Word documents) of any requested documents.
- The City will provide R+A with updated ArcGIS Shapefiles with accurate parcel-based zoning and General Plan data which will serve as the basis for the project.
- All tasks are budgeted with an allowance for number of hours which assume level of effort that is consistent with industry best practices and standards.
- The City will provide comments on all draft documents electronically in Word. This will include one set of non-conflicting comments that provide clear direction for the consultant team.

Project Schedule



Cost Proposal

The Raimi + Associates team's **cost proposal for preparing the Objective Design Standards for Single-Family, Multiple-Family and Mixed-Use Developments is \$167,000**. The cost proposal includes a breakdown of the anticipated personnel hours for each task by billing rate category, and non-labor direct costs (travel, printing, etc.) and markups. A Letter of Exemption has been included in the base budget for environmental review.

If an IS/ND is required, the optional task budget of **\$21,000** is also provided. The preparation of a SB9 ordinance is also included as an optional task with a budget of **\$13,060**. The R+A team will work with the City staff to modify the scope and budget to best meet the City's needs.

Please find on the following pages the combined cost proposal detailed by task and subtasks, and billing rate sheets for R+A and Rincon.

City of Marina

**Proposal Budget: CREATION OF OBJECTIVE DESIGN
STANDARDS FOR SINGLE-FAMILY, MULTIPLE-FAMILY, AND
MIXED-USE DEVELOPMENTS**



Tasks		Labor						Subconsultants	ODCs	Total
Task #	Task Description	Raimi + Associates						Rincon		
		Principal	Project Manager	Senior Associate	Senior Planner / Designer	Intermediate Planner	Total Hours	Total Labor Costs	Labor Costs	Other Direct Costs (See Notes)
		Malhotra	Lundin	Sensenig	Williams	Zayas del Rio				
		\$250	\$190	\$200	\$170	\$155				
1	Task 1: Project Management									
1.1	Project Kick Off Meeting	2	2		2		6	\$1,220	\$0	\$24
1.2	City Tour	4	6		6		16	\$3,160	\$0	\$613
1.3	Monthly Conference Calls/ project Coordination	14	16		10		40	\$8,240	\$0	\$165
	Subtotal Task 1	20	24	0	18	0	62	\$12,620	\$0	\$802
2	Task 2: Background Analysis + Issue Identification Summary Memo									
2.1	Data Gathering and Document Review	2	8		8		18	\$3,380	\$0	\$68
2.2	Current Project Review	4	8		8		20	\$3,880	\$0	\$78
2.3	Site Analysis + Issue Identification Summary Memo	4	24		30	24	82	\$14,380	\$0	\$288
2.4	Staff Working Session #1	2	2		4		8	\$1,560	\$0	\$31
2.5	PC/CC Study Sessions (2)	6	14				20	\$4,160	\$0	\$83
	Subtotal Task 2	18	56	0	50	24	148	\$27,360	\$0	\$547
3	Task 3: Public Outreach									
3.1	Project Fact Sheet		4		4	8	16	\$2,680	\$0	\$54
3.2	Focus Groups (1 set)	4	8		8		20	\$3,880	\$0	\$78
3.3	Public Outreach/Virtual Survey	4	20		30	20	74	\$13,000	\$0	\$260
	Subtotal Task 3	8	32	0	42	28	110	\$19,560	\$0	\$391
4	Task 4: Draft Objective Standards									
4.1	Objective Standards Framework Plan	8	24	8	22	16	78	\$14,380	\$0	\$288
4.2	Staff Working Session #2	2	2	2	2		8	\$1,620	\$0	\$32
4.3	Objective Design Standards Administrative Draft	16	76	8	40	24	164	\$30,560	\$0	\$611
4.4	Site Tests (+1 set of Revisions)	4	8	16	60		88	\$15,920	\$0	\$318
4.5	Staff Working Session #3	2	2	2	2		8	\$1,620	\$0	\$32
4.6	General Regulations and Design Review	2	24		16		42	\$7,780	\$0	\$156
4.7	General Plan Amendment Memo	2	16				18	\$3,540	\$0	\$71
4.8	Public Review Draft	4	24		28		56	\$10,320	\$0	\$206
4.9	PC/CC Study Sessions (2)	6	14				20	\$4,160	\$0	\$83
	Subtotal Task 5	46	190	36	170	40	482	\$89,900	0	\$1,798
5	Task 5: Environmental Review									
5.1	CEQA Analysis	2	2				4	\$880	\$5,000	\$268
	Subtotal Task 6	2	2	0	0	0	4	\$880	\$5,000	\$268
6	Task 6: Adoption and Final Documents									
6.1	PC/CC Hearings (1 PC/ 1 CC)	6	14				20	\$4,160	\$0	\$83
6.2	Final Objective Design Standards (allowance)		8		12		20	\$3,560	\$0	\$71
	Subtotal Task 7	6	22	0	12	0	40	\$7,720	\$0	\$154
	Budget Total	100	326	36	292	92	846	\$ 158,040	\$ 5,000	\$ 3,960
	Optional Tasks									
A	CEQA Initial Study/Negative Declaration (Rincon)						0	\$0	\$20,000	\$1,000
B	SB9 Ordinance Draft (+1 Set of Revisions)	4	40		24		68	\$12,680	\$0	\$380
Notes:										
1	Direct costs for sub-consultant management fee (5% of Sub Consultant Fee)			\$250						
2	Direct costs in reimbursable expenses for office expenses (2% of R+A)			\$3,160						
3	Travel and Printing Costs (allowance)			\$550						

2022 Billing Rates

The following is the Rate Schedule for Raimi + Associates through December 31, 2022.

Labor

Principal	\$250/hour
Associate Principal	\$225/hour
Senior Associate	\$200/hour
Associate	\$190/hour
Senior Planner/Designer/Researcher	\$170/hour
Intermediate Planner/Designer	\$155/hour
Planner/Designer/Researcher	\$125/hour
Graphics	\$100/hour
Finance Director	\$160/hour
Account Manager	\$110/hour
Intern	\$60/hour

Reimbursable Expenses

General Office Expenses	Billed at 3% of labor
Sub-consultant Management	7%
Travel mileage	\$0.575/mile or current IRS rate
Travel (Airfare, Hotel, Meals)	At cost / Per contract
Outside Vendor Expenses	At cost / Per contract
Printing (in-house for large print jobs only)	11x17 Color - \$1.00/ea. 8.5x11 Color - \$0.50/ea. 11x17 B/W - \$0.20/ea. 8.5x11 B/W - \$0.10/ea. Binding - \$2.50 per document (8.5x11) or at cost from vendor Large Format Printing/Plotting – at cost from vendor Large volume print jobs (e.g., final reports) – at cost from vendor



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	295
Director II	295
Principal I	285
Director I	285
Senior Supervisor II	258
Supervisor I	240
Senior Professional II	224
Senior Professional I	208
Professional IV	184
Professional III	170
Professional II	153
Professional I	136
Associate III	117
Associate II	102
Associate I	95
Field Technician	82
Data Solutions Architect	175
Senior GIS Specialist	164
GIS/CADD Specialist II	146
GIS/CADD Specialist I	131
Technical Editor	130
Project Accountant	110
Billing Specialist	95
Production Specialist	105
Clerical	95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-Road Vehicles*	\$140/day

*\$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation. **Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Rincon Consultants, Inc.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$155
Four Gas Monitor	\$133
Flame Ionization Detector	\$107
Photo Ionization Detector	\$80
Hand Auger Sampler	\$60
Water Level Indicator, DC Purge Pump	\$45
Natural Resources Field Equipment	
UAS Drone	\$268
Spotting or Fiberoptic Scope	\$165
Pettersson Bat Ultrasound Detector/Recording Equipment	\$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$110
GPS (Sub-meter Accuracy)	\$65
Infrared Sensor Digital Camera or Computer Field Equipment	\$55
Scent Station	\$22
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$600
Boat (20 ft. Boston Whaler or Similar)	\$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$60
Refractometer (Salinity) or Turbidity Meter	\$37
Large Block Nets	\$110
Minnow Trap	\$95
Net, Hand/Large Seine	\$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$55
Insurance, Hazard and Fees	
Historic Research Fees	\$50
L&H Dive Insurance	\$55/diver
Level C Health and Safety	\$65 person

Exhibit B - Insurance

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

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

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

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

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

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

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

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

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

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

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

Contractor and City further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

September 2, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 7, 2022

Honorable Chairperson and Members
of the Successor Agency to Marina Redevelopment Agency

Successor Agency Meeting
of September 7, 2022

Chair and Board Members of
Preston Park Sustainable Community Non-Profit Corporation

Corporation Meeting
of September 7, 2022

CITY COUNCIL OF THE CITY OF MARINA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY BOARD, AND PRESTON PARK SUSTAINABLE COMMUNITY NPC BOARD TO CONSIDER RECEIVING INVESTMENT REPORTS FOR THE CITY OF MARINA, CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, AND PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION FOR THE QUARTER ENDED JUNE 2022

REQUEST:

It is requested that the City Council and Boards:

1. Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) for the quarter ended June 30, 2022.

BACKGROUND:

Cash Management. The City continued to maximize the deposit of idle cash into the Local Agency Investment Fund (LAIF). Additionally, staff explored and executed investments options beyond LAIF that also aligned with the City's investment policy, which includes high-quality notes, commercial paper, and U.S. Treasuries. Changes to the City's investment portfolio for last quarter are shown in Table I, Cash and Investments. The table shows a \$23.5 million increase in total City cash, due to property tax receipts, land sales proceeds and impact fees collections.

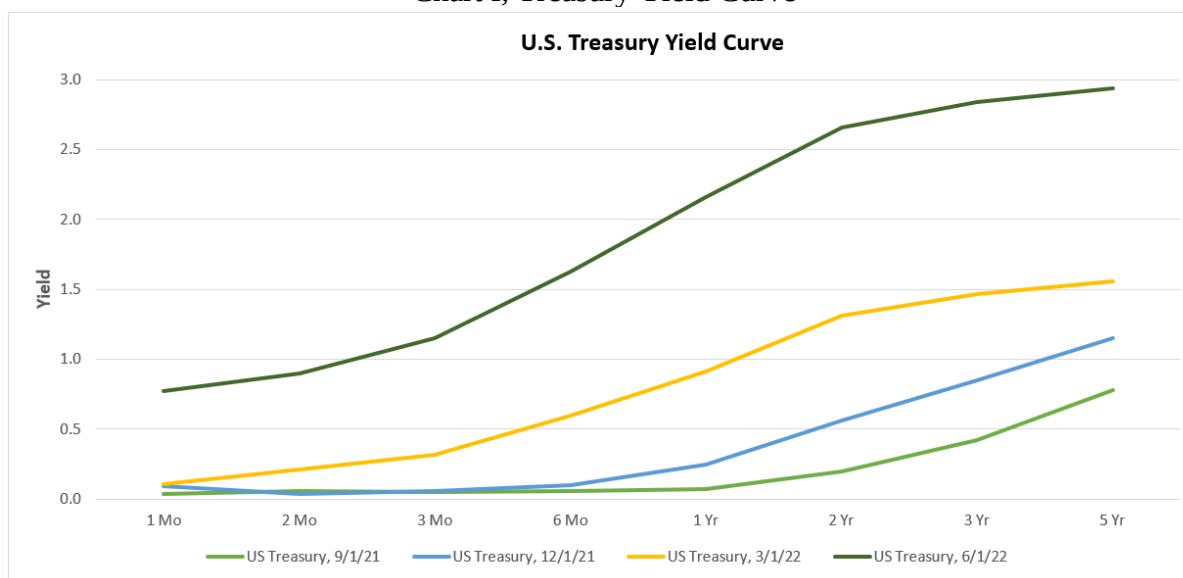
Table I

Summary of Cash and Investments
Amounts in Millions
Quarter Ended June 30, 2022

	March		June		Change (Curr - Prev)	
City	Yield	Amount	Yield	Amount	Yield	Amount
LAIF	0.37%	\$ 69.94	0.86%	\$ 74.50	0.50%	\$ 4.56
Corp Notes	0.00%	4.57	Variable	4.57	Variable	-
Gov Notes	0.00%	5.93	Variable	24.30	Variable	18.37
Commercial Paper	0.00%	4.96	Variable	4.96	Variable	-
Bank	0.00%	8.26	0.00%	8.76	0.00%	0.50
All Others	Variable	0.42	Variable	0.47	Variable	0.05
	Subtotal	94.08	Subtotal	117.56	Subtotal	23.48
Successor						
LAIF	0.37%	\$ 6.23	0.86%	\$ 5.73	0.50%	(0.50)
Bank	0.00%	0.35	0.00%	0.12	0.00%	(0.23)
All Others	Variable	2.01	Variable	2.02	Variable	0.00
	Subtotal	8.59	Subtotal	7.86	Subtotal	(0.73)
PPSC-NPC						
Bank	0.20%	7.45	0.30%	8.02	0.10%	0.57
	Subtotal	7.45	Subtotal	8.02	Subtotal	0.57
Total Cash Assets		110.12		133.44		23.32

The end of quarter LAIF interest rate was .86%, which represents a .50% increase from the previous quarter, as seen in Table I. Chart I, Treasury Yield Curve shows the treasury yield curve and its recent shift from September 2021 to June 2022. As this upward shift continues, staff will continue to explore other investment options, including treasury notes and additional high quality corporate products, to maximize the return of idle cash while still retaining liquidity and quality in its portfolio. Nearly half of the city's interest revenue is allocated to the General Fund while Fund 215 – Public Facilities Impact Fees, Fund 223 – FORA Dissolution Fund and Fund 422 – Measure X Capital Projects receive most of the remaining interest revenue. The city operates under an investment policy which can be found at: <http://www.cityofmarina.org/26/Finance> .

Chart I, Treasury Yield Curve



Interest Rate / Economy. Interest rates increased from the prior quarter and that trend is expected to continue well into 2023. The expectation is that interest rates will rise as the Fed seeks to guard against inflation. Staff will closely monitor the yield curve and purchase longer term (maturities beyond one year) investments as those opportunities arise.

Economically, the city is in a strong position with property tax revenues remaining high and transient occupancy and sales tax revenues recovering from the pandemic. Staff will closely monitor those revenues as we approach the end of the fiscal year.

Portfolio Strategy. Staff's goal is to match or outperform LAIF. As shown in Chart I, current treasury yields are such that a 3-month treasury note would accomplish that goal. Staff is exploring treasury non-treasury investments that mature in the 3-month to 2-year range to provide an equal or greater return than LAIF.

Council has previously expressed concerns about investing in fossil fuel companies, or companies that cultivate, process, or sell fossil fuel. Many state and local agencies have sought to promote a low-carbon economy by divesting from fossil fuels. The City of Marina currently has no direct investments in fossil fuel companies. LAIF, which makes up the largest component of the city's portfolio, mostly invests in United States Treasury Notes and Bills as well as other government-backed securities. Other LAIF investments include a modest amount of highly rated certificates of deposit, corporate notes, and commercial paper. These securities are issued by well capitalized domestic and international institutions. While LAIF has no formal investment policy that restricts fossil fuel investments, the State Treasurer has expressed a strong desire to divest from fossil fuels. Staff will keep abreast of any formal LAIF policy change and will also seek to incorporate fossil fuel divestment into the City of Marina's future investment policy revision, subject to City Council approval.

ANALYSIS:

The attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's reports (“**EXHIBIT A**”). These include unreconciled balances of City, Successor Agency and Preston Park investments held by financial institutions as reported on their monthly statements.

FISCAL IMPACT:

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

CONCLUSION:

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

Lily Suarez

Lily Suarez
Account Technician
City of Marina



Juan Lopez
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

To: Honorable Mayor and City Council Members

From: Lily Suarez, Accounting Technician

RE: Investment Report
Quarter Ended June 30, 2022

INVESTMENT SUMMARY:

	<u>Market Value</u>	
Imprest Cash	\$ 5,900	
Checking/Savings Account/Certificate of Deposit	\$ 8,757,618	
Local Agency Investment Fund	\$ 74,501,438	
JP Morgan Investment Acct	\$ 33,830,673	
Paying Agent	\$ 462,985	
	<u>\$ 117,558,614</u>	
	Cash not earning interest	\$ 8,763,518
	Non earning cash as a percentage of total cash	7%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)



Juan Lopez, Finance Director



Lily Suarez, Accounting Technician

CITY OF MARINA
INVESTMENT AND EARNINGS REPORT
Quarter Ended June 30, 2022

		Purchase Date	Maturity	Coupon	Rate (%)	Face	Book Value	Market Value	Gain/(Loss)
Petty Cash			N/A	NA	0.00%	5,900.00	5,900.00	5,900.00	-
Chase									
Checking	273582905		Sweep	NA	0.00%	8,757,617.67	8,757,617.67	8,757,617.67	-
Local Agency Investment Fund (LAIF)	98-27-509		NA	NA	0.86%	74,501,437.89	74,501,437.89	74,501,437.89	-
US Bank (Custodian)	244667000		N/A		0.00%	-	-	-	-
US Treasury Bill		2/10/2022	7/28/2022	0.00%	0.38%	3,000,000	2,992,673	2,992,576	(98)
JP Morgan Commercial Paper		2/24/2022	8/24/2022	0.00%	0.83%	2,500,000	2,491,524	2,487,468	(4,055)
PNC Bank A- Bond		12/23/2021	11/1/2022	2.70%	0.40%	1,533,000	1,551,497	1,541,366	(10,132)
JP Morgan Commercial Paper		2/24/2022	11/21/2022	0.00%	1.06%	2,500,000	2,482,783	2,472,551	(10,232)
US Treasury Bill		6/28/2022	12/22/2022	0.00%	2.42%	10,000,000	9,882,393	9,883,752	1,359
JP Morgan A- Bond		1/28/2022	1/25/2023	3.20%	0.75%	3,000,000	3,059,395	3,031,503	(27,892)
Freddie Mac AAA Bond		6/23/2022	4/20/2023	0.38%	2.78%	8,660,000	8,495,163	8,487,901	(7,262)
Freddie Mac AAA Bond		12/22/2021	8/24/2023	0.25%	0.59%	3,000,000	2,985,608	2,933,557	(52,052)
Total-JP Morgan Investment - 4259						34,193,000	33,941,037	33,830,673	(51,050)
Paying Agent - US Bank									
Marina Abrams B 2006	6711797700-10	Sweep	Sweep	NA	variable	462,982.05	462,982.05	462,982.05	-
Marina Abrams B 2006	6711797711-14	Sweep	Sweep	NA	variable	3.11	3.11	3.11	-
2015 GO Refunding	6712129600-01	Sweep	Sweep	NA	variable	0.00	0.00	0.00	-
Total Trustee Accounts						462,985.16	462,985.16	462,985.16	-
TOTAL						117,920,940.72	117,668,977.49	117,558,613.61	(51,050)

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.

The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

To: Marina City Council as Successor Agency to the Former Marina Redevelopment Agency

From: Lily Suarez, Accounting Technician

RE: Investment Report
Quarter Ended June 30, 2022

INVESTMENT SUMMARY:

	<u>Market Value</u>
Checking Account	\$ 118,856
Local Agency Investment Fund	\$ 5,729,556
Paying Agent	\$ 2,015,426
	<u>\$ 7,863,838</u>

Cash not earning interest	\$ 118,856
Non earning cash as a percentage of total cash	2%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the Successor Agency's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)



Juan Lopez, Finance Director



Lily Suarez, Accounting Technician

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
INVESTMENT AND EARNINGS REPORT
Quarter Ended June 30, 2022

INSTITUTION

		Purchase				Face	Book Value	Market Value	Gain/(Loss)
		Date	Maturity	Coupon	Rate (%)				
Local Agency Investment Fund (LAIF)	65-27-003	N/A	N/A	NA	0.86%	5,729,555.81	5,729,555.81	5,729,555.81	0.0
Chase									
Checking	273582921	N/A	Sweep	NA	0.00%	118,855.97	118,855.97	118,855.97	0
Paying Agent - US Bank									
2018 Series A&B Bonds	6712220800-817	Sweep	Sweep	NA	variable	1,060,691.39	1,060,691.39	1,060,691.39	0
2020 Series A&B Bonds	6712281500-508	Sweep	Sweep	NA	variable	954,734.66	954,734.66	954,734.66	0
Total Trustee Accounts						2,015,426.05	2,015,426.05	2,015,426.05	-
TOTAL						7,863,837.83	7,863,837.83	7,863,837.83	0

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.
The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

To: Honorable Mayor and City Council Members

From: Lily Suarez, Accounting Technician

RE: Investment Report
Quarter Ended June 30, 2022

INVESTMENT SUMMARY:

Bridge Bank - Capital Reserve Account

<u>Market Value</u>
<u>\$ 8,018,230</u>
<u>\$ 8,018,230</u>

Cash not earning interest	\$ -
Non earning cash as a percentage of total cash	0%



Juan Lopez, Finance Director



Lily Suarez, Accounting Technician

Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC)
INVESTMENT AND EARNINGS REPORT
Lily Suarez, Accounting Technician

INSTITUTION

	Purchase							
	Date	Maturity	Coupon	Rate (%)	Face	Book Value	Market Value	Gain/(Loss)
Bridge Bank	XXXXXX9858	NA	NA	0.20%	7,453,155.51	7,453,155.51	7,453,155.51	0
TOTAL					7,453,155.51	7,453,155.51	7,453,155.51	0.00

September 2, 2022

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 7, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING THE ALLOCATION AND APPROPRIATION OF \$95,000
FROM UNALLOCATED GENERAL FUNDS TO CAPITAL
IMPROVEMENT PROGRAM ADDING THE PATTON PARKWAY
RETAINING WALL REPAIR PROJECT HSR2201 AND AUTHORIZING
THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING
AND BUDGETARY ENTRIES.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving the allocation and appropriation of \$95,000 from unallocated General Funds to the Capital Improvement Program adding the Patton Parkway Retaining Wall Repair Project HSR2201, and;
2. Authorizing Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

Construction of Patton Parkway was completed in 2008. The project included a wood retaining walls along a bicycle and pedestrian trail north of the roadway. The retaining walls were intended to stabilize the slope down to the trail from adjacent residential property that is at a higher elevation. The depth of the founding posts is not sufficient to continue retaining soil which will require reconstructing the retaining walls with better foundations (see attached **EXHIBIT A**).

Staff reviewed the retaining wall and identified the need for replacement over the past few months. Staff performed the engineering calculations to determine an adequate retaining wall design and prepared estimates for the work.

City staff received an email correspondence from the resident of 3001 Independence Avenue on August 15, 2022 regarding erosion issues along Patton Parkway. At the regular meeting of August 16, 2022, the City Council received public comment from the same resident regarding the hillside erosion on Patton Parkway immediately behind his property creating fence damage and ground slope erosion.

ANALYSIS:

The project scope consists of removing and replacing approximately 280 linear feet of retaining wall varying in height from 4 feet tall down to 1 foot tall. The new retaining wall will consist of concrete footings, treated timber, and drainage elements to prevent further erosion and contain the hillside with minimal future maintenance.

If approved by City Council, staff will issue a work order to the current on-call construction contractor to expedite the retaining wall replacement prior to winter.

FISCAL IMPACT:

Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate a \$95,000 interfund transfer from the unallocated General Fund balance to CIP Account HSR2201 – Patton Parkway Retaining Wall Repair Project.

Project Estimate

Construction	\$ 80,000
Contingency, Inspection & Closeout	\$ 15,000
Total	\$ 95,000

California Environmental Quality Act (CEQA)

The allocation and appropriation of funds is not a project under CEQA.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING THE ALLOCATION AND APPROPRIATION OF \$95,000 FROM UNALLOCATED GENERAL FUNDS TO CAPITAL IMPROVEMENT PROGRAM ADDING THE PATTON PARKWAY RETAINING WALL REPAIR PROJECT HSR2201 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, construction of Patton Parkway was completed in 2008. The project included a wood retaining walls along a bicycle and pedestrian trail north of the roadway. The retaining walls were intended to stabilize the slope down to the trail from adjacent residential property that is at a higher elevation. The depth of the founding posts is not sufficient to continue retaining soil which will require reconstructing the retaining walls with better foundations (EXHIBIT A), and;

WHEREAS, city staff received an email correspondence from the resident of 3001 Independence Avenue on August 15, 2022 regarding erosion issues along Patton Parkway. At the regular meeting of August 16, 2022, the City Council received public comment from the same resident regarding the hillside erosion on Patton Parkway immediately behind his property creating fence damage and ground slope erosion., and;

WHEREAS, the project scope consists of removing and replacing approximately 280 linear feet of retaining wall varying in height from 4 feet tall down to 1 foot tall. The new retaining wall will consist of concrete footings, treated timber, and drainage elements to prevent further erosion and contain the hillside with minimal future maintenance, and;

WHEREAS, Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate a \$95,000 interfund transfer from the unallocated General Fund balance to CIP Account HSR2201 – Patton Parkway Retaining Wall Repair Project, and;

WHEREAS, The allocation and appropriation of funds is not a project under CEQA.

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

1. Approve the allocation and appropriation of \$95,000 from unallocated General Funds to the Capital Improvement Program adding the Patton Parkway Retaining Wall Repair Project HSR2201, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of September 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



Members of the Marina
City Council

City Council Meeting
of September 7, 2022

**CITY COUNCIL OF THE CITY OF MARINA READ BY TITLE ONLY AND
APPROVE THE FIRST READING OF ORDINANCE 2022-, AMENDING
MUNICIPAL CODE TITLE 5 TO MODIFY SECTION 5.32.090 TO ALLOW
THE ASSIGNMENT OF A SECOND CARDROOM PERMIT IN THE
MARINA MUNICIPAL CODE.**

REQUEST: It is requested that the Marina City Council:

1. Read by title only and waive further reading and approve the first reading of Ordinance 2022-, approving Amendments to Title 5 of the Municipal Code by modifying Sections 5.32.090 to remove language that allow the assignment of a cardroom permits to the applicant (**“EXHIBIT A”**).
2. If the City Council approves the first reading of the Ordinance above, direct staff to work with the Planning Commission to prepare a zoning text amendment to identify the specific zoning districts the second cardroom would be located and to make a recommendation for their location for City Council review in a timely manner.

SUMMARY:

On July 28, 2022, Parkwest Casinos applied for a Marina Municipal Code (MMC) and Zoning Code text change (**“EXHIBIT B”**) requesting to change Municipal Code Chapter 5.32 to allow the second permit to be transferred to them and to allow them to locate a new cardroom in the City of Marina.

BACKGROUND:

The City of Marina’s MMC Chapter 5.32 allows two cardrooms with up to ten tables per cardroom. There were two cardrooms operating within the City of Marina upon its corporation in 1975.

The previous cardroom business known as Mortimer’s closed in September of 2015. With the closure of the business the license expired after thirty days of not being transferred or assigned per MMC Section 5.32.090 and the legal non-conforming use at the previous location of 3100 Del Monte Boulevard was abandoned after six months per MMC 17.64.050. On January 20, 2022, the State of California Gambling Control Commission approved Parkwest Casino Marina’s request for an Initial State Gambling License (**“EXHIBIT C”**). Therefore, Parkwest Casino is requesting Municipal Code text changes to allow the transfer of the permit and then Title 17 Zoning Ordinance changes to allow cardrooms to be permitted in the City of Marina.

ANALYSIS:

Parkwest Casinos is proposing to modify Section 5.32.090 Assignment of permit section of the Municipal Code to allow the assignment of what was previously Mortimer’s card room permit to Parkwest Casinos. Under State law, new card room permits may not be issued by a city, only a transfer or assignment of an existing permit.

Staff does not have any concerns regarding the proposed change by the applicant. If approved, it will result in the redevelopment of the existing site, or potentially the development a new vacant site in the City.

Currently, our Zoning Ordinance does not allow card rooms to be permitted in the City of Marina. If this proposed Municipal Code change is approved, the applicant will need to submit an application for an change to the Zoning Ordinance to modify the Zoning Code to identify specific zoning districts for card rooms.

FISCAL IMPACT:

The City has a card room tax that provides revenue for the City's General Fund. The following charts shows the revenue that can be generated from card rooms and the historical revenue collected from card rooms since 2015.

If the Monthly Gross Revenue is: Over	But Not Over	Computed Fee is:	Of Amount Over:
\$ 0	\$10,000	\$ 500.00	
10,000	15,000	750.00 +5%	\$10,000
15,000	20,000	1,200.00 +9%	15,000
20,000	and over	1,850.00 +13%	20,000

2015*	2016	2017	2018	2019	2020	2021	2022
\$139,586	\$133,729	\$154,783	\$160,147	\$178,741	\$142,225	\$101,780	\$211,466

* Please note that 2015 is the total tax revenue from two cardrooms (Mortimers and Marina Club) and all subsequent years are the total from one cardroom (Marina Club).

ENVIRONMENTAL REVIEW:

The proposed amendments are not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration and comment.

Respectfully submitted,

Nicholas McIlroy
Associate Planner, Community Development Dept.
City of Marina

REVIEWED/CONCUR:

Guido F. Persicone, AICP
Director, Community Development Dept.
City of Marina

Layne Long
City Manager
City of Marina

Exhibit A – Draft Amendment to Section 5.32.090
Exhibit B – Parkwest’s Application Materials
Exhibit C – January 28, 2022 State Gambling Control Letter

ORDINANCE NO. 2022-__

AN ORDINANCE AMENDING MUNICIPAL CODE TITLE 5 TO MODIFY SECTION 5.32.090 "ASSIGNMENT OF PERMIT" TO ALLOW THE ASSIGNMENT OF A SECOND CARDROOM PERMIT IN THE MARINA MUNICIPAL CODE.

-oOo-

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

1. To allow the assignment of a second cardroom permit to Parkwest Casino Marina, the City shall modify Chapter 5.32 Cardrooms Section 5.32.090.

2. An amendment to the City of Marina's Municipal Code is needed allow the assignment.

3. Chapter 5, Article 32. Chapter 5, Article 32, entitled "Cardrooms" is hereby amended by modifying Section 5.32.090 "Assignment of permits", to the Municipal Code to read as set forth on the attached Exhibit "A," and incorporated herein by this reference thereto.

4. Environmental. In accordance with the California Environmental Quality Act (CEQA), staff finds that this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

5. Effective Date. This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption.

6. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

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

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on _____, 2022, and was passed and adopted at a regular meeting duly held on _____, 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

DRAFT

Exhibit "A"

Proposed Changes to Chapter 5.32 Cardrooms

Section: 5.32.090 Assignment of permit

No cardroom permit, or any interest therein, issued under the authority of this chapter, may be transferred from person to person, assigned, pledged or hypothecated in whole or in part, except as authorized by this chapter. Such permit shall not be subject to transfer to any other holder or operator through the levy of any execution by any judgment creditor or any judicial sale under any proceedings to enforce or collect any judgment, debt or obligation. The transfer of the cardroom activity to a different location may be approved by the chief of police provided the application or transfer fulfills all the conditions specified in Sections 5.32.040 and 5.32.050 for the issuance of cardroom permits and such location is allowed under Title 17 of this code (Zoning Ordinance). The transfer of a valid cardroom permit to another person may be allowed by the chief of police ~~when the permittee is deceased and the executor or administrator of his estate has applied for such transfer within thirty days after the date of death, or when the permittee has become physically incapacitated so that he is unable to conduct his cardroom business and will be so incapacitated for a period of six months or more from the date of such application; provided further, that any such application for transfer of a cardroom permit to another person may only be made by or on behalf of a permittee holding a valid permit issued and unrevoked at the time of adoption of the ordinance codified in this chapter and not by the transferee or such permit or any other person; provided further, that the proposed recipient of~~ any such permit transfer shall fulfill all the terms and conditions of this chapter for the issuance of any cardroom permit.



**APPLICATION REQUIREMENTS FOR GENERAL PLAN OR
ZONING ORDINANCE MAP OR TEXT AMENDMENT**

General Plan Amendment: Make recommendations and prepare reports regarding a proposed amendment to the City General Plan.

Zoning Ordinance text/map Amendment Planning Commission and City Council consideration of an amendment to the zoning ordinance text or zoning map.

APPLICATION REQUIREMENTS FOR GENERAL PLAN OR ZONING ORDINANCE AMENDMENT:

- ☐ Required processing fee.
- ☐ Required processing deposit for environmental review under the California Environmental Quality Act (CEQA).
- ☒ Planning Application Cover Page.

ADDITIONAL REQUIREMENTS FOR MAP CHANGES:

- ☐ Environmental Information Form.
- ☐ 8 copies of the Site Plan (drawn to scale). Include the following information:
 - ☐ Applicant's name, address, and phone number.
 - ☐ Vicinity map showing an overview of the project location in Marina.
 - ☐ North Arrow and scale.
 - ☐ Address and assessor parcel number(s) of the project site.
 - ☐ Property lines and dimensions of the project site and surrounding properties.
 - ☐ Name and boundaries of adjacent streets.
 - ☐ Access to the site.
 - ☐ Location of existing and proposed building and structures, including signs.

MAP CHANGES ONLY:

Project Location (address and/or Assessor's Parcel Number(s)): 3006 Highway 1, Marina, CA 93933;
APN: 032-421-014-000

Size of project site (Number of acres): 4.78 acres

Current General Plan and Zoning Designation(s): C-2

Proposed General Plan and Zoning Designation(s): _____

Current use of the property: Vacant Land

Proposed use of the Property: 12-15,000 sq. ft. cardroom and restaurant, with parking for more than 300 cars on site

Explain the benefits of the proposed land use or zoning designation for this property: _____

Develop vacant land for a business use.

Explain why the property involved in this application is more suitable for the uses associated with the proposed land use or zoning designation than the uses associated with the existing land use or zoning designation: _____

There is currently no zoning designation for cardroom. A cardroom is most closely associated with the permitted and conditional uses designated in a C-2 zone.

TEXT CHANGES ONLY:

Page number(s) of the proposed Text change: Section 17.20.030

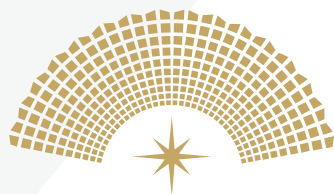
Existing language of the text to be changed: _____

Cannabis manufacturing, cannabis distribution and cannabis testing labs; or

Proposed change: 17.20.030(J): “Cardroom.”

Explain why the proposed text change is necessary: _____

To identify cardroom as a conditional use in property zoned C-2.



PARKWEST CASINOS

580 | LOTUS | CORDOVA | LODI | MANTECA | BICYCLE



A VISION FOR PROGRESS, A FORMULA FOR SUCCESS

Parkwest Casinos has transformed the California gaming experience by providing 5-star service at each of its casinos and offering only the finest in gaming, dining, and customer dedication.

ABOUT PARKWEST CASINOS

Parkwest Casinos currently operates six upscale California casino cardrooms, two Third Party Provider of Proposition Player Services companies (TPPPPS), a consulting services company and real estate holdings.

Founded in 1997 by industry visionary John Park, with only \$800 in capital, Parkwest Casinos has successfully developed into a diversified holding entity that employs over 2000 employees to service a total of 195 gaming tables in six casinos throughout California. Mr. Park started his career in California Gaming as a Third-Party Provider of Proposition Player Services for a single table at a casino in Southern California. In 1997, Mr. Park founded Network Management Group, a Third-Party Provider of Proposition Player Services that focused on customer service, professionalism, and a strict adherence to business fundamentals.

The role of the Third-Party Provider of Proposition Player Services was introduced in California to provide cardrooms with employees, staffed at each table to accept the player-dealer position for casino customers to play any game at any time. Network Management Group quickly gained a reputation for staffing tables with professional, well-dressed, and well-trained employees. Transforming the customer experience and improving the casino's bottom line, Network Management Group expanded the demand for their services from one casino in Southern California to a total of 25 casinos spanning the entire state of California.

To support its Third-Party Provider of Proposition Player Services ventures, Parkwest Casinos invested in the creation of a consulting services firm. Fortiss provides accounting, management, and marketing services catered to the needs of casinos and cardrooms throughout California. The goal of Fortiss is to help clients identify ways to streamline their casino or cardroom operation, and leverage new industry opportunities while maximizing profitability.

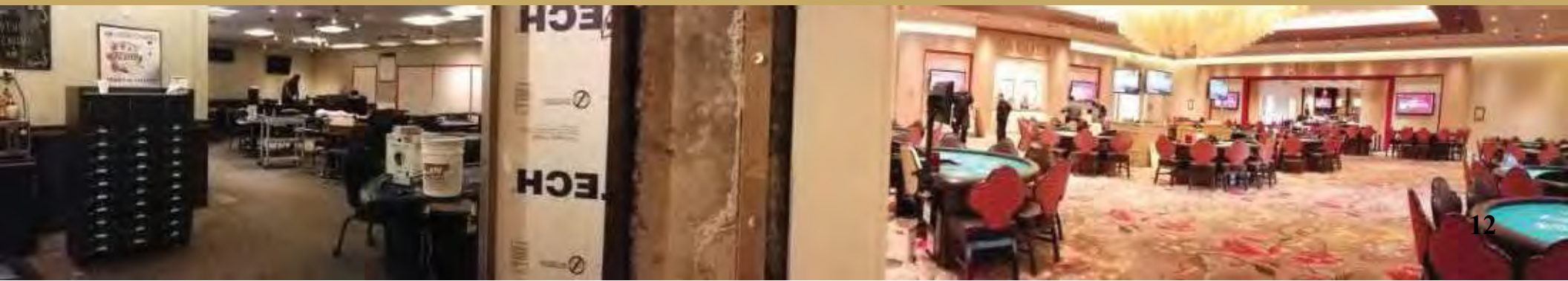
Parkwest Casinos expanded its business to include six upscale casino cardrooms and several associated real estate properties. Before the acquisition, the cardrooms were struggling financially as well as operationally. Applying Mr. Park's changes successfully revived the businesses as well as created a platform for them to thrive as profitable casino cardrooms. All of the casino cardrooms have experienced radical revenue increases since joining the Parkwest Casinos family.



PARKWEST CASINOS OPERATIONS & DEVELOPMENT

The Parkwest Casinos mission is to provide a consistent gaming and dining experience centered on customer service in a friendly, safe, and pristine environment.

Applying principles of innovative architectural design, quality customer service, and active community support, Parkwest Casinos has transformed an initial purchase of a small underperforming cardroom in 2008 into one of the most successful family of casino cardrooms in California.





PARKWEST CASINOS ORGANIZATIONS

Third-Party Provider of Proposition Player Services

- Network Management Group
- Certified Network M

Cardroom Ownership Migration

- Parkwest Casino Cordova
- Parkwest Casino Lodi
- Parkwest Casino Lotus
- Parkwest Casino 580
- Parkwest Casino Manteca
- Parkwest Bicycle Casino



PARKWEST CASINO LOCATIONS

PARKWEST CASINO CORDOVA

2801 Prospect Park Drive
Rancho Cordova, CA 95670



PARKWEST CASINO LODI

1800 S. Cherokee Lane
Lodi, CA 95240

PARKWEST CASINO LOTUS

6010 Stockton Blvd.
Sacramento, CA 95824



PARKWEST CASINO 580

968 N. Canyons Parkway
Livermore, CA 94551

PARKWEST CASINO MANTECA

1355 N Main St
Manteca, CA 95336

PARKWEST BICYCLE CASINO

888 Bicycle Casino Drive
Bell Gardens, CA 90201



PARKWEST CASINO MARINA

Parkwest Casino Marina, LLC intends to open a 12-15,000 sq. ft. upscale casino cardroom and full-service restaurant at 3006 Highway 1. The cardroom will include 10 gaming tables, and a full-service restaurant with seating for approximately 60 patrons. There will be parking for more than 300 cars on site, with separate areas for employee and VIP parking. The plans include a large planting area along the rear of the property to shield the neighboring residential neighborhood from light and noise.

Parkwest Casino Marina anticipates employing approximately 100 individuals at the cardroom. The cardroom positions are living wage jobs and include health care benefits. The company that will provide Third-Party Provider of Proposition Player Services to the cardroom will employ an additional 60 people. The cardroom and restaurant will be open 24 hours per day, 7 days per week.



ARCHITECTURAL CHARACTER



kollin | altomare | architects

Parkwest Casino Marina
3006 Del Monte Blvd. Marina, California



SITE AREA: 4.78 ACRES
 BUILDING AREA: 15,000 SQ. FT.
 PARKING: 345 SPACES
 ZONING: C2 - COMMERCIAL

1/32" = 1'-0"
 0 8 16 32 64 ft
 NORTH

CONCEPTUAL SITE PLAN



kollin | altomare | architects

Parkwest Casino Marina
 3006 Del Monte Blvd. Marina, California

Marina Municipal Code section 5.32.050 Issuance of a Permit

A cardroom permit may be issued for a period of one year upon the recommendation of the chief of police, subject to the following conditions and qualifications:

A. No applicant shall be recommended for a cardroom permit if:

1. The applicant has knowingly misstated, misrepresented, concealed or withheld any material fact on the application for permit; or
 2. Such applicant has previously been convicted of a felony or of any narcotics violation; or
 3. Any said cardroom is proposed to be located within any area of the city which is zoned residential; ~~or if said cardroom location is adjacent to a residential area and, in the opinion of the chief of police, the operation of a cardroom in such location would tend to cause a public nuisance or a police problem;~~ or
 4. Said cardroom is proposed to be located within ~~one hundred and fifty~~ ~~five hundred~~ feet of a public school, church, hospital, children's playground or any other public facility where the presence of said cardroom might tend to promote a demoralizing effect or cause a police problem or create a public nuisance.
- B. The action of the chief of police in recommending the denial of such a permit on the basis of any part of this section shall be subject to an appeal to the city council. Notice of such appeal shall be filed in writing with the city clerk within ten days after the denial of said permit. Upon failure to file such notice of appeal within the ten-day period, the action of the chief of police in denying such permit shall be final and conclusive.

The rear of the proposed location is adjacent to 2 residential homes. It is Parkwest Casinos' intent to locate the casino building towards the rear of the property to act as "buffer" between it and the residential homes. The public areas of the cardroom will away from the residential homes and toward Highway 1. Additionally, Parkwest Casinos plans to erect a barrier between the casino property and the 2 residential homes, and employ full time security to patrol the casino and parking lot.

The proposed location is only 1300 ft. from City Hall and the Marina Police Department Headquarters.

Further, Parkwest Casinos does not believe the proposed revised Municipal Code section 5.32.050(A) would be applicable to the proposed location due to the following reasons:

- The closest park (Marina City Park) is 1100 ft. away.
- The nearest church (Church of Christ Marina) is 1100 ft. away.
- Marina High School is approximately 150 feet away.
- The nearest hospital is 2 miles away.
- The proposed location is not zoned residential.

To avoid any doubt concerning the transferability of the license from Mortimer's, Inc. to Parkwest Casino Marina, LLC, we recommend amending Municipal Code section 5.32.090. The proposed changes will allow a gaming permit to transfer, while still requiring the transferee to meet all existing conditions of the Municipal Code for a cardroom owner permit.

Marina Municipal Code section 5.32.090 Assignment of Permit

No cardroom permit, or any interest therein, issued under the authority of this chapter, may be transferred from person to person, assigned, pledged or hypothecated in whole or in part, except as authorized by this chapter. Such permit shall not be subject to transfer to any other holder or operator through the levy of any execution by any judgment creditor or any judicial sale under any proceedings to enforce or collect any judgment, debt or obligation. The transfer of the cardroom activity to a different location may be approved by the chief of police provided the application or transfer fulfills all the conditions specified in Sections 5.32.040 and 5.32.050 for the issuance of cardroom permits and such location is allowed under Title 17 of this code (Zoning Ordinance). The transfer of a valid cardroom permit to another person may be allowed by the chief of police ~~when the permittee is deceased and the executor or administrator of his estate has applied for such transfer within thirty days after the date of death, or when the permittee has become physically incapacitated so that he is unable to conduct his cardroom business and will be so incapacitated for a period of six months or more from the date of such application; provided further, that any such application for transfer of a cardroom permit to another person may only be made by or on behalf of a permittee holding a valid permit issued and unrevoked at the time of adoption of the ordinance codified in this chapter and not by the transferee or such permit or any other person;~~ provided further, that the transferee of any such transfer shall fulfill all the terms and conditions of this chapter for the issuance of any cardroom permit.

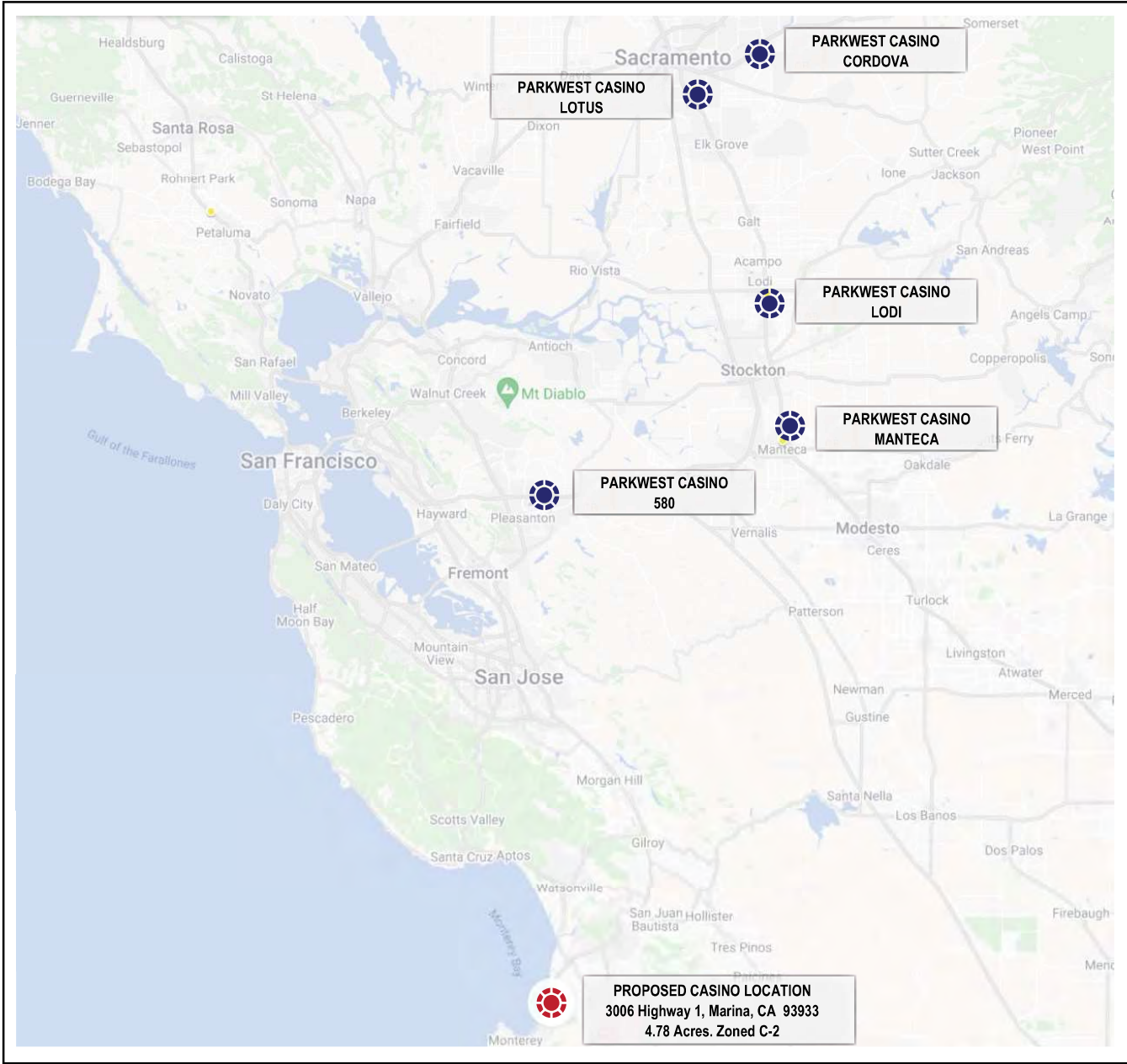
Parkwest Casinos requests the following amendment made to Municipal Code section 17.20.030, to permit Cardrooms as a conditional use in areas zoned C-2 or General Commercial.

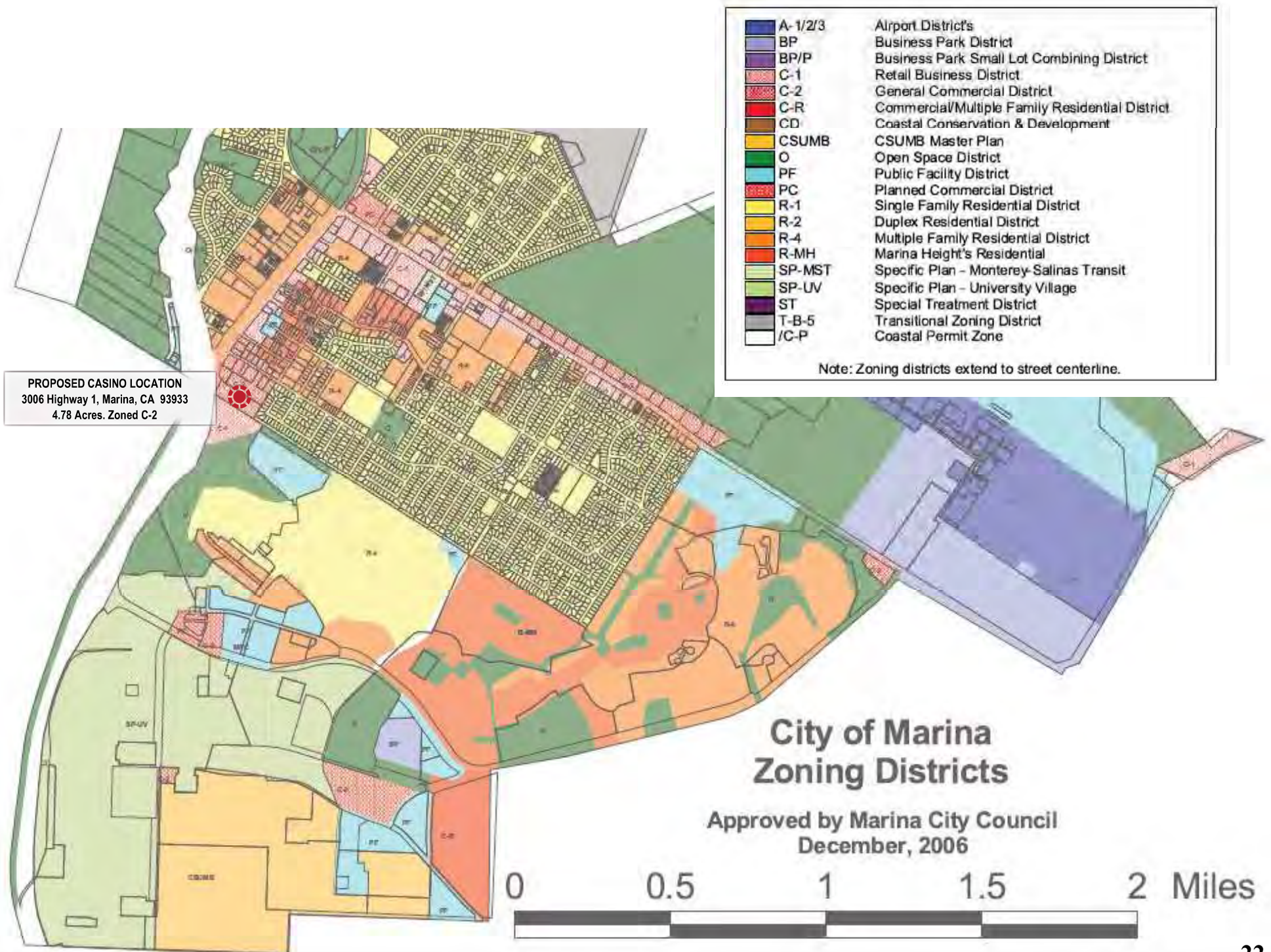
Marina Municipal Code section 17.20.030 Conditional Uses

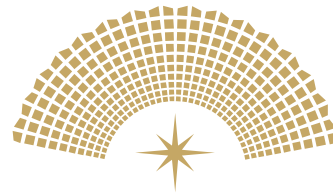
Uses permitted, subject to first securing a use permit in each case, in the C-2 districts shall be as follows:

- A. Hotels, motels, clubs and lodges;
- B. Public and quasi-public uses, including schools, churches and public utility buildings;
- C. Drive-in banks, open air retail and wholesale sales, drive-in restaurants, refreshment stands, theaters, laundries, development laboratories, used car sales, used or secondhand goods, and other uses which are of similar character;
- D. Wholesale distributors of petroleum products, contractors' yards, welding shops and other uses of a similar character;
- E. Manufacture of clothing, handicraft products, printing, lithographing, and other light manufacturing or industrial uses of a similar character;
- F. Airports, heliports, and landing strips for aircraft;
- G. Single-family, duplex and multiple-family residential dwellings limited to studio and one-bedroom units with a minimum of five hundred twenty-five square feet and a maximum of nine hundred square feet to a maximum density of one unit per five thousand square feet of lot area within the same building as commercial uses on the site and located above those commercial uses. Such residential uses shall be permitted subject to site and architectural design review approval. However, if residential use is existing or approved for a site, only those uses identified in Section 17.20.020(A) shall be allowed on the same site and all other permitted uses and all conditional uses listed in this chapter shall not be permitted on the site;
- H. Cannabis retailer;
- I. Cannabis manufacturing, cannabis distribution and cannabis testing labs; or
- J. Cardrooms.

PROPOSED CASINO LOCATION







PARKWEST CASINOS

580 | LOTUS | CORDOVA | LODI | MANTECA | BICYCLE

1100 SOUTH FLOWER STREET, SUITE 3100
LOS ANGELES, CA 90015 | (323) 415-4900



STATE OF CALIFORNIA

Gavin Newsom, Governor

GAMBLING CONTROL COMMISSION

2399 Gateway Oaks Drive, Suite 220
Sacramento, CA 95833-4231

(916) 263-0700 Phone

(916) 263-0499 Fax

www.cgcc.ca.gov

PAULA LABRIE, CHAIR
CATHLEEN GALGANI
ERIC C. HEINS
WILLIAM LIU
EDWARD YEE

January 28, 2022

Joy Harn
Parkwest Casino Marina
100 Oceangate, Suite 100
Long Beach, 90802

Re: Approval of Initial State Gambling License

Dear Joy Harn:

The California Gambling Control Commission (Commission) has approved Parkwest Casino Marina and its owner-licensee's Initial Cardroom Business License Applications at its January 20, 2022 Commission Meeting through January 31, 2024 with the following conditions:

The Owner-Licensee may not open or offer controlled games until the Bureau of Gambling Control has inspected the cardroom and determined that the cardroom is in compliance with all pertinent regulatory standards. Prior to the opening for business, the owner-licensee, shall provide to the Bureau of Gambling Control:

- 1. A current and fully completed Business Entity: Supplemental Information, CGCC-CH2-06 (New 05/20), or its most current successor form, which includes the new address of the gambling establishment;*
- 2. The Owner-Licensee must comply with applicable relocation requirements pursuant to California Code of Regulations, Title 4, Division 18, Chapter 7, Article 1, Section 12364;*
- 3. A current and valid business license issued by the City of Marina for the gambling establishment;*
- 4. A current reviewed and approved Safety and Security Plan, as required by California Code of Regulations, title 4, sections 12370 and 12372;*
- 5. A current Emergency and Evacuation Plan, as required by California Code of Regulations, title 4, section 12370, that has been approved by the responsible local authority;*
- 6. A current lease for the gambling establishment's premises, if applicable; and*
- 7. A current and complete Chart of Accounts, as required by California Code of Regulations, title 4, section 12312.*

Joy Harn
Parkwest Casino Marina
January 28, 2022

If you have any additional questions, you may contact me at (916) 263-6974. You may also find information on the Commission's website at www.cgcc.ca.gov of assistance in identifying your responsibilities as a state gambling licensee.

Sincerely,

Katherine Martinez

Katherine Martinez, Analyst
Licensing Division

Enclosures

Honorable Mayor and Members
of the Marina City Council

City Council Special Meeting
September 7, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022–
APPROVING A CONCESSIONAIRE AGREEMENT WITH CHAPARRAL
COUNTRY CORPORATION, INC. OF WOODSIDE, CA TO PROVIDE
RECREATION FACILITIES AND PROGRAMS TO THE PUBLIC AT
THE MARINA EQUESTRIAN CENTER PARK; AUTHORIZE THE CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY; AND DIRECT STAFF TO PROVIDE NOTICE TO VACATE
TO THE MARINA EQUESTRIAN ASSOCIATION**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2022-, approve a concessionaire agreement with Chaparral Country Corporation, Inc. of Woodside CA (**EXHIBIT A**) to provide recreational facilities and programs to the public at the Marina Equestrian Center Park; and
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and
3. Direct staff to provide notice to vacate to the Marina Equestrian Association.

BACKGROUND:

The 13.76-acre parcel of property at 5th Avenue and 9th Street known as the “Marina Equestrian Center Park” (“MEC Park”) was conveyed to the City of Marina (“City”) by Quitclaim Deed from the Department of the Interior of the U.S. Government, acting by and through the Director, National Park Service (“NPS”), on April 13, 1998, under provisions of the Federal Property and Administrative Services Act of 1949 (40 USC §550(e)) and the Federal Lands to Parks Program (the “Lands to Parks Program”) a public benefit conveyance program. The City paid no consideration to the federal government for the land and continued public ownership is mandatory as the land conveyed must be used in perpetuity only for public park and public recreation area purposes. Under the Lands to Parks Program, there is no authorization for the dedication of any portion of the land conveyed for private purposes nor for the generation of revenue by any means other than by providing a service that facilitates public recreation. The approved use must be in accordance with a Program of Utilization and Plan (“POU”), to which NPS’ concurrence is required, which may be amended from time to time.

Together, the “Public Conveyance of Parks and Recreation Property at Fort Ord,” July 1993, attached as **EXHIBIT B**, and the letter dated May 25, 1994, with City Resolution No. 94-23 attached as **EXHIBIT C**, and the Quitclaim Deed recorded April 24, 1998 (“Quitclaim Deed”), attached as **EXHIBIT D**, provided for the transfer to the City of 27.235 acres, then commonly referred to as “horse stables at Fort Ord.”

The present operator of MEC Park, the Marina Equestrian Association (the “MEA”), was formed in 1994 by a group of military families and civilians who were operating the horse stables at Fort Ord. Faced with the closure of Fort Ord and with the loss of their Army sponsor for the land, and the potential loss of the facility to military and civil service families regularly assigned to the Monterey peninsula, the MEA approached the City in April of 1994 to sponsor MEA’s application to continue to operate on the (then) 34-acre property where the Fort Ord recreational stables were located.

In 1994, the City’s request for conveyance of the horse stables at Fort Ord was added by amendment to the City’s request for conveyance of the Sports and Tennis Parcels. A POU for the stables was not provided at that time. In a letter to the City dated December 30, 1997, the NPS requested a detailed POU Plan, which outlined the proposed use and development plans for the stable parcel. In response, on January 30, 1998, the City submitted a draft POU and received NPS’ acceptance and concurrence to that POU (the “1998 POU”) on March 20, 1998. On January 8, 2000, the City and the MEA entered into an Operating Agreement for the Marina Equestrian Center (“Operating Agreement”) for certain premises and facilities consisting of 13.76 acres. Although the land deed requires NPS approval of the Concessionaire and Operating Agreement, MEA has never received NPS approval as a concessionaire. The term of the Operating Agreement commenced on February 1, 2000, and ended on January 31, 2005. MEA, has continued to operate on a month-to-month basis to the present time.

The City Council subsequently directed that a second POU be prepared to replace the 1998 POU and an *ad hoc* committee was established for this purpose and a public process was conducted. The resulting POU (the “2013 POU”) was approved by the City Council on July 16, 2013, and in September 2013 the 2013 POU was provided to NPS for its review. A copy is attached as **EXHIBIT E**. On January 12, 2017, NPS, through NPS Federal Lands to Parks Program Manager Mr. David Seigenthaler, communicated its conditional concurrence with the 2013 POU with a caveat concerning the private boarding of horses. NPS does not consider private long-term boarding of horses to be a public recreational use of the site. This communication is attached as **EXHIBIT F**. The 2013 POU was developed in accordance with the NPS’ advice and is the current operative POU for MEC Park. Over the years, the most problematic use of the equestrian center by MEA has been the issue of private boarding.

The Council has prioritized the development of MEC Park as a public park consistent with the Lands to Parks Program and the best interests of the City and the public. The Quitclaim Deed and the Lands to Park Program authorize the use of concessionaires, subject to NPS’ prior concurrence, to offer public services. In order to implement the 2013 POU on March 21, 2017, the City Council unanimously adopted Resolution 2017-28, directing staff to prepare and issue a Request for Proposals (“RFP”) for a concessionaire to operate an equestrian facility at the MEC Park consistent with the 2013 POU and direction from the NPS.

Three proposals in response to the RFP were received on January 4, 2021. The proposing concessionaires were Chaparral Country Corporation, Inc. (“Chaparral”); MEA; and Fort Ord Equine Foundation. Staff evaluated the proposals, presentations by the proposers and interview responses according to the criteria stated in the RFP. The proposers were rated and ranked to determine the most qualified respondent to the request for proposals. Staff determined that Chaparral is the most qualified concessionaire. Staff recommendations were presented at a special City Council meeting held on August 31st, 2021. At the meeting, City Council received comments from the public and continued the item to the September 8th, 2021 meeting when the City Council adopted Resolution 2021-96, attached as **EXHIBIT G**. The Resolution took the following actions: approved Chaparral as the most qualified respondent to the RFP to provide recreational facilities and programs to the public at MEC Park; directed staff to negotiate the terms of a concession agreement with Chaparral; directed staff to obtain NPS concurrence with the terms of the concession agreement; directed staff to do further vetting of the financials of Chaparral; and directed staff to return to City Council with a concession agreement for approval.

ANALYSIS:

Over the past year, City staff has been actively working with the Chaparral team in negotiating a draft concessionaire agreement. With the assistance of Keyser Marston, the City reviewed the proprietary financial records of Chaparral and has determined they appear to be financially stable and have sufficient equity available to operate successfully as the concessionaire at the MEC Park.

On August 15th, 2022 MEA members provided access for City staff and Chaparral to the MEC Park facilities they have been utilizing under the Operating Agreement. This allowed for the completion of an inventory of the facilities and equipment that will be made available to the concessionaire under the draft agreement attached as **EXHIBIT A**.

While this was happening, there was an effort put together by certain members of the public and others to reach out to United States Congressman Jimmy Panetta and get his assistance in requesting the NPS reconsider their prior decision and direction to the City of Marina regarding long-term boarding of horses. Attached is a letter from Congressman Panetta written to the NPS on December 14, 2021 (**EXHIBIT H**).

As a response to this effort, the City received a letter dated July 12, 2022, from Joel Lynch, the Chief of State and Local Assistance Programs from the NPS Washington, DC office attached as **EXHIBIT I**, issuing a final request and notice for the City to cure non-compliance at MEC Park. As indicated in the letter, the NPS continues to support the City of Marina's efforts to make the MEC Park a truly public park and wanted a status update of our draft concessionaire agreement with Chaparral. However, as indicated in the letter, NPS and the General Services Administration (GSA) must explore alternative actions to remedy the current situation at the MEC Park if the City does not move forward with approving a concessionaire agreement with Chaparral.

If the City Council does not want to move forward with approving an agreement with Chaparral, the following alternate remedies were provided to the City by NPS:

1. Voluntary reversion of MEC Park to federal ownership.
2. Abrogation of the park use requirements through sale of the property to the City at fair market value.
3. Transfer of the property to another governmental entity (such as the County) capable of operating the site as a public park under NPS regulations.
4. Involuntary reversion as a last resort, absent an adequate response by the City to NPS request for a public use plan that meets the public recreation purpose of the conveyance.

If Council approves a concessionaire agreement with Chaparral, staff will provide reasonable notice to MEA to vacate MEC Park.

FISCAL IMPACT:

Approval of the agreement will provide revenue to the NPS fund through rent payments and concessionaire revenue sharing amounting from \$76,800 to \$114, 240 during the first 5-year term of the agreement.

CONCLUSION:

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

Respectfully Submitted

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

REVIEWED/CONCUR:

Juan Lopez
Finance Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A CONCESSIONAIRE AGREEMENT WITH CHAPARRAL COUNTRY CORPORATION, INC. OF WOODSIDE, CA TO PROVIDE RECREATION FACILITIES AND PROGRAMS TO THE PUBLIC AT THE MARINA EQUESTRIAN CENTER PARK; AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND DIRECT STAFF TO PROVIDE NOTICE TO VACATE TO THE MARINA EQUESTRIAN ASSOCIATION

WHEREAS the 35-acre parcel of property at 5th Avenue and 9th Street known as the “Marina Equestrian Center Park” was deeded by the U.S. Government to the City of Marina on April 13, 1998, under the National Park Service’s (NPS) Federal Lands to Parks Program; and

WHEREAS together, the “Public Conveyance of Parks and Recreation Property at Fort Ord,” July 1993, attached as **EXHIBIT B**, and the letter dated May 25, 1994, with City Resolution No. 94-23 attached as **EXHIBIT C**, and the Quitclaim Deed recorded April 24, 1998 (“Quitclaim Deed”), attached as **EXHIBIT D**, provided for the transfer to the City of 27.235 acres, then commonly referred to as “horse stables at Fort Ord”; and

WHEREAS on July 16, 2013, City Council unanimously adopted a proposed Program of Utilization (POU) for the Marina Equestrian Center Park; and

WHEREAS in July 2013, the proposed POU was submitted to the National Park Service; and

WHEREAS on January 12, 2017, the National Park Service communicated its approval of the proposed POU with the proviso that the private long-term boarding of horses is not a public recreational use of the site and the City must establish a suitable plan to make boarding of horses an equitable park use; and

WHEREAS in order to implement the POU, the City Council adopted resolution 2017-28 on March 21, 2017, directing staff to prepare and issue a Request for Proposals (RFP) for a concessionaire to operate an equestrian facility at the Marina Equestrian Center Park consistent with the POU and direction from the NPS; and

WHEREAS staff issued an RFP for potential concessionaires on October 23, 2020. Three proposals in response to the RFP were received on January 4, 2021; and

WHEREAS the proposing concessionaires were Chaparral Country Corporation, Inc. (Chaparral); Marina Equestrian Association; and Fort Ord Equine Foundation. Staff evaluated the proposals, presentations by the proposers and interview responses according to the criteria stated in the RFP. The proposers were rated and ranked to determine the most qualified respondent to the request for proposals. Staff determined that Chaparral is the most qualified concessionaire; and

WHEREAS staff recommendations were presented at a special City Council meeting held on August 31st, 2021. At the meeting, City Council received comments from the public and continued the item to the September 8th, 2021 meeting when the City Council adopted Resolution 2021-96, attached as **EXHIBIT G**. The Resolution took the following actions: approved Chaparral as the most qualified respondent to the RFP to provide recreational facilities and programs to the public at MEC Park; directed staff to negotiate the terms of a concession agreement with Chaparral; directed staff to obtain NPS concurrence with the terms of the concession agreement; directed staff to do further vetting of the financials of Chaparral; and directed staff to return to City Council with a concession agreement for approval; and,

WHEREAS over the past year, City staff has been actively working with the Chaparral team in negotiating a draft concessionaire agreement. With the assistance of Keyser Marston, the City reviewed the proprietary financial records of Chaparral and has determined they appear to be financially stable and have sufficient equity available to operate successfully as the concessionaire at the MEC Park; and,

WHEREAS on August 15th, 2022 MEA members provided access for City staff and Chaparral to the MEC Park facilities they have been utilizing under the Operating Agreement. This allowed for the completion of an inventory of the facilities and equipment that will be made available to the concessionaire under the draft agreement attached as **EXHIBIT A**; and,

WHEREAS while this was happening, there was an effort put together by certain members of the public and others to reach out to United States Congressman Jimmy Panetta and get his assistance in requesting the NPS reconsider their prior decision and direction to the City of Marina regarding long-term boarding of horses. Attached is a letter from Congressman Panetta written to the NPS on December 14, 2021 (**EXHIBIT H**); and,

WHEREAS as a response to this effort, the City received a letter dated July 12, 2022, from Joel Lynch, the Chief of State and Local Assistance Programs from the NPS Washington, DC office attached as **EXHIBIT I**, issuing a final request and notice for the City to cure non-compliance at MEC Park. As indicated in the letter, the NPS continues to support the City of Marina's efforts to make the MEC Park a truly public park and wanted a status update of our draft concessionaire agreement with Chaparral. However, as indicated in the letter, NPS and the General Services Administration (GSA) must explore alternative actions to remedy the current situation at the MEC Park if the City does not move forward with approving a concessionaire agreement with Chaparral; and,

WHEREAS, if the City Council does not want to move forward with approving an agreement with Chaparral, the following alternate remedies were provided to the City by NPS:

1. Voluntary reversion of MEC Park to federal ownership.
2. Abrogation of the park use requirements through sale of the property to the City at fair market value.
3. Transfer of the property to another governmental entity (such as the County) capable of operating the site as a public park under NPS regulations.
4. Involuntary reversion as a last resort, absent an adequate response by the City to NPS request for a public use plan that meets the public recreation purpose of the conveyance

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves Resolution No. 2022—which includes the following actions:

1. Approve a concessionaire agreement with Chaparral Country Corporation, Inc. of Woodside CA to provide recreational facilities and programs to the public at the Marina Equestrian Center Park; and
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and
3. Direct staff to provide notice to vacate to the Marina Equestrian Association.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of September 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

CONCESSION AGREEMENT

This Concession Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, between the City of Marina, California ("City") and Chaparral Country Corporation, 4040 Woodside Road Woodside, California 94062, Fein # 27-0939720, which is a corporation organized under the laws of California ("Concessionaire").

Recitals

Whereas, the City owns certain land totaling 35 acres, obtained by the City from the United States of America (the "USA"), as surplus property, known as the Marina Equestrian Center Park ("MEC Park" or "Property"), and deeded to the City on April 24, 1998. Said quitclaim deed ("Deed") is attached and hereinafter referred to as Exhibit A; and

Whereas, Condition No. 3 of said Deed provides that the "property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency [...]. However, nothing in this provision shall preclude the [City] from providing related recreational facilities and services compatible with the approved application, through concession agreements entered in with third parties, provided prior concurrence to such agreements is obtained in writing by the Secretary of the Interior," or their delegated representative, the National Park Service ("NPS"); and

Whereas, the City and Concessionaire desire to provide an equestrian riding and training program on a portion of the MEC Park for the use and benefit of the general public; and

Whereas, the City is satisfied that provision of additional services and facilities at the MEC Park is in the best interest of the City and the public.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide equestrian riding, guided equestrian rides, equestrian riding lessons, limited equestrian boarding for visitors, and history education services more particularly described in Exhibit D, Concessionaire Uses and Programs, upon a portion of the real property described in Exhibits A - C attached hereto and incorporated herein by this reference and located at the MEC Park.

1. Location: The City does hereby assign to the Concessionaire the use of five (5) former veterinary hospital buildings, three (3) riding arenas, a round pen, parking areas, seventy-one (71) horse stalls, and the area enclosed by thirty-two (32) turnouts. All five (5) of the former veterinary hospital buildings are on the historic registry and subject to applicable use requirements. See Exhibit B, attached hereto for site map. The area assigned to the Concessionaire is a 14.22 acre portion of the Property designated as areas C and D on Exhibit B, Site Map, along with the 6,000 square foot parking area south of building 2850 within area B on Exhibit B. Utilization of the buildings and grounds shown on Exhibit C ("Concession Location") and described below are subject to all pertinent

restrictions imposed in the quitclaim deed (**Exhibit A**). The Parties have the option to expand the Concession Location, subject to appropriate approvals.

a. Kennel Building 2838 5th Avenue

The Kennel Building 3144 (see Concession Location, **Exhibit C**) has over a dozen dog kennels and two (2) ADA restrooms.

b. Veterinary Ward A 2834 5th Avenue and Ward B 2836 5th Avenue (Tack Rooms and Secondary Uses)

Combined, the two (2) veterinary wards have thirty (30) tack rooms. Ward B 2836 has a restroom that shall be available to the public at all times during MEC Park hours. Either building may be beneficial in remaining a tack room to better facilitate the Concessionaire's equestrian services.

c. Colic Building 2832 5th Avenue

The Colic Building has one bathroom and a small kitchen inside. There is a sink as well as connections for new appliances.

d. Veterinary Clinic 2830 5th Avenue

The Veterinary Clinic building has four (4) internal offices and two (2) bathrooms. This building shall be publicly accessible while the MEC Park is open and may be a venue for special events or historic and cultural lectures. It can accommodate approximately 75 to 100 people.

e. Arenas and Stalls

There are three (3) arenas, a round pin, seventy-one (71) horse stalls and thirty-two (32) turnouts at the MEC Park. The Program of Utilization ("POU") **Exhibit J** approved by the City on March, 21st, 2017 (Resolution 2017-28) indicates appropriate use of stalls by area. See **Exhibit B**. Stalls on the Northwest portion of MEC Park may be made available for limited, short-term rentals to visitors after public use has been maximized to the full extent by the Concessionaire. Such rentals shall require a written agreement, are limited to less than sixty (60) days in duration, and are not subject to renewal.

f. Parking Areas

Areas available for parking within the Concession Location are east of building 2832, north of building 2838, and south of building 2850 ("Parking Areas").

2. Use of Property/Concession Location:

a. Concessionaire shall use, occupy, and maintain the Concession Location in a business like, careful, clean, and non-hazardous manner for the sole purpose of providing services more particularly described in **Exhibit D** in strict accordance with all terms and provisions imposed by the Department of the Interior as set forth in **Exhibit A**. Written approval by the City and written concurrence by the Secretary of the Interior or their delegated representative, NPS, shall be required for other proposed use in conjunction with or in addition to those specified above.

- b. Existing buildings are known to contain asbestos and lead as documented in the material surveys attached as **Exhibit E**. Any alteration of the existing buildings shall require City approval of plans suitable for issuance of a building permit. All work shall be conducted in a safe manner per the requirements of any building permit issued.
- c. No Warranty. Concessionaire 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 condition of the Property or the suitability of the Property for its intended use, save and except for the representation and warranty that no City officer, employee, or agent has caused any condition of pollution or contamination that may now exist on the Property. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government or to any lessee of City. Concessionaire agrees to accept the Property in its present condition and “as is” with respect to all conditions that may now exist on or under the Property. Moreover, Concessionaire agrees to waive any claim or right of action against the City that Concessionaire now has or hereafter may acquire arising out of the condition of the Property, its soils or the groundwater underlying the Property, including but not limited to any claim of indemnity which Concessionaire may have by reason of costs incurred by Concessionaire arising out of the abatement or cleanup of any pollution or contamination condition discovered on the Property 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.
- d. Public access to MEC Park shall be allowed during hours established by the City’s Municipal Code.
- e. Fees charged for services provided by Concessionaire shall be reasonable so as to encourage participation by the general public.
- f. Parking Areas shall be made available to the public. Any parking restrictions proposed by Concessionaire must be reviewed and approved by City prior to implementing changes.
3. **Personal Property**: An inventory of the existing personal property for use by the Concessionaire throughout the term of the Agreement is attached hereto as **Exhibit F**. Concessionaire shall maintain all such personal property in good working condition, subject to reasonable wear and tear. Upon completion or termination of this Agreement, all personal property items shall be accounted for and returned to the City. During the course of this Agreement, Concessionaire shall promptly notify City of any damage to personal property.
4. **Term**: The Agreement shall be effective from the date of execution for an initial term of five (5) years, unless terminated earlier.

5. Renewal: Concessionaire will have an option to renew this Agreement for two consecutive five-year terms upon conditions to be mutually-agreed upon by the Parties. Any Agreement reached by the City and Concessionaire for renewal of this Agreement shall be subject to the written approval of the Secretary of the Interior or their delegated representative, NPS, if any significant changes to the Agreement are included.

Concessionaire shall notify the City ninety (90) days prior to the expiration of the term of the Agreement of its intent to exercise an option to renew the Agreement with the City.

6. Concession Payments.

a. Commencement of Payment Obligations: For the purposes of this Agreement and payment of Concession Payments, Month One (1) shall mean the first month of Concessionaire occupancy under this Agreement, which shall commence no later than January 1, 2023.

b. Within thirty (30) days of the month following commencement of operations, and on or before the thirtieth (30th) day of each month thereafter, Concessionaire shall produce a revenue report and tender payment to City for the preceding month according to the following schedule:

1) Payments shall be made to the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933.

2) Base Payments

Payments to City by Concessionaire shall be per the following schedule.

MONTHS OF OPERATION	AMOUNT DUE TO CITY
Months 1 through the end of this Agreement	One Thousand two hundred eighty (\$1,280) per month

3) Revenue Sharing Payments

Payments to City by Concessionaire shall be based on revenue earned in the performance of this Agreement:

MONTHS OF OPERATION	AMOUNT DUE TO CITY
Months 1 through 6	0% of gross Concessionaire revenues
Months 7 through 24	Two percent (2%) of gross Concessionaire revenues
Months 25 through 60	three percent (3%) of gross Concessionaire revenues
Months 61 through 84	four percent (4%) of gross Concessionaire revenues
Months 85 through the end of this Agreement	Four and One-Half percent (4.5%) of gross Concessionaire revenues

4) Additional payments to City by Concessionaire:

In any month beginning month 24 through the end of this Agreement, Concessionaire shall pay City an additional One and one-half percent (1.5%) of revenue earned in performance of this Agreement as a performance fee, during any month in which revenue from the operation of the Concession exceeds Fifty-Thousand Dollars (\$50,000) per month.

- c. Late Payments. Should any payments due under this Agreement remain unpaid ten (10) days after the due date of such payment a penalty of 10% shall be added to any payments past due.

7. Concessionaire's Records and Documents:

a. With respect to all matters covered by performance of this Agreement, Concessionaire's records and documents shall be subject at all times to inspection, review, or audit by the City. Concessionaire shall supply the City any documentation that may be needed by the City to prepare required compliance reports to the Secretary of the Interior or their delegated representative, NPS.

a. Reporting: Concessionaire shall maintain books and records that shall reflect expenses and revenues for the operation of the Concessionaire Uses and Programs. Concessionaire shall prepare a monthly summary report for transmission to City showing applicable expenses and revenue from the performance of this Agreement. This report shall form the basis for payments by Concessionaire to the City.

8. Operations

a. Hours of operation for the Concession Location are subject to approval by the City. MEC Park shall remain open and available for public use in accord with the requirements of the Municipal Code, as may be amended.

b. The Operations Plan for the Concession Location is set forth in Schedule G, attached hereto.

9. Maintenance and Repair The maintenance and repair obligations of the Parties are set forth in Exhibit H attached hereto.

Concessionaire shall, at its sole cost and expense, maintain the Concession Location in good condition and perform such repairs that become necessary from time to time during the term of this Agreement and any renewals thereof.

10. Licenses and Permits: Concessionaire shall obtain all necessary licenses and permits to operate the Concession Location before operation may begin. All licenses and permits are subject to the City's Code Enforcement for safety, health, and fire inspections.

11. Operating Expenses and Utilities:

- a. Concessionaire shall pay all expenses related to performance of this Agreement and operation of the Concession Location, including but not limited to water service, telephone service, data connectivity services, electricity service, trash and waste collection and sewer services on the Concession Location as designated in **Exhibit H**.
 - b. City shall be responsible for necessary upgrades to the power and utility systems necessary for safe, secure and code compliant operation of the Concession Location.
 - c. **Provision of Utilities.** During the term of this Agreement, Concessionaire shall have the right to connect the Concession Location and all improvements thereon and facilities appurtenant thereto to the existing utilities serving the Concession Location at its sole cost and expense. The City shall make available to Concessionaire maps in its possession showing the location of sewer, water, electrical, gas and telephone lines located on or near the Concession Location. Concessionaire shall be responsible for arranging and paying for all utilities required for the Concession Location. The City will use its best efforts to continue all utility services as they presently exist, but it cannot and does not guarantee there will be no interruptions of service. Concessionaire hereby waives any rights or claims it may have which result from temporary interruptions of service. To the extent it has knowledge, the City will provide notice of any work scheduled that may interrupt the utility service to the Concession Location. If City is unable to provide access to utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or service by law or regulation, it shall have no obligation hereunder.
 - d. The City shall provide repairs and upgrades to infrastructure designated in **Exhibit H** in a timely manner within available funding available to the City. ' After the repairs and upgrades, Concessionaire, at its own costs, shall be responsible for maintenance of the infrastructure as designated in **Exhibit H**.
 - e. City agrees to be fully responsible for all required asbestos, lead paint, and hazardous material removal and remediation at MEC Park.
 - f. Concessionaire shall notify the City of any health, safety, and code deficiencies related to the Concession Location infrastructure and buildings in a prompt manner. City is responsible for correcting existing deficiencies.
 - g. City agrees to provide signage required by the Municipal Code and shall maintain all Parking Areas in a safe and compliant manner.
12. **Non-discrimination:** The City and Concessionaire agree to comply with all Federal laws relating to non-discrimination in connection with any use, operation, program, or activity on or related to MEC Park, including but not limited to:
- a. All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or natural origin;
 - c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
 - e. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires local facilities located on the Property to be accessible to the physically handicapped; and
 - f. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
13. Historic Properties: MEC Park is deemed to be a historic property as stated in Exhibit A, and City and Concessionaire will adequately ensure the preservation of the historic property per the covenants stated therein. Any proposed changes to a historic structure require consultation with the State Historic Preservation Officer (SHPO) and will be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
14. Alterations and Improvements: Concessionaire shall not make alterations or improvements to the Concession Location without prior written consent of the City. Such written consent will not be unreasonably withheld or delayed. Any changes requiring a building permit will be subject to the approval of the City's Building Official. If structural changes are required, the City and Concessionaire will negotiate an amendment to this Agreement that establish the Party responsible for supervision, all necessary construction work, and all costs associated with providing the changes. All construction work must comply with the Historic Properties section of this Agreement.
15. Concessionaire acknowledges that MEC Park is subject to the possibility of reversion ***with improvements without compensation*** to the USA should there be a material breach of noncompliance by the City or Concessionaire for not adhering to covenants and agreements contained within Exhibit A.
16. Inspection of Concession Areas: Concessionaire shall allow the City, or its designee and/or the Secretary of the Interior's designated representative, NPS, at any and all reasonable times, with or without notice, to inspect the Concession Location operated under this Agreement.
17. Indemnity: Concessionaire and the City agree that the City, its officers, employees and agents should, to the extent permitted by law, be fully protected for any loss, injury, damage, claim, lawsuits, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

To the fullest extent permitted by law, Concessionaire hereby expressly agrees to indemnify, save, and hold harmless, and defend the City, its officers, employees, and agents against any and all against all fines, claims, damages, losses, liabilities, actions, judgements, costs, and expenses, including liability for injuries to any person or persons or damage to property, arising at any time during and/or arising out of, or from, or in any way connected or attributable actually, allegedly or impliedly, in whole or in part, with (a) the intentional act of Concessionaire or Concessionaire's employees, agents, contractors, subcontractors or invitees, (b) any breach or default in performance of any obligation to be performed by Concessionaire under this Agreement, or (c) Concessionaire's use, occupancy and operation of the Concession Location.

Without affecting the rights of the City under any provision of the Agreement, Concessionaire shall not be required to indemnify, hold harmless or defend the City as set forth above to the extent liability is attributable to the sole or gross negligence or willful misconduct of the City, its officers, employees or agents, provided such is determined by agreement between the Parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely or grossly negligent or to have engaged in willful misconduct and not in instances where Concessionaire is solely or partially at fault, or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Concessionaire will be for that portion of the liability not attributable to the City's gross negligence or willful misconduct.

Concessionaire agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section, or other similar provisions as may be approved by the City in writing, from each and every contractor, subcontractor, or any other person or entity involved by, for, with or on behalf of Concessionaire in the performance of this Agreement and operation of the Concession Location. In the event Concessionaire fails to obtain such indemnity obligations from others as required here, Concessionaire agrees to be fully responsible according to the terms of this section.

The City shall provide Concessionaire with prompt notice of all claims subject to indemnification. Concessionaire has the right to defend each claim by all appropriate proceedings with independent counsel reasonably acceptable to the City. The City may retain separate counsel to monitor or participate in, but not control, any defense or settlement. City must cooperate with Concessionaire and its counsel in defending against each claim. No claim may be settled without Concessionaire's consent, which shall not be unreasonably withheld or delayed.

18. Insurance: Concessionaire shall, at its own expense, provide and maintain such insurance that will protect Concessionaire and the City from all claims for damages to property and persons in accord with **Exhibit I**, which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved by the City in writing. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

19. Assignment: Except as defined in Exhibit D, Concessionaire shall not assign this Agreement or any interest therein, nor let the Concession Location, or any part thereof, or any right privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person or entity. This language shall not be interpreted to prohibit Concessionaire from sponsoring and allowing ancillary activities and services onsite, including activities by third parties that produce revenue to Concessionaire. Said activities shall be subject to approval by the City and such revenue shall be accounted to City and shall be counted under payment formula to City. Any assignment or lease of the Concession Location shall be grounds for termination of Agreement by the City.
20. Amendment to Concession Agreement: This Agreement contains all the terms and conditions between the Parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both Parties.
21. Independent Contractor. This Agreement shall not constitute, and it is not intended to constitute, either party as an employer, employee, agent, partner or legal representative of the other party for any purpose, or give either party any right to supervise or direct the functions of the other party. Except as specifically provided herein, neither party shall have authority to act for or obligate the other party in any way or to extend any representation on behalf of the other party. Each party agrees to perform under this Agreement solely as an independent contractor and neither party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other party for any purpose. Each party agrees not to permit its employees or agents to do anything that might be construed or interpreted as acts of the other party.
22. Laws and Regulations: Concessionaire is aware of and agrees that it shall use the Concession Location so as to conform with deeded environmental and usage controls and not violate any laws, regulations, and/or requirements of the USA and/or State of California and/or any ordinance, rule, or regulation the City now or hereafter made, relating to the use of the Concession Location.
23. Signage: Concessionaire shall place no sign or advertisement upon any location of the Concession Location unless prior written approval has been granted by the City, and the City shall have the right, without first notifying Concessionaire, to remove at the expense of the Concessionaire, any sign or signs that are erected without prior approval.
24. Surrender; Waste: Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Concession Location to the City in as good or better condition as they were in at the time of execution of this Agreement, ordinary wear excepted.
Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Concession Location.

25. Liens: Concessionaire shall keep the Concession Location free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.
26. Waiver: Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of said Party's rights hereunder. No waiver by either Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent and approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of such action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Agreement, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other.
27. Default/Material Breach: Concessionaire shall be in default of its obligations under this Agreement if any of the following events occurs:
- a. Concessionaire's failure to make payments when due or within ten (10) days after notification that such payment is past due;
 - b. Concessionaire's breach of any term, covenant or condition of this Agreement, except those requiring payment, and Concessionaire's failure to cure such breach within fourteen (14) days after written notice from City specifying the nature of such breach;
 - c. Concessionaire's breach of any of Concessionaire's duties and obligations under this Agreement, which breach can be cured, if such breach is not cured within forty-eight (48) hours after being provided written notice thereof by the City; or
 - d. Concessionaire's vacation or abandonment of the Property.
28. Termination:
- a. The City or Concessionaire may unilaterally terminate the Agreement upon 365 days written notice for any cause or no cause whatsoever and specifying the date of termination.
 - b. This Agreement shall terminate automatically upon the occurrence of any of the following events:
 - 1) Concessionaire or City materially violates any provision of the Agreement; or
 - 2) The expiration of the Term of this Agreement or any renewal thereof.

29. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the Parties. The expenses of such mediation shall be shared equally between the Parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the Parties may elect to have the arbitration proceed on an informal basis; however, if the Parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.
30. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
31. Severability: Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
32. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.
33. Acknowledgment: This Agreement and the obligations of the Parties hereto are subject to the terms and conditions set forth in the deed from the USA to the City, dated April 24, 1998, and recorded at Monterey County Registry of Deeds/Clerks Office at instrument number 9824966, **Exhibit A**, and the current Program of Utilization (**Exhibit J**) which governs the use of the assigned property. Violations of the said terms and conditions may be grounds for reversion to the USA, at its discretion and termination of this Agreement. Concessionaire owned personal and real property improvements associated with the Concession Location, may be subject to seizure, without compensation, by the USA.
34. Notice: Any notice by either Party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follow:

City:	Layne Long City Manager City of Marina 211 Hillcrest Ave Marina CA 93933
Concessionaire:	Ms. Sue Pennel

Draft Form of Agreement (MEC Park) Chaparral 2021-0503 for review 8.29.2022

	Chaparral Country Corporation 4040 Woodside Road Woodside, California 94062 Fein # 27-0939720
--	--

Other addresses may be established as the parties hereto may designate by written notice to the other Party and delivered in accordance with the provisions of this paragraph.

Signature Page Follows

Draft Form of Agreement (MEC Park) Chaparral 2021-0503 for review 8.29.2022

IN WITNESS WHEREOF, the City has authorized its **[insert title]** representing the City to sign this Agreement and Concessionaire has approved the Agreement and signed of the date first noted above.

WITNESS:
CITY OF MARINA,
(OWNER)

BY: _____
Layne Long
City Manager
City of Marina
211 Hillcrest Ave
Marina CA 93933

WITNESS:
CONCESSIONAIRE
Chaparral Country Corporation

BY: _____
Shawn Mott
President
Chaparral Country Corporation
4040 Woodside Road
Woodside, California 9406

Draft Form of Agreement (MEC Park) Chaparral 2021-0503 for review 8.29.2022

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____,

personally appeared _____, representing

the City, known to be the person described in the foregoing instrument and acknowledged that

he/she executed the same in the capacity therein state and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

My Commission Expires: _____

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____,

personally appeared _____, representing

Concessionaire, known to be the person described in the foregoing instrument and acknowledged

that he/she executed the same in the capacity therein state and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

My Commission Expires: _____

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Bruce A. Reeve
Monterey County Recorder
Recorded at the request of
City of Salinas

CROLIE
4/24/1998
8:45:44

DOCUMENT: **9824966**

0009824966

Titles: 1 / Pages: 12

Fees....
Taxes...
Other...
AMT PAID

TITLE(S) OF DOCUMENT

EXHIBIT A

Quitclaim Deed

MARINA EQUESTRIAN CENTER - FT ORDCA
DACAO5-9-97-610

Encl 4

Parcel L5.9.1, Fort Ord
Equestrian Center Parcel
Monterey County, California

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor" or "Army" in specific situations), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Marina, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to property, including all buildings, improvements, and fixtures thereon, located in Monterey County, California, consisting of approximately 27.235 acres, and identified as Parcel A in Exhibit A, attached hereto;

The property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or otherwise stated herein, by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which it was intended, and no claim for allowance or deduction upon such ground will be considered. There is no objection on the part of the Grantor to make any alterations, repairs, or additions, and neither said Grantor or Army shall be liable for any latent or patent defects in the property.

The hereinbefore described property is granted by the Grantor to the Grantee subject to valid and existing easements for streets, utility systems, rights-of-way, railroads, pipelines; and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing the described premises and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990, as amended and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the Department of the Army determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

And the Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on July 28, 1993, and amended by letter dated May 25, 1994, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.
6. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that public facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.
7. The Grantee further agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102).

8. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents, except as otherwise provided in this deed or law.
9. The conveyed property is subject to the condition and requirement that the Grantee shall convey to Monterey County an easement for a future light rail corridor. The area subject to this condition and requirement is described as a portion of Parcel A, labeled as the "approximate limits of future light rail corridor", an area containing approximately 4.117 acres, as depicted on a Record of Survey attached as Exhibit B. Said future conveyance shall be at no cost, except for direct and indirect expenses of such conveyance, and will be subject to prior approval and any condition deemed appropriate by the Grantor.
10. The conveyed property is subject to the following reservations;
 - 10.1. A reservation for use by the U.S. Army Corps of Engineers of a 0.942 acre area for a period of ten years. The area subject to the reservation is described as a 0.942 acre parcel, a portion of Parcel A, as depicted on attached Exhibit C. Said reservation requires the Grantee to permit the use of said described property by the U.S. Army Corps of Engineers, subject to mutually agreeable terms and conditions contained within a reservation agreement.
 - 10.2. A reservation for all storm sewer and sanitary sewers collection lines located on the property, serving and collecting stormwater and wastewater from locations not on the property, subject to future assignment and transfer of said facilities.
 - 10.3. A reservation for water distribution lines located between the property boundary and water meter location. All telecommunications facilities located on the property are transferred to the Grantee without reservation.
 - 10.4. The Grantee shall not impair the reasonable maintenance, repair, or replacement of improvements described within this section, provided that proper consultation and coordination has occurred with the Grantee.
11. The Grantee acknowledges that it has received the technical environmental reports, described within this instrument, prepared by, or on behalf of the Army. The Grantee acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use, human health, and the environment in general, except as otherwise noted herein. The Grantee's acknowledgement of the condition of the Property creates a rebuttable presumption that hazardous substances, pollutants, contaminants, or petroleum products discovered on the property after the date of the transfer are related solely to the activity of, caused, deposited, or created by the Grantee, its agents, transferees, successors or assigns. The Grantee, its agents, transferees, successors or assigns as consideration for the conveyance, agrees to release the Grantor and Army from any liability or responsibility for any claims or damages arising out of or in any way related to the release of any substances on the property occurring after the conveyance of the property to the Grantee. This paragraph shall not affect or limit liabilities of the Army under applicable law or its responsibilities to conduct response actions or corrective actions that are required by law.
12. By accepting this deed, the Grantee, acknowledges that the Army has provided the Grantee with a copy of the *Federal Facilities Agreement* (FFA) dated July 23, 1990, between the Army and the U.S. Environmental Protection Agency (EPA). The Army shall provide the Grantee with a copy of any future amendments to the FFA. In this regard, it is understood that:

- 12.1. In exercising the rights hereunder, the Army shall give the Grantee or its successor or assigns reasonable notice of action taken on the property under the FFA and shall, to the extent reasonable, consistent with the FFA endeavor to minimize the disruption to the operation and use of the subject property.
 - 12.2. The Grantee agrees that notwithstanding any other provision of this deed, the United States assumes no liability to the Grantee, its successor or assigns, or any other person, should implementation of the FFA interfere with the use of the property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agency, employee, or contractor thereof.
 - 12.3. The Grantee covenants for itself, its successors and assigns to not interfere with any response action being undertaken on the subject property, or interrupt, relocate, or directly or indirectly interfere with any remediation system, now or in the future located, over, through, or across any portion of the property without the prior written consent of the Army and EPA.
 - 12.4. Prior to the determination by the United States that all remedial action is complete under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of the Fort Ord National Priorities List (NPL) site, the Grantee, its successors and assigns shall: (a) not undertake activities on the property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Ord NPL site, (b) give prior written notice to the Army, EPA, and DTSC of any construction, alterations, or similar work on the property which may interfere with or impede said clean-up, and (c) comply with any institutional controls put in place by the Grantor or required by the previously issued Record of Decision (ROD) or amendments thereto, issued pursuant to the National Environmental Policy Act (NEPA) or the FFA, and (d) ensure that any permit or license for the use of property provides for legally binding compliance with terms herein.
 - 12.5. All terms and conditions contained within this section shall bind and run with the land and are forever enforceable by the Army, EPA or DTSC. The Grantor reserves the right to rescind all or portions of this section, upon request of the Grantee, following the receipt of a determination by the United States that all remedial actions at the Fort Ord NPL site are complete.
 - 12.6. Prior to the determination by the Army that all remedial action under CERCLA and the FFA are complete for the Fort Ord NPL site, the Grantee shall provide written notice by certified mail to the appropriate regional office of the EPA and the State of California Department of Toxic Substances Control (DTSC), together with the required authorization of the Grantor as required by other terms and conditions of the deed, of any conveyance of interest in the subject property. Said notice shall be made within fourteen days of the date of transfer.
13. Pursuant to Section 120(h)(3)(A)(i) of CERCLA (42 U.S.C. 9620), the Grantor has been provided a copy and an opportunity to review the *Finding of Suitability to Transfer* (FOST), dated July 14, 1997 and the Letter of Assignment (LOA) dated September 5, 1997. The FOST and LOA contains, to the extent such information is available, a notice of the type and quantity of hazardous substances stored on the property for one year or more, a notice of the time at which such storage, release, or disposal took place, and a description of the remedial actions taken of the property.
 14. Pursuant to Section 120(h)(3)(A)(ii)(I) and (B) of CERCLA, and pursuant to a finding by the EPA that the groundwater remedy for the property is operating properly and successfully, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this agreement by reference) between the Grantor and the Department of Defense among others, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances on the property has been taken prior to this conveyance.
 15. The Grantee acknowledges the receipt of notice contained within the FOST and LOA regarding the contamination of groundwater located beneath the property with volatile organic chemicals. The Grantee

covenants for itself, its successors and assigns that it shall not engage in or authorize the drilling water wells, use the groundwater, or access to the groundwater beneath the property. These restrictions bind and run with the land and are forever enforceable by the Grantor or the State of California.

16. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this conveyance) between the Grantor and the Department of Defense among others, that any additional remedial action found to be necessary after the date of this conveyance that resulted from the Army's use or occupancy of the property shall be conducted by the Army.
17. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, the Grantor reserves a right of access to the property on behalf of the Army, EPA, and DTSC in any case in which remedial action or correction action is found to be necessary, after the date of this conveyance. To the extent permitted by law, this reservation includes the right or access to and the use of available utilities at reasonable cost. The Army shall give the Grantee reasonable notice of action requiring access to the property and endeavor to minimize the disruption of the Grantee's use of the property.
18. The Grantee, its successors or assigns, acknowledges the provisions of the *Habitat Management Plan* (HMP), incorporated and made a part hereof, may apply to the subject property. The property is shown in the HMP as parcel L5.9.1 and is designated as a Development Area. The Grantee, its successors or assigns, is responsible for complying with the Endangered Species Act (16 U.S.C. 1531-1544), its regulations, the HMP, and the accompanying Biological Opinion by the U.S Fish and Wildlife Service, dated April 11, 1997, as may be applicable to the property conveyed by this deed.
19. The Grantee is hereby informed and does acknowledge nonfriable asbestos and asbestos containing materials have been found on the property [*Asbestos Survey Report, U.S. Army Corps of Engineers-Fort Ord Installation, Fort Ord, California* (April 1993)]. The Grantee covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the property, it will comply with all Federal, State and local laws relating to asbestos; and that neither the Grantor or Army assumes liability for damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The Grantee further agrees to be responsible for any future remediation of asbestos found to be necessary on said property.
20. The Grantee is hereby informed and does acknowledge that all buildings on the property constructed prior to 1978 are presumed to contain lead based paints. The presence of lead based paints within these structures effects there possible use for residential purposes in compliance with 24 CFR Part 35, Subpart H. The Grantee acknowledges receipt of notice to this effect as contained in the FOST, LOA, Environmental Baseline Survey or the *Community Environmental Response Facilitation Act (CERFA) Report, Fort Ord* (April 8, 1994).
 - 20.1. The Grantee acknowledges that lead based paints present an exposure risk to young children and pregnant women, which could result in lead poisoning resulting in neurological damage. The Grantee covenants and agrees to provide notice of said risks to any successor or assign of any interest in said property pursuant to this deed.
 - 20.2. The Grantee covenants that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-base paints or lead based paint hazards prior to the execution of this conveyance. The Grantee further covenants that it will provide for an inspection, abatement, and/or elimination of any lead based paint hazard prior to the occupancy or use said portion of the property.

containing a lead based paint hazard by successors or assigns as required by and in compliance with applicable federal and state law. The Grantee covenants and agrees to be responsible for any remediation of lead based paint or lead based paint hazards on the property found to be necessary after the date of conveyance.

- 20.3. The Grantee covenants and agrees, on behalf of it, its successors and assigns, to indemnify and hold harmless the Grantor and Army, its agents and employees against any health problems which may result from the existence of lead-based paint on the property or any claims by the parties in relation to thereto.
21. The Grantee acknowledges that said property is located on a former military installation with a history of ordnance and explosive (OE) use. Although OE investigations indicate that OE is unlikely on the property, there is a potential for OE to be present. In the event that the Grantee, its successors or assigns, should discover or become aware of ordnance or explosives on the property, the Grantee agrees it shall not attempt to remove or destroy it but shall notify local law enforcement officials and the Directorate of Law Enforcement at the Presidio at Monterey for prompt disposal of such ordnance at no expense to the Grantee.
22. The Grantee, its successors and assigns, acknowledges that said property is located within the vicinity of general aviation airports, and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration, pursuant to 14 CFR 77, for any proposed structure which would exceeds an elevation of 330 feet mean sea level at its highest point.
23. An obligation by the Army to reimburse any money under this deed is subject the availability of appropriated funds, and nothing in this deed shall be interpreted to required obligations or payment by the United States in violation of the Anti-Deficiency Act.
24. The Grantee and its successors and assigns shall hold harmless, defend, and indemnify the United States, it's employees, agents, and representatives, from and against any suit, judgement, cost or other fee (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threaten release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of the activities of the Grantee or the Grantee's successors, assigns, transferees, and/or agents except where such suit, claim, demand or action, liability, judgement, cost or other fee is the result of negligence of willful misconduct by the Department of Defense or any of its employees, agents, or representatives.
25. Subject to the limitation and other requirements contained in Section 303 of the National Defense Authorization Act for Fiscal Year 1993 (P.L. 102-484), as amended (10 U.S.C. 2687), the Secretary of Defense shall hold harmless, defend, and indemnify the Grantee, it's successors and assigns, transferees, and/or agents from and against any suit, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of Department of Defense activities at the Fort Ord NPL site.
26. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence actions necessary to cure said breach. Upon failure to eliminate, rectify, cure, or commence actions necessary to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and

assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

27. The Grantor, Army, and other federal agencies, have the right of access, upon reasonable notice, to inspect for compliance with the provisions herein, as well as applicable federal laws and regulations. The Grantor, to the extent it knows, will give the Grantee reasonable prior notice of the intention of Army or other federal agencies to enter. Such notice shall not apply when the entry is required for safety, environmental, operation, or security or law enforcement purposes.

During the above access situations, the United States, and its agencies will be liable to the extent allowed by the Federal Tort Claims Act for wrongful death, personal injuries, or property damage resulting from negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this conveyance. Further, said Grantor, or other federal agency employees will be covered by the Federal Employees Compensation Act, to the extent allowed by law, for injuries to said employees.

28. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 13th day of April, 1998.

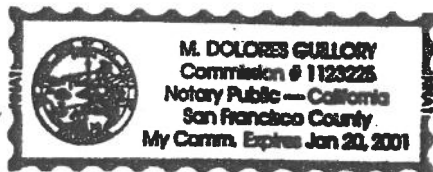
UNITED STATES OF AMERICA

Acting by and through the Secretary of the Interior

By Martha K. Leicester
 Martha K. Leicester
 Acting Regional Director, Pacific West
 National Park Service

(COUNTY OF SAN FRANCISCO)
) SS.
 (STATE OF CALIFORNIA)

On this 13th day of April, 1998, before me, the subscriber, personally appeared Martha K. Leicester, to be known and personally known to me to be the Acting Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.

M. Dolores Gullory
 NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

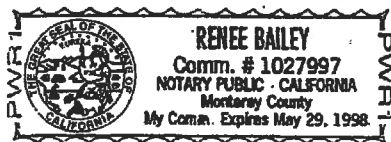
City of Marina, California

By *[Signature]*

Date 4-23-98

(COUNTY OF MONTEREY)
) ss.
 (STATE OF CALIFORNIA)

On this 23 day of April, 1998, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Marina, California and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the city of Marina, California, for the purposes and uses therein described.



Witness my hand and official seal.

Renee Bailey
 NOTARY PUBLIC

Exhibit A

Description of Parcel A, Being a Portion of Fort Ord
Military Reservation, Shown as Parcel 1 in Volume 19
Page 1 for the City of Marina

CERTAIN real property situated in Monterey City Lands Tract No. 1, County of Monterey, State of California, particularly described as follows:

PARCEL A (27.235 ACRES)

COMMENCING at a 6" concrete monument with lead and tack (no tag) found at that certain Corner Numbered two hundred sixty-one (261) of Parcel 1, as said corner and parcel are shown and so designated on that certain map entitled "Record of Survey showing the Perimeter Boundary of the Fort Ord Military Reservation, etc.", filed September 7, 1994 in Volume 19 of Surveys, at Page 1, Records of Monterey County, California, said monument and corner being at coordinate Northing = 2138286.563 and Easting = 5745102.987; thence

- (a) S. 77° 55' 43" W., 3680.54 feet to the TRUE POINT OF BEGINNING (being at coordinate Northing = 2137516.848 and Easting = 5741503.834); thence
- (1) S. 56° 33' 29" E., 181.47 feet; thence
- (2) S. 47° 51' 16" E., 403.83 feet; thence
- (3) S. 29° 11' 45" W., 478.33 feet; thence
- (4) S. 39° 53' 22" W., 171.53 feet; thence
- (5) S. 14° 58' 50" W., 308.06 feet; thence
- (6) S. 20° 53' 46" W., 96.22 feet; thence
- (7) S. 15° 18' 06" E., 183.54 feet; thence
- (8) S. 17° 52' 59" W. (at 78.15 feet, a point hereinafter being referred to as "Point A"), 208.16 feet; thence
- (9) N. 72° 39' 23" W., 894.99 feet; thence
- (10) N. 16° 51' 19" E., 793.54 feet; thence
- (11) N. 44° 32' 33" E., 921.14 feet to the TRUE POINT OF BEGINNING.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE CITY OF NORTHA
JANUARY 1918

JOHN M. VAN ZANDER
M.C.E. #13310
STATE OF CALIFORNIA
EXPIRES 31 MARCH 1997.



RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF BISTOR ENGINEERS, INC.
THIS DAY OF _____, 1995, AT _____, IN VOLUME _____
OF SURVEY MAPS AT PAGE _____, RECORDS OF MONTEREY COUNTY,
CALIFORNIA.

BRUCE A. REEVES
COUNTY RECORDER
SERIAL NO. _____

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8768
OF THE LAND SURVEYORS ACT THIS _____ DAY OF _____
1998.

COUNTY SURVEYOR

STATE OF CALIFORNIA
DEPT. 5

LEGEND

• SET 3/4" I.P. WITH PLASTIC PLUG "ACE 13310"

RECORD OF SURVEY

BOUNDARY OF A 27.235 AND 3.221 ACRE PARCEL
BENE. A PORTION OF FORT ORD MILITARY RESERVATION
(AS SHOWN IN VOL. 19 OF SURVEYS, PAGE 1)

MONTEREY CITY LANDS TRACT No. 1,
MONTEREY COUNTY, CALIFORNIA

FOR
CITY OF MARINA
BY

MINISTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 7901, 9445 LAMARCA LANE, MOORESV, CALIFORNIA 92040
 JANUARY 1996 SCALE: 1" = 200' W.O. 344313

100-1000

[illegible]

NOTE REGARDING DERIVATION OF COORDINATES:

STATE PLANE COORDINATES BASED ON THE NORTH AMERICAN DATUM OF 1883 (1983). THE ZONE 4 NORTH REFERENCE FOR THE HIGHLAND CORNERS COORDINATES IS ESTABLISHED BY THE NATIONAL BUREAU OF SURVEYING AND MAPPING (NBS&M) AND IS BASED ON A MEAN PROJECT COMPARISON FACTOR OF .9993202 TO PRODUCE GROUND COORDINATES. THE COORDINATES LISTED ARE THEREFORE NOT STATE PLANE COORDINATES. TO OBTAIN GROUND DISTANCES, MULTIPLY THE GROUND DISTANCES BY THE MEAN PROJECT COMPARISON FACTOR OF .9993202 TO OBTAIN STATE PLANE DISTANCES. THE MEAN PROJECT COMPARISON FACTOR OF .9993202 IS THE SAME AS THE MEAN PROJECT COMPARISON FACTOR OF .9993202 FOR CALIFORNIA STATE PLANE 1983 & 1984. MEASUREMENTS BASED ON THE IMPERIAL PROJECTION FOR CALIFORNIA STATE PLANE 1983 & 1984.

BASIS OF BEARINGS

BASIS OF BEARINGS THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING OF N 37°05'45" E
ALONG THE CALIFORNIA STATE PLANE ZONE 4. THE GRID BEARING OF THE "PACIFIC COAST
MOUNTAIN" LINE, WHICH IS THE LINE OF THE "PACIFIC COAST MOUNTAIN" LINE, IS
N 37°05'45" E. THE GRID BEARING IS BASED ON THE LAMBERT
PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4. THE COORDINATES FOR THE TWO
CONTROL POINTS WERE ESTABLISHED BY THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS. THE SURVEY WAS ESTABLISHED USING GLOBAL
POSITIONING SYSTEM (GPS) DATA. THE SURVEY WAS ESTABLISHED USING GLOBAL
POSITIONING SYSTEM (GPS) DATA. THE SURVEY WAS ESTABLISHED USING GLOBAL
POSITIONING SYSTEM (GPS) DATA.



EXHIBIT B

SITE MAP

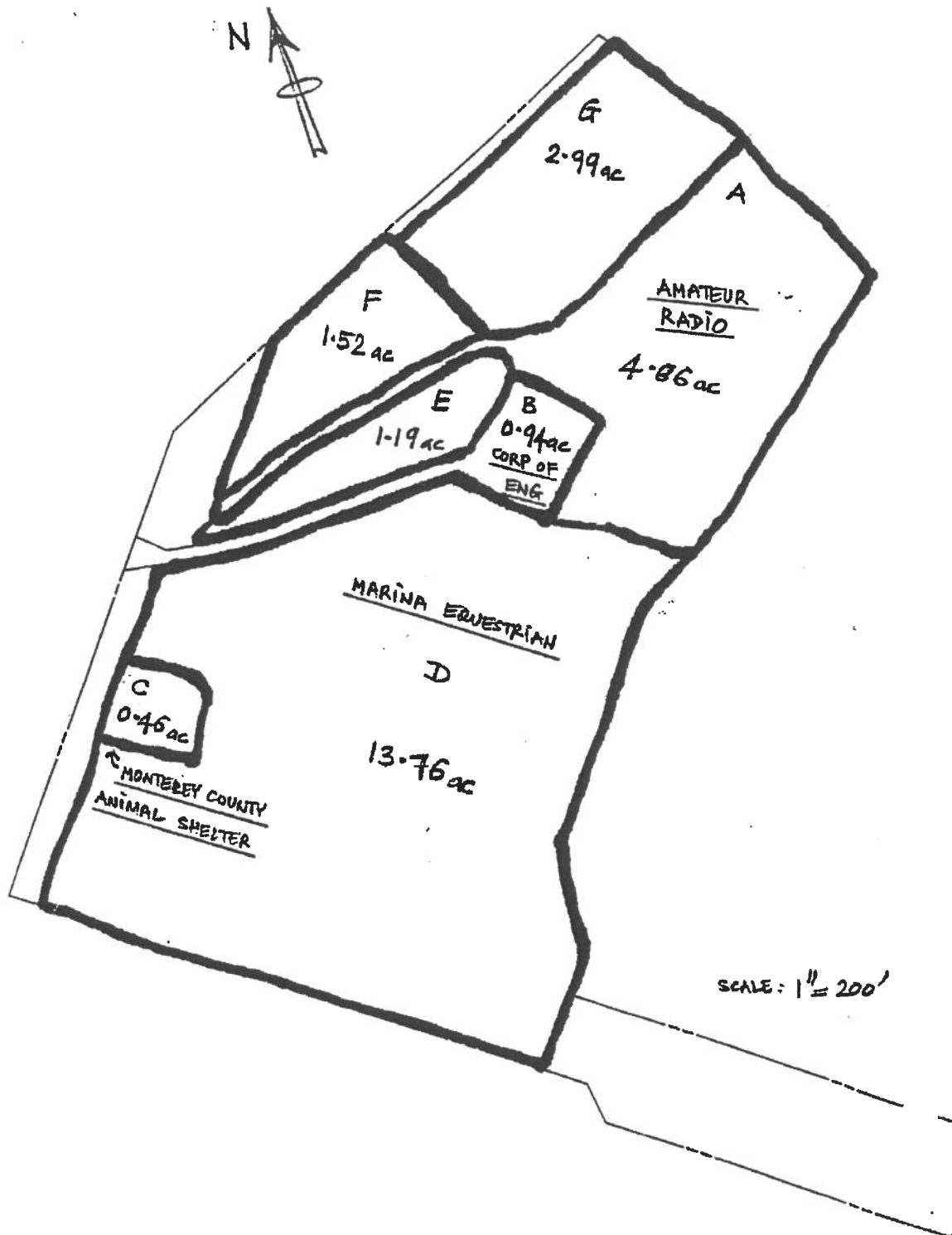


EXHIBIT C

CONCESSION LOCATION

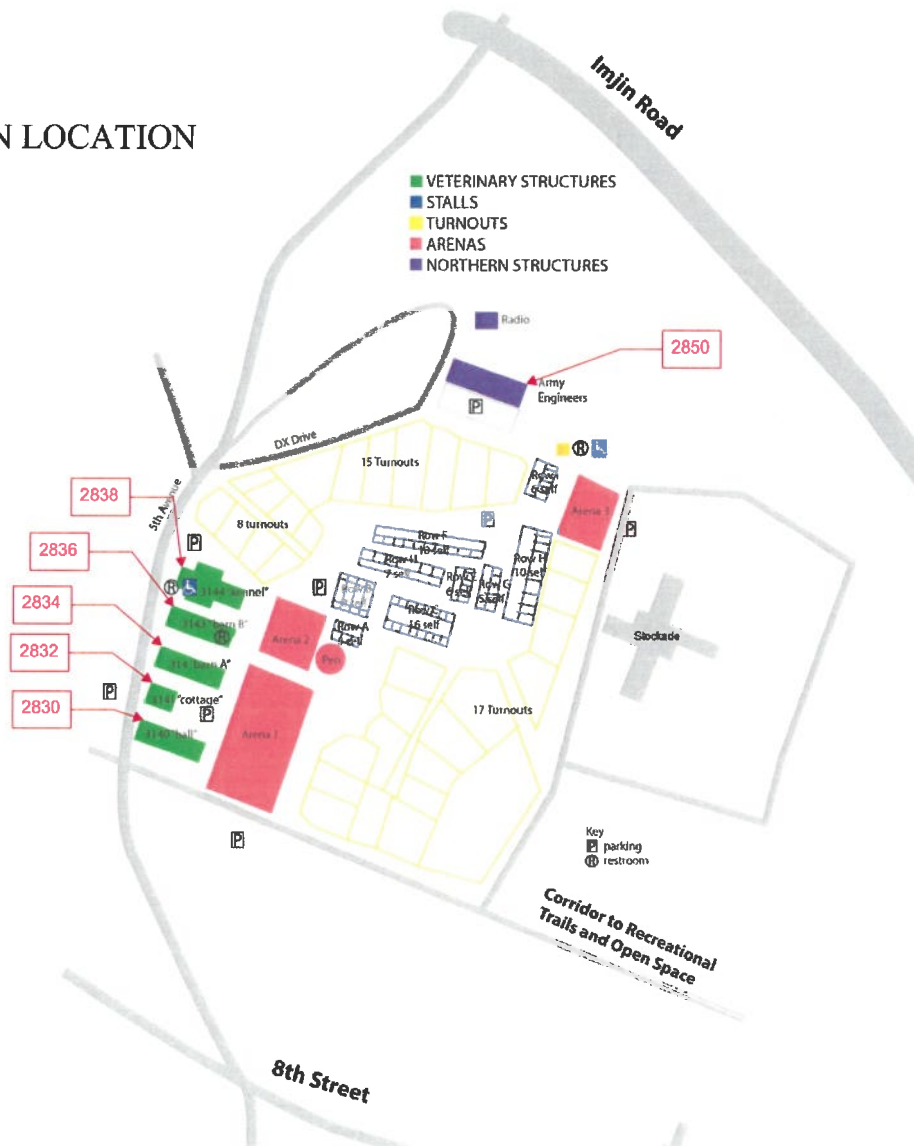


Exhibit D – Permitted Concessionaire Uses and Programs

Concessionaire shall use, occupy, and maintain the premises/portion of premises herein assigned in a business like, careful, clean, and non-hazardous manner for the sole purpose of providing services more particularly described in this Exhibit D.

Concessionaire shall operate facilities as follows:

Primary operations

Scope of Primary Equine Services:

Concessionaire will operate existing facilities for equine based recreational services including, but not limited to the following:

Riding and equine husbandry service instruction and lessons for persons of all ages

1. Trail rides of various durations
2. Youth and adult equine day camps,
3. Pony rides
4. Wagon, carriage, hayrides and stage coach rides
5. Company groups and team building events
6. Boy Scout and Girl Scout and other similar fraternal group troops events and outings and merit badge opportunities
7. Public, Private and Charter school field trip events.
8. Private rental and private clubs
9. Short-term overnight boarding operated in conjunction with permitted use
10. Themed events

Supplemental information related to camp events

Riding Camps will be operated on a periodic basis by Concessionaire on a schedule set by Concessionaire.

Camps are designed for riders of all levels. Students will be divided into groups according to age and ability.

Concessionaire shall operate organized trail rides events at their discretion and on a schedule of their choosing. Concessionaire shall have the exclusive right to operate organized trail rides originating or terminating on Property.

Clinics, private club, charter events, team building and company groups

Concessionaire shall operate events at their discretion.

Staffing

Concessionaire shall employ a General Manager who shall supervise the operation of events and services operated under Concession. Concessionaire shall employ appropriate staffing necessary for the operation of the Concession including full-time or part-time Lesson Instructors, support staff, maintenance crew, and 24 hour security.

Hours of operation

Concessionaire may set appropriate operating hours and may limit access to Property during non-operating hours.

Maintenance Program:

Onsite maintenance person will be responsible for maintenance.

Manure will be removed from the site at least once per week.

There will be water truck onsite for any dust issues.

Fly issues will be dealt with in a timely manner with non- pesticides as needed.

Ancillary Services to be permitted

Concessionaire may operate additional services related to the operations of equine operations and shall be permitted to contract with others for the provision of goods and services which shall be supervised and contracted by Concessionaire. Revenues from said operations shall be accounted for and shall be reported in accordance with payment and revenue agreement between Concessionaire and City.

Ancillary Services may include, but are not limited to the following:

1. Themed events, Clinics, Horse Shows
2. Horses through history program, reenactments
3. Petting zoo
4. Bicycle rentals, scooters, electric bikes, Segway rentals, ropes course
5. Food trucks, restaurant, chuckwagon, chili festivals, BBQ
6. Wagon rides, carriage rides,
7. Town: General Store, School, Army fort, post office
8. Beach rides
9. Yoga retreats
10. Wedding and themed event packages
11. Overnight trailer parking
12. Museum of horses and army memorabilia
13. Live music
14. City programs

Draft Form of Agreement (MEC Park) Chaparral 2021-0503 for review 8.29.2022

**Exhibit E –
Materials Surveys -
Asbestos Report and Hazardous Material Disclosures**

DRAFT



EXHIBIT E

EQUESTRIAN CENTER
BUILDING 3140

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03140**

WORK ITEM INVENTORY

BLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	PRIORITY	ACTION	CONTRACTOR COST
-----------------------	---------------	-----------------	---------------------	-----------------------	-------------------------	----------	--------	--------------------

**WORK ITEM SUMMARY
BUILDING T03140**

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

T03140 1	13	N/A	Flooring Materials	985 SF	1st Flr Various Locations	Nonfriable	O&M	\$0
T03140 2	13	N/A	Transite Pipe	8 LF	1st Flr Mechanical Room	Nonfriable	O&M	\$0
T03140 3	13	N/A	Roof Penetration Mastic	9 E	Roof	Nonfriable	O&M	\$0
								\$0

ASBESTOS SURVEY REPORT
C PS OF ENGINEERS - FORT ORD INST LATION
BUILDING T03140

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03140	14	Sheet Flooring Mastic/Vapor Barrier Composite	930 SF	1	Office	P	Chrysotile	5	Nonfriable	None
T03140	15	Floor Tile Mastic/Vapor Barrier Composite	(R9)	1	Restroom	P	Chrysotile	10	Nonfriable	None
T03140	16	Sheet Flooring Mastic/Vapor Barrier Composite	(R14)	1	Office	P	Chrysotile	10	Nonfriable	None
T03140	17	Window Putty	1,400 LF	1	Exterior Wall	N		N/D		
T03140	18	Window Putty	(R17)	1	Exterior Wall	N		N/D		
T03140	19	Wallboard	(R4)	1	Office	N		N/D		
T03140	20	Wallboard	(R4)	1	Office	N		N/D		
T03140	21	Transite Pipe (8" O.D.)	8 LF	1	Mechanical Room	P	Chrysotile Crocidolite	40 30	Nonfriable	None
T03140	22	Roof Penetration Mastic	9 E	Roof	Roof	P	Chrysotile	40	Nonfriable	None
T03140	23	Roof Penetration Mastic	(R22)	Roof	Roof	P	Chrysotile	25	Nonfriable	None
T03140	24	Roofing Shingle	2,760 SF	Roof	Roof	N		N/D		
T03140	25	Roofing Shingle	(R24)	Roof	Roof	N		N/D		

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

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INST. LOCATION
BUILDING T03140

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAG.
T03140	1	Resilient Floor Tile (9" x 9") Light Brown	635 SF	1	Office	P	Chrysotile	15	Nonfriable	None
T03140	2	Floor Tile Mastic	985 SF	1	Office	N		N/D		
T03140	3	Resilient Sheet Flooring Red with Mastic	930 SF	1	Office	N		N/D		
T03140	4	Wallboard	9,430 SF	1	Corridor	N		N/D		
T03140	5	Resilient Floor Tile (9" x 9") Light Brown	(R1)	1	Corridor	P	Chrysotile	15	Nonfriable	None
T03140	6	Floor Tile Mastic Black	(R2)	1	Corridor	N		N/D		
T03140	7	Resilient Sheet Flooring Red with Mastic	(R3)	1	Corridor	N		N/D		
T03140	8	Resilient Floor Tile (9" x 9") Dark Brown	350 SF	1	Restroom	P	Chrysotile	5	Nonfriable	None
T03140	9	Floor Tile Mastic/Vapor Barrier Composite	60 SF	1	Restroom	P	Chrysotile	8	Nonfriable	None
T03140	10	Wallboard Unpainted	380 SF	1	Mechanical Room	N		N/D		
T03140	11	Wallboard Unpainted	(R10)	1	Mechanical Room	N		N/D		
T03140	12	Wallboard Unpainted	(R10)	1	Mechanical Room	N		N/D		
T03140	13	Resilient Floor Tile (9" x 9") Dark Brown	(R8)	1	Office	P	Chrysotile	8	Nonfriable	None

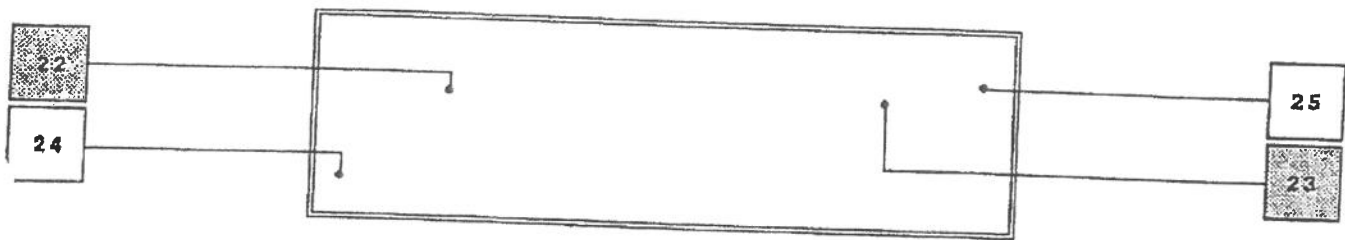
(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

15727

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CO. OF ENGINEERS - FORT ORD INSTA. ATION



BUILDING T03140
ROOF PLAN
NOT TO SCALE

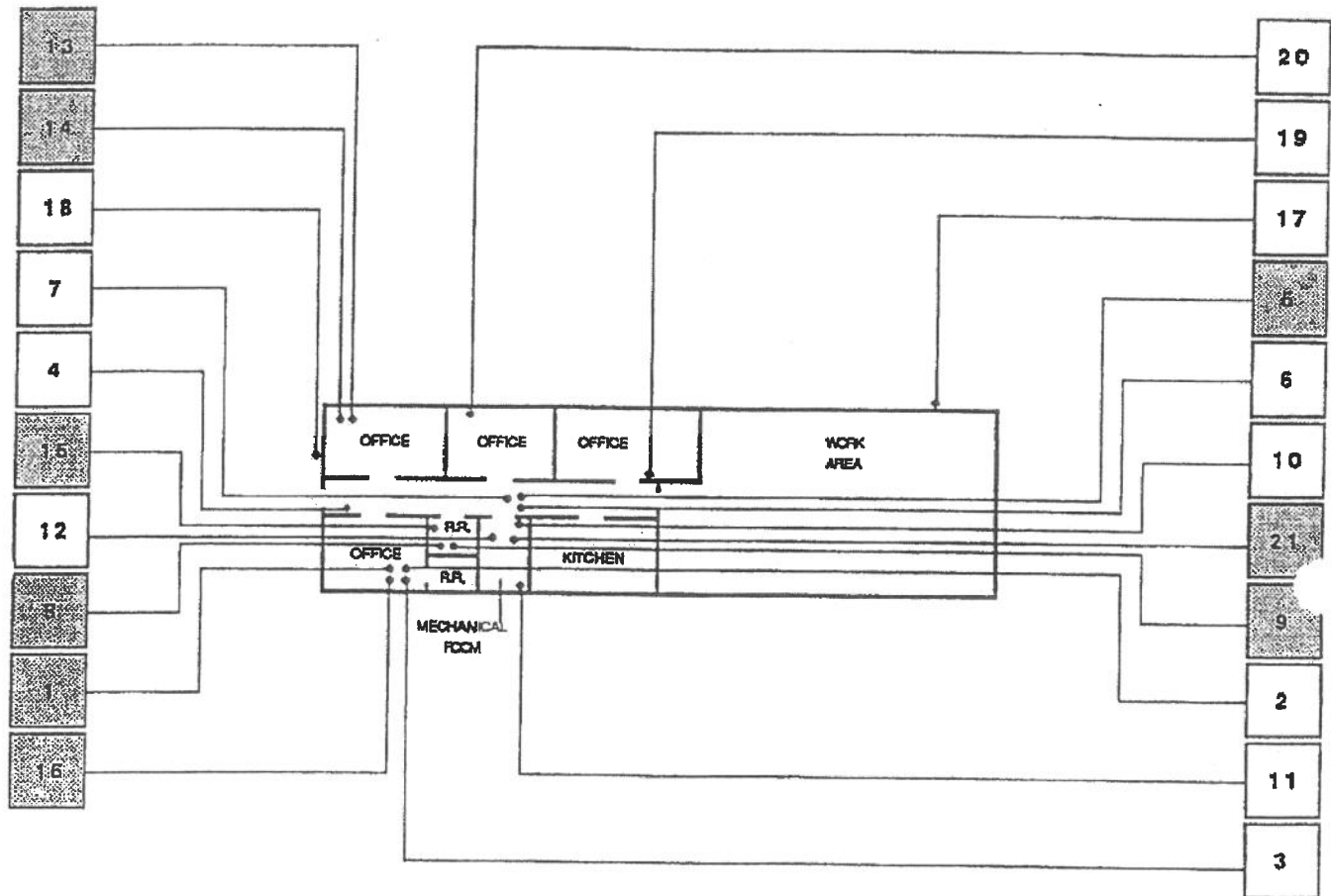


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
 COI OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03140
FIRST FLOOR PLAN
 NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB00

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3140		SURVEY DATE: 3/22/99			
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Office	1	Window Sash	Wood	White	22.5	Poor
Office	1	Window Trim	Wood	White	26	Poor
Bathroom	3	Shelf	Wood	White	4.4	Poor
Bathroom	3	Window Sash	Wood	White	15	Poor
Room	6	Window Sash	Wood	White	16	Poor
Room	6	Window Trim	Wood	White	33	Poor
Room	8	Cabinet Counter	Wood	Green	31	Poor
Room	8	Cabinet Door	Wood	Green	33	Poor
Room	8	Cabinet Door Trim	Wood	Green	21	Poor
Room	8	Sliding Door Top	Metal	Green	1.1	Poor
Room	8	Window Sash	Wood	Green	18	Poor
Room	8	Window Trim	Wood	Green	22	Poor
Exterior East		Door Rail	Metal	Tan	24	Poor
Exterior East		Overhang	Wood	Tan	26	Poor
Exterior East		Wall Trim	Wood	Tan	19	Poor
Exterior North		Overhang	Wood	Tan	25	Poor
Exterior South		Overhang	Wood	Tan	18	Poor
Exterior South		Wall	Wood	Tan	18	Poor
Exterior South		Window Sash	Wood	Brown	16	Poor
Exterior South		Window Trim	Wood	Brown	5.3	Poor
Exterior West		Window Trim	Wood	Brown	19	Poor



EQUESTRIAN CENTER
BUILDING 3141

ASBESTOS SURVEY REPORT
CLIPS OF ENGINEERS - FORT ORD INSULATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	27	Roofing Mastic	(R26)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03141	28	Roofing Cap Sheet	450 SF	Roof	Roof	N		N/D		
T03141	29	Roofing Cap Sheet	(R26)	Roof	Roof	N		N/D		

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

ASBESTOS SURVEY REPORT
CL /S OF ENGINEERS - FORT ORD INST. ATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	14	Window Putty	480 LF	1	Exterior Wall	N		N/D		
T03141	15	Window Putty	(R14)	1	Exterior Wall	N		N/D		
T03141	16	Roofing Shingle	680 SF	Roof	Roof	N		N/D		
T03141	17	Roofing Shingle	(R16)	Roof	Roof	N		N/D		
T03141	18	Roofing Felt	680 SF	Roof	Roof	N		N/D		
T03141	19	Roofing Felt	(R18)	Roof	Roof	N		N/D		
T03141	20	Roofing Mastic	680 SF	Roof	Roof	N		N/D		
T03141	21	Roofing Mastic	(R20)	Roof	Roof	N		N/D		
T03141	22	Roof Penetration Mastic	8 E	Roof	Roof	P	Chrysotile	20	Nonfriable	None
T03141	23	Roof Penetration Mastic	(R22)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03141	24	Roofing Felt	450 SF	Roof	Roof	N		N/D		
T03141	25	Roofing Felt	(R24)	Roof	Roof	N		N/D		
T03141	26	Roofing Mastic	450 SF	Roof	Roof	P	Chrysotile	15	Nonfriable	None

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

ASBESTOS SURVEY REPORT
C PS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03141	1	Resilient Floor Tile (9" x 9") Black	342 SF	1	Office	P	Chrysotile	5	Nonfriable	None
T03141	2	Resilient Floor Tile (9" x 9") Black	(R1)	1	Restroom	P	Chrysotile	3	Nonfriable	None
T03141	3	Floor Tile Mastic/ Vapor Barrier Composite	342 SF	1	Office	N		N/D		
T03141	4	Floor Tile Mastic/ Vapor Barrier Composite	(R3)	1	Restroom	N		N/D		
T03141	5	Resilient Floor Tile (12" x 12") Brown	174 SF	1	Office	P	Chrysotile	2	Nonfriable	None
T03141	6	Resilient Floor Tile (12" x 12") Brown	(R5)	1	Office	N		N/D		
T03141	7	Resilient Floor Tile (9" x 9") Brown	42 SF	1	Restroom	P	Chrysotile	<1	Nonfriable	None
T03141	8	Resilient Floor Tile (9" x 9") Brown	(R7)	1	Restroom	N		N/D		
T03141	9	Floor Tile Mastic	174 SF	1	Office	N		N/D		
T03141	10	Floor Tile Mastic	42 SF	1	Restroom	N		N/D		
T03141	11	Wallboard	430 SF	1	Office	N		N/D		
T03141	12	Wallboard	(R11)	1	Office	N		N/D		
T03141	13	Wallboard	(R11)	1	Office	N		N/D		

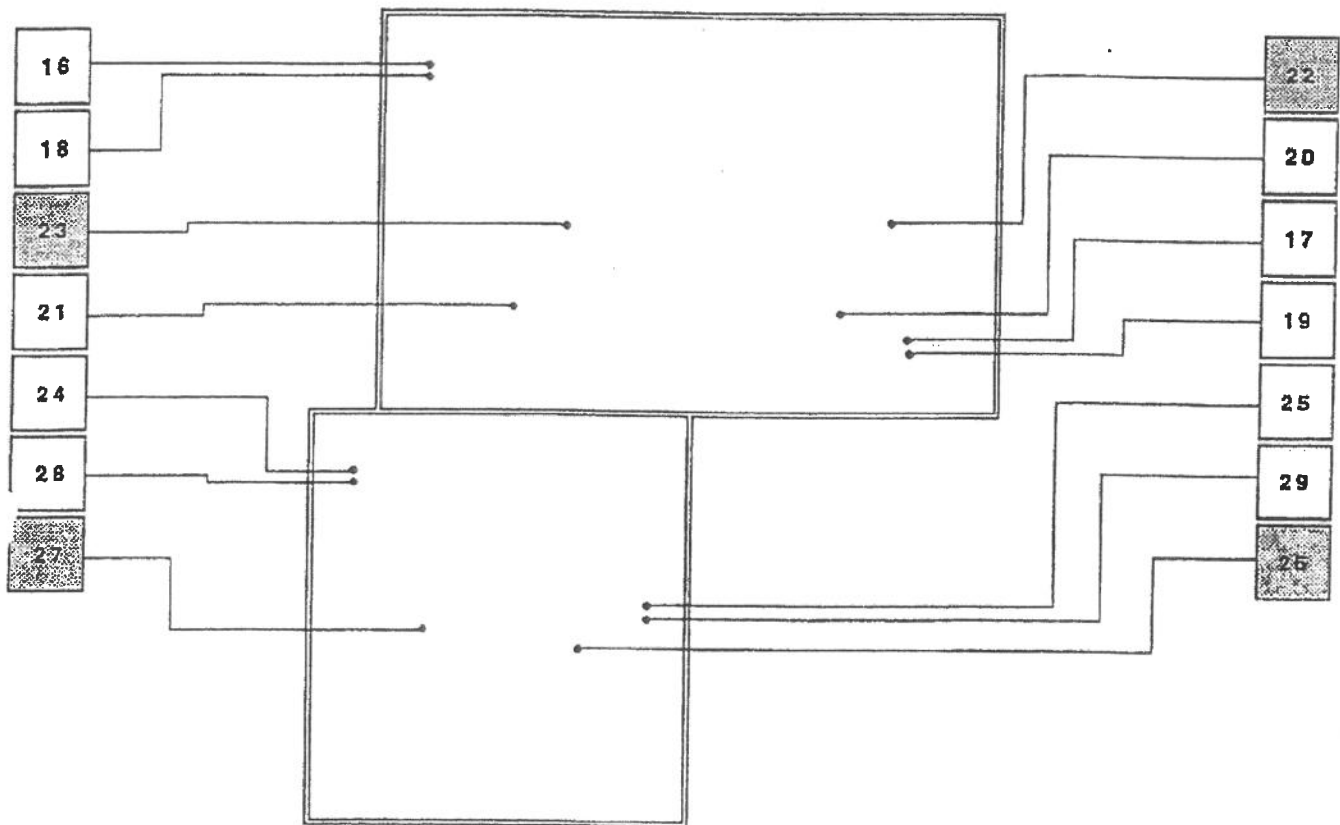
(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

DIAGNOSTIC ENGINEERING INC.

15739

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORP OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03141
ROOF PLAN
NOT TO SCALE

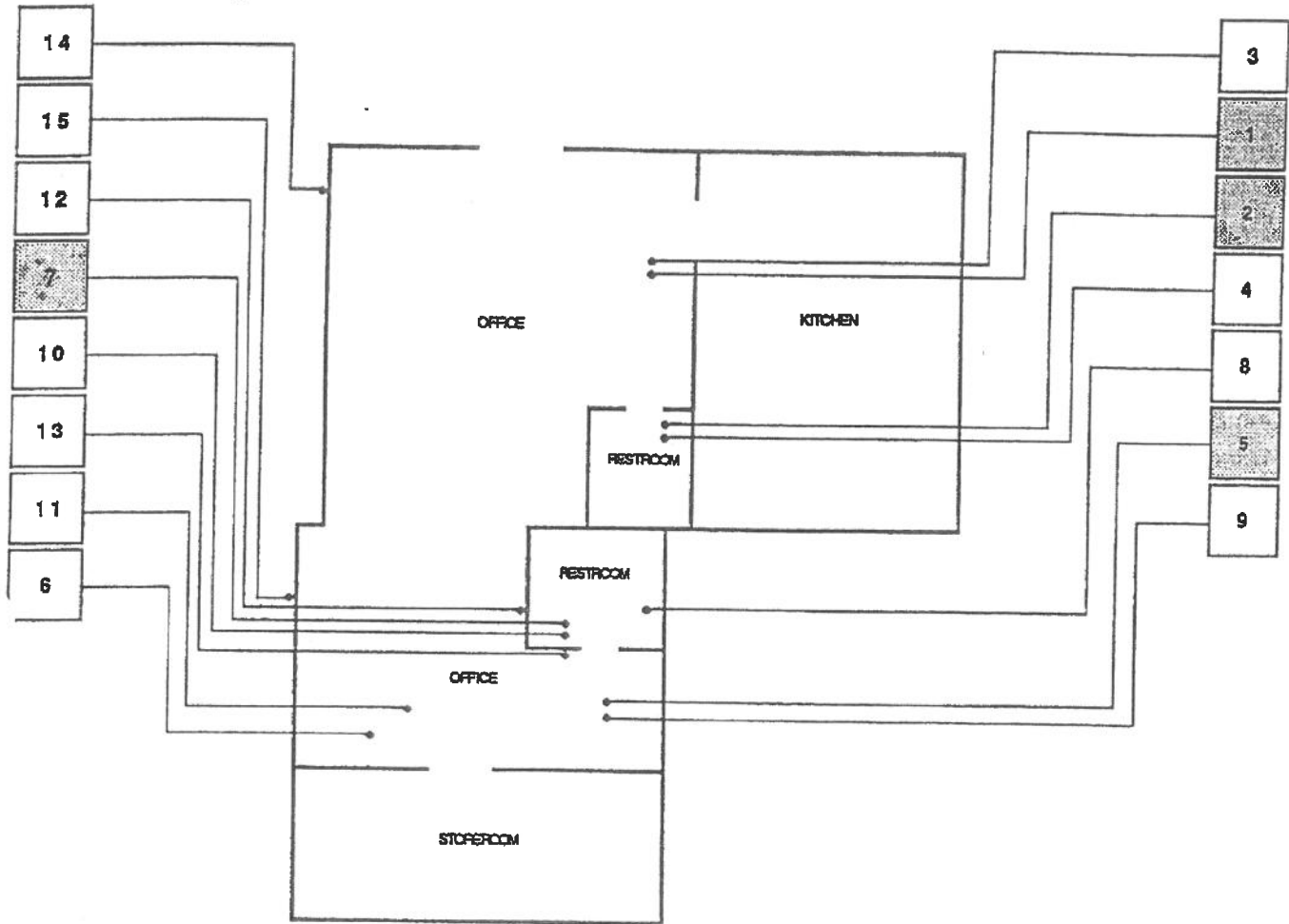


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
COI OF ENGINEERS - FORT ORD INSTA TION



BUILDING T03141
FIRST FLOOR PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

IGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB00

ASBESTOS SURVEY REPORT
CORP OF ENGINEERS - FORT ORD INSTA ATION
BUILDING T03141

					WORK ITEM INVENTORY			
LDG./	ORR	DEI	CONSTR.	TYPE OF	ESTIMATED	DESCRIPTION		
ITEM	RATING	YEAR	MATERIAL	QUANTITY	LOCATION	FRIABILITY	ACTION	CONTRACTOR COST

T03141 2	13	N/A	Roof Mastic and Roof Penetration Mastic	454 E	Roof	Nonfriable	O&M	\$0
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FINDINGS: Nonfriable asbestos-containing roof mastic located throughout the south section of the roof and roof penetration mastic associated with vents on both roof sections were in good condition. The roofing mastic is sandwiched between roofing cap sheet and roofing felt, in which no asbestos was detected. These materials do not pose a risk of contamination as long they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 22, 23, 26, 27]

RECOMMENDATIONS: Inspect biannually as part of the O&M. Prohibit any disturbance which may cause generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$6,471.

ASBESTOS SURVEY REPORT
CO. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03141

BUILDING SUMMARY

BUILDING T03141

Date(s) of Survey 3/13/92
 Estimated Date of Construction 1941
 Building Usage Recreation Building
 Total Gross Square Footage 1,000 Sq. Ft.
 Building Type Wood
 Number of Levels 1
 Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE) \$0
 Total Estimated Cost Including Additive Items (CWE) \$16,879
 • Cost per Square Foot Including Additive Items (CWE) \$16.88
 Friable Asbestos-Containing Materials None
 Nonfriable Asbestos-Containing Materials Resilient Floor Tile, Roof Penetration Mastic, Roofing Mastic

WORK ITEM INVENTORY

BLDG./ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACT COST
T03141 1	13	N/A	Resilient Floor Tile	558 SF	1st Flr Various Locations	Nonfriable	O&M	\$0

FINDINGS: Nonfriable asbestos-containing 9" x 9" black, 9" x 9" brown and 12" x 12" brown resilient floor tile in the restrooms and the two north offices was in good condition. This material is accessible to building users but 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) 1, 2, 15, 7]

RECOMMENDATIONS: Inspect this material biannually as part of the O&M. Prohibit any disturbance to this material including sanding, chipping or the use of corrosive cleaning chemicals which may cause the generation of airborne asbestos fibers. Should this material be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$6,446.

XRF SURVEY FOR LEAD BASED PAINT

CLIENT:	City of Marina					
SITE:	Fort Ord, Building #3141			SURVEY DATE: 3/22/99		
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Room	1	Double Door	Wood	White	1.6	Poor
Exterior, East		Window Trim	Wood	Brown	1.1	Poor
Exterior, North		Pipe	Metal	Tan	1.9	Poor
Exterior, South		Wall	Wood	Tan	4.4	Poor
Exterior, West		Window Sash	Wood	Brown	4.2	Poor
Exterior, West		Window Trim	Wood	Brown	6.3	Poor
Kitchen		Door, South	Wood	White	2.9	Poor
Kitchen		Door, South Trim	Wood	White	2.7	Poor
Kitchen		Window Sash	Wood	White	2.8	Poor
Kitchen		Window Trim	Wood	White	4.5	Poor



EQUESTRIAN CENTER
BUILDING 3142

**ASBESTOS SURVEY REPORT
COHRS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

BUILDING SUMMARY

BUILDING T03142

Date(s) of Survey	3/13/92
Estimated Date of Construction	1941
Building Usage	Riding Stable
Total Gross Square Footage	3,835 Sq. Ft.
Building Type	Wood
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$95,158
• Cost per Square Foot Including Additive Items (CWE)	\$24.81
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Roofing Mastic (Putty), Roof Penetration Mastic

WORK ITEM INVENTORY

BLDG./ WORK ITEM	DE RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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T03142	13	N/A	Roofing Mastic and Roof Penetration Mastic	5,110 SF	Roof	Nonfriable	O&M	\$0
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FINDINGS: Nonfriable asbestos-containing roofing mastic located throughout the roof and nonfriable asbestos-containing roof penetration mastic in association with vents were in good condition. The roofing mastic is covered with roofing shingles in which no asbestos was detected. These materials do not pose a risk of contamination as long as they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 4, 5, 8, 9]

RECOMMENDATIONS: Inspect these materials biannually as part of the O&M. Prohibit any disturbance to these materials which may cause the generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$72,818.

**ASBESTOS SURVEY REPORT
CORP. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

WORK ITEM INVENTORY

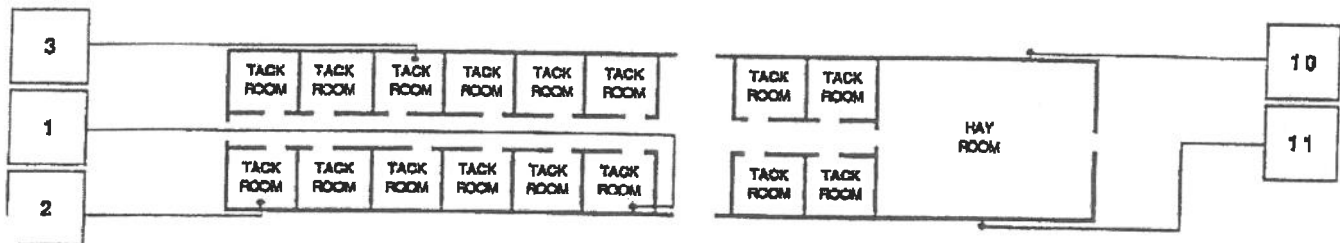
SLOG/ WORK ITEM	DE RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
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**WORK ITEM SUMMARY
BUILDING T03142**

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

T03142	13	N/A	Roofing Mastic and Roof Penetration Mastic	5,110 SF	Roof	Nonfriable	O&M	\$0
1								
								\$0

ASBESTOS SURVEY REPORT
COR OF ENGINEERS - FORT ORD INSTAL. IION



BUILDING T03142
FIRST FLOOR PLAN
NOT TO SCALE

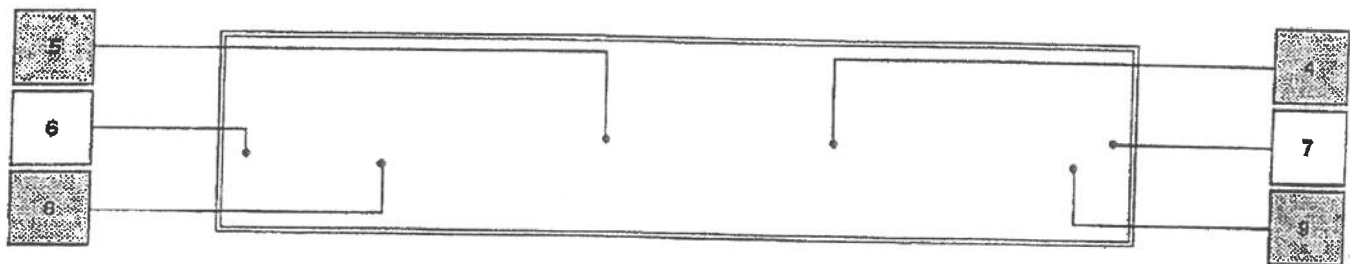


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

GNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT
CORP F ENGINEERS - FORT ORD INSTALLATION



BUILDING T03142
ROOF PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03142**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ REG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03142	1	Wallboard	2,850 SF	1	Tack Room	N		N/D		
T03142	2	Wallboard	(R1)	1	Tack Room	N		N/D		
T03142	3	Wallboard	(R1)	1	Tack Room	N		N/D		
T03142	4	Roof Penetration Mastic	10 E	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	5	Roof Penetration Mastic	(R4)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	6	Roofing Shingle	5,100 SF	Roof	Roof	N		N/D		
T03142	7	Roofing Shingle	(R6)	Roof	Roof	N		N/D		
T03142	8	Roofing Mastic	5,100 SF	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	9	Roofing Mastic	(R6)	Roof	Roof	P	Chrysotile	15	Nonfriable	None
T03142	10	Window Putty	700 LF	1	Exterior Wall	N		N/D		
T03142	11	Window Putty	(R10)	1	Exterior Wall	N		N/D		

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

XRF SURVEY FOR LEAD BASED PAINT

NT:	City of Marina					
Site:	Fort Ord, Building #3142					SURVEY DATE: 3/22/9
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Room	2	Door	Wood	White:	6.9	Poor
Exterior East		Overhang	Wood	Tan	3.7	Poor
Exterior East		Power Post	Wood	Tan	7.5	Poor
Exterior East		Sliding Door	Wood	Tan	2.1	Poor
Exterior East		Sliding Door Rail	Metal	Tan	4.7	Poor
Exterior East		Wall	Wood	Tan	6.4	Poor
Exterior North		Sliding Door Rail	Metal	Tan	4.7	Poor
Exterior North		Sliding Door Trim	Wood	Tan	2.4	Poor
Exterior North		Wall	Wood	Tan	4.6	Poor
Exterior South		Overhang	Wood	Tan	4.3	Poor
Exterior South		Sliding Door Rail	Metal	Tan	12	Poor
Exterior South		Sliding Door Trim	Wood	Tan	3.7	Poor
Exterior South		Wall	Wood	Tan	9.3	Poor
Exterior West		Door	Wood	Tan	4.5	Poor
Exterior West		Door Rail	Metal	Tan	4.5	Poor
Exterior West		Wall	Wood	Tan	7.1	Poor
Exterior West		Wall	Wood	Green	4.6	Poor
Exterior West		Door, West	Wood	White	2	Poor
Exterior West		North Wall	Wood	Tan	2.4	Poor
Exterior West		Door Trim, East	Wood	White	3.6	Poor
Exterior West		Door, East	Wood	White	2.8	Poor
Exterior West		Door, Room 1	Wood	White	4	Poor
Exterior West		Door, Room 15	Wood	White	3.3	Poor
Exterior West		Door, Room 2	Wood	White	3.6	Poor
Exterior West		Door Trim, North	Wood	White	3.7	Poor
Exterior West		Door Trim, South	Wood	White	4.8	Poor
Exterior West		Door, South	Wood	White:	2.4	Poor



**EQUESTRIAN CENTER
BUILDING 3143**

ASBESTOS SURVEY REPORT
CORP. OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143

BUILDING SUMMARY

BUILDING T03143

Date(s) of Survey	3/13/92
Estimated Date of Construction	1941
Building Usage	Riding Stable
Total Gross Square Footage	3,835 Sq. Ft.
Building Type	Wood
Number of Levels	1
Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE)	\$0
Total Estimated Cost Including Additive Items (CWE)	\$91,434
• Cost per Square Foot Including Additive Items (CWE)	\$23.84
Friable Asbestos-Containing Materials	None
Nonfriable Asbestos-Containing Materials	Roofing Mastic, Roof Penetration Mastic

WORK ITEM INVENTORY

BLDG./ WORK	DEI EM	CONSTR. RATING	TYPE OF YEAR	MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST
T03143	13	N/A	Roofing	4,910 SF	Roof	Nonfriable	O&M	\$0	
			Mastic and						
			Roof						
			Penetration						
			Mastic						

FINDINGS: Nonfriable asbestos-containing roofing mastic located throughout the roof and nonfriable asbestos-containing roof penetration mastic in association with vents were in good condition. The roofing mastic is covered with roofing shingles in which no asbestos was detected. The materials do not pose a risk of contamination as long as they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 8, 9, 10, 11]

RECOMMENDATIONS: Inspect these materials biannually as part of the O&M. Prohibit any disturbance to these materials which may cause the generation of airborne asbestos fibers. For any repair, removal or O&M activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&M. Any replacement should be performed with asbestos-free materials.

Additive cost for optional removal and replacement of this material is \$69,968.

**ASBESTOS SURVEY REPORT
CORPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143**

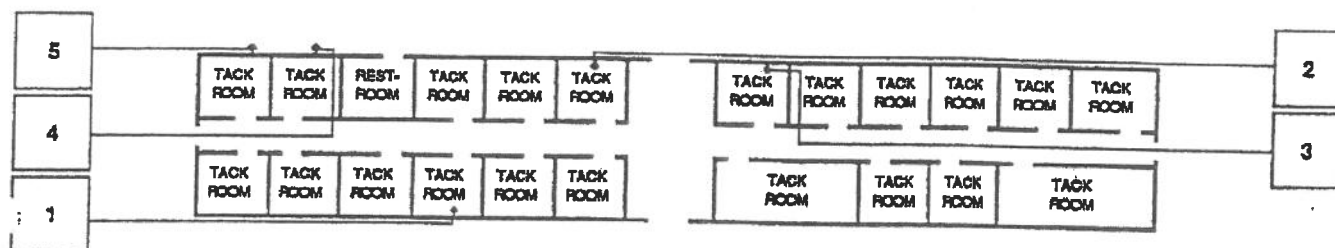
WORK ITEM INVENTORY								
BLDG/ WORK ITEM	DEI RATING	CONSTR. YEAR	TYPE OF MATERIAL	ESTIMATED QUANTITY	DESCRIPTION LOCATION	FRIABILITY	ACTION	CONTRACTOR COST

**WORK ITEM SUMMARY
BUILDING T03143**

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

T03143	13	N/A	Roofing Mastic and Roof Penetration Mastic	4,910 SF	Roof	Nonfriable	O&M	\$0
								\$0

**ASBESTOS SURVEY REPORT
COR. J OF ENGINEERS - FORT ORD INSTALLATION**



**BUILDING T03143
FIRST FLOOR PLAN
NOT TO SCALE**

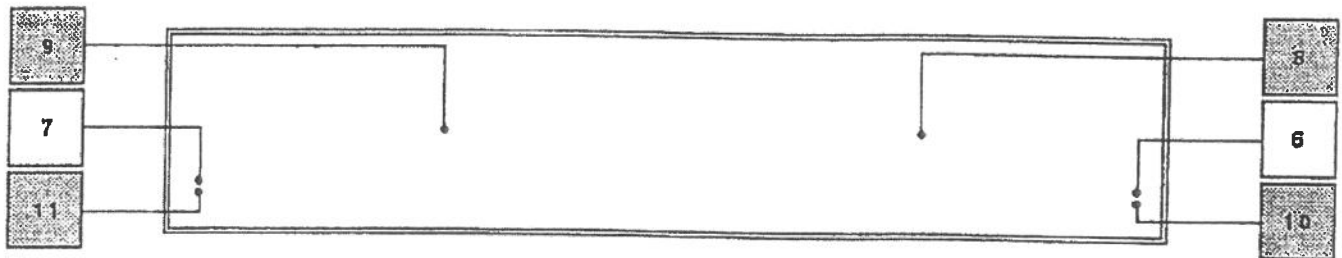


BULK SAMPLE ASBESTOS CONTENT  = $\geq 0.1\%$  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB0L

ASBESTOS SURVEY REPORT
COL. S OF ENGINEERS - FORT ORD INSTALLATION



BUILDING T03143
ROOF PLAN
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT
COMPS OF ENGINEERS - FORT ORD INSTALLATION
BUILDING T03143**

BULK SAMPLE LOG

BUILDING NO.	SAMPLE NO.	TYPE OF MATERIAL	ESTIMATED QUANTITY	FLOOR/ LEVEL	SAMPLE LOCATION	POS./ NEG.	ASBESTOS TYPE	%	FRIABILITY	DAMAGE
T03143	1	Wallboard	3,200 SF	1	Tack Room	N		N/D		
T03143	2	Wallboard	(R1)	1	Tack Room	N		N/D		
T03143	3	Wallboard	(R1)	1	Tack Room	N		N/D		
T03143	4	Window Putty	700 LF	1	Exterior Wall	N		N/D		
T03143	5	Window Putty	(R4)	1	Exterior Wall	N		N/D		
T03143	6	Roofing Shingle	4,900 SF	Roof	Roof	N		N/D		
T03143	7	Roofing Shingle	(R6)	Roof	Roof	N		N/D		
T03143	8	Roof Penetration Mastic	9 E	Roof	Roof	P	Chrysotile	10	Nonfriable	None
T03143	9	Roof Penetration Mastic	(R8)	Roof	Roof	P	Chrysotile	20	Nonfriable	None
T03143	10	Roofing Mastic	4,900 SF	Roof	Roof	P	Chrysotile	10	Nonfriable	None
T03143	11	Roofing Mastic	(R10)	Roof	Roof	P	Chrysotile	5	Nonfriable	None

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

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

XRF SURVEY FOR LEAD BASED PAINT

ENT:	City of Marina					
SITE:	Fort Ord, Building #3143				SURVEY DATE: 3/23/9	
Room Equivalent	Room #	Component	Substrate	Color	Result (mg/cm2)	Condition
Room	26	South Wall Upper	Wood	White	3.7	Poor
Room	26	West Wall Upper	Wood	White	3.8	Poor
Room	27	Door	Wood	Tan	30	Poor
Room	32	North Wall	Wood	Tan	1.7	Poor
Room	32	Window Sash	Wood	Tan	1.9	Poor
Exterior East		Overhang	Wood	Tan	12	Poor
Exterior East		Power Post	Wood	Tan	3.7	Poor
Exterior East		Sliding Door	Wood	Tan	5.3	Poor
Exterior East		Sliding Door Rail	Metal	Tan	9	Poor
Exterior East		Wall	Wood	Tan	4.5	Poor
Exterior North		Large Window Trim			4.6	Poor
Exterior North		Sliding Door rail	Metal	Tan	9.6	Poor
Exterior North		Sliding Door Trim	Wood	Tan	8.6	Poor
Exterior South		Facia	Wood	Tan	4.7	Poor
Exterior South		Overhang	Wood	Tan	5.8	Poor
Exterior South		Small Window Trim	Wood	Tan	4.1	Poor
Exterior South		Wall	Wood	Tan	4.5	Poor
Exterior West		Sliding Door Rail	Metal	Tan	7.6	Poor
Exterior West		Wall	Wood	Tan	4.5	Poor
Halfway Crossing		Door Sliding, North	Wood	White	1.7	Poor
Halfway Crossing		Door Sliding, South	Wood	Tan	2.6	Poor
Halfway Crossing		Door Trim Sliding, North	Wood	Tan	4.3	Poor
Halfway Crossing		Door Trim Sliding, South	Wood	White	2.3	Poor
Halfway, East Wing		Door	Wood	Tan	1.6	Poor
Halfway, East Wing		Door 17 Trim	Wood	White	5	Poor
Halfway, East Wing		Door 33	Wood	Tan	1.9	Poor
Halfway, East Wing		Door 38	Wood	White	2	Poor
Halfway, East Wing		Door Trim	Wood	Tan	6.5	Poor
Halfway, East Wing		Interior Sliding Door	Wood	White	1.3	Poor
Halfway, West Wing		South Wall Lower	Wood	White	2.2	Poor
Halfway, West Wing		West Sliding Door	Wood	White	1.7	Poor
Halfway, West Wing		West Sliding Door Trim	Wood	White	9.7	Poor

Exhibit F – Personal Property

DRAFT

EXHIBIT F

PERSONAL PROPERTY

Furnishing & Fixtures:

2830 5th Ave

- Horse stocks
- Upholstery sofas
- 2 Cabinets
- 3 Sinks
- Fountain
- Historic military signs
- Furnace
- Restroom toilet and sink
- Electrical panel
- Medium Cabinet

2832 5th Ave

- 3 Cabinets
- Sink
- Furnace
- Restroom toilet and sink
- Stove
- Water heater
- Shower

2834 5th Ave

- NA

2836 5th Ave

- Restroom sink and toilet
- Water heater

2838 5th Ave

- Big sink
- Sink attached to an L-shape cabinet
- 2 small sinks
- 3 Desks
- 2 Restroom toilets
- 2 Restroom sinks
- Furnace
- Electrical panel
- All existing pipe fences plus the metal structure outside the building will be removed

Exhibit G Operations Plan

Proposer's Services – See exhibit D.

General on-Site Manager: Shawn Mott, Jenny Bryant General Manager

The General Manager is responsible for the overall operational success of the site; this includes maintaining a safe and secure environment for clients, visitors, and employees.

Responsible for all permits and licenses OSHA

ADA/ABA requirements

Customer Service and Service Quality

Customer satisfaction. Customer loyalty

Dispute resolution

Customer guidelines and rules First aid/incident procedures CPR qualified

Pricing and service levels to accommodate community

Office, telephone access and online access. Liaison with city and park staff

Developing and Training for Emergency Procedures

Overall Facility Maintenance and appearance. Coordination with Chaparral Executive team.

Lead Instructor Position 9 to 3, 7 days per week

Minimum 3 Years prior lesson instruction experience

Proficient in English and Western riding disciplines.

Customer service focused

Will be required to undertake Life scan or similar background checks. Must be at least 18 years of age.

CPR, First aid certified

In charge of all lesson instructors

Develops lesson programs for all rider abilities and disciplines Teaches lessons

Marketing staff also helps with events and operations 9 to 5, 5 days per week

In charge of brochures Social media, Website, marketing

Theme event manager as needed

For our cavalry and themed events. Will coordinate all themed events and schedule special groups.

Possible ideas included in section g.

Hours of operation

7 days per week 9 am to 4 pm

May add more hours as demand increases. Hours of operation are subject to change as business, weather and operational requirements change.

Chaparral will hire a full-time night supervisor that will live on site. The night supervisor will be required to check all horse stalls to make sure horses are in good safe, check all locks and doors on offices and subsequent buildings, walk grounds to make sure area is safe. They will be required to have full knowledge of all evacuation requirements in case of an emergency overnight such as fire or act of nature. They will be responsible for checking all personal and county properties to make sure they are safe and in their proper place.

Draft Form of Agreement (MEC Park) Chaparral 2021-0503 for review 8.29.2022

They will fill in night sheet check list and have a list of emergency numbers, owners contact information, emergency vet info, incident report forms and instructions to call day manager, county parks or Chaparral Ranch to report any issues or problems depending on the extent of the circumstance.

Maintenance Program to be performed by the Concessionaire as part of the concession operations:

Onsite manager will be responsible for maintenance.

On site stall cleaner and maintenance will live on site. They will be part of the security team, will clean stalls, bathrooms and other common areas.

All stalls will be cleaned daily. Chaparral will use the existing manure plan that is in place. Manure will be removed from the site at least once per week. This will keep the fly cycle to a minimum.

There will be water truck onsite for any dust issues.

Fly issues will be dealt with in a timely manner with non- pesticides as needed.

Customer Satisfaction:

Chaparral Ranch prides itself in excellent customer service.

Customer feedback is received through our Yelp review and our surveys. We are also very hands on with our clients. They are not just a commodity for us they are part of the Chaparral family. We hope to bring this same feel to Marina equestrian stables.

We ask all of our customers to come to us with feedback. Any complaints are dealt with utmost urgency and diligence. We encourage our customers to give us all positive and negative feedback. Any negative feedback is dealt with through conversation with our client and one on one customer care. We are more than willing to compensate any unhappy customers with either, a refund, gift certificate or free class.

Exhibit H Maintenance and Repair Obligations

DRAFT

EXHIBIT H

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2830 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The main exist should be upgraded to minimum 36" clear and be provided a level landing and walkway for ingress and egress as the rear of the building has a raised concrete step which is not accessible and cannot be used as ingress and egress.
- The electrical system is dated but appears to be functioning. A GFCI protected outlet should be provided adjacent to the sink.
- There does not appear to be a working heating system.
- The restroom is functioning but does not meet any ADA standards.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2832 5th Ave

	NOT APPLICABLE	CITY	CONCESSIONAIRE	FREQUENCY
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- It is unknown if electrical service is working on this building.
- The water heater may or may not be working, it unstrapped and does not meet seismic restraint requirements.
- There is an abundance of debris and clutter throughout the building and makes it unsafe to navigate through the interior.
- The access to the restroom is impeded and not accessible at this time.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2834 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The stable buildings appear to be adequate for their use.
- The electrical system is dated but appears to be working but overall condition unknown.
- The existing restroom is not accessible and would require major re-construction to meet the requirements.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2836 5th Ave

	NOT APPLICABLE	CITY	CON CES SIONA IRE	FRE QUEN CY
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- The stable buildings appear to be adequate for their use.
- The electrical system is dated but appears to be working but overall condition unknown.
- The existing restroom is not accessible and would require major re-construction to meet the requirements.

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of City and Concessionaire:

Address:
2838 5th Ave

	N O T A P P L I C A B L E	C I T Y	C O N C E S S I O N A I R E	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing – interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of City and Concessionaire:

	City	Concessionaire	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Exterior Doors			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			

Other:			
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Items indicated as City responsibilities may be subject to reimbursement by Concessionaire as operating Expenses in accordance with the terms and conditions of the Lease.

Life Safety and ADA issues to be addressed by the City during the term of the agreement:

- There are no working utilities in this building and conditions are unknown.
- There are additions on either side of the original structure which are substandard and should be removed.

Exhibit I Insurance

DRAFT

Exhibit I Insurance

Concessionaire shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with Concessionaire's operation and use of the Property. The cost of such insurance shall be borne by the Concessionaire.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automotive Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to Concessionaires with employees).
4. **Property insurance** against all risks of loss to any Concessionaire improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Concessionaire maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85

or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Agreement, Concessionaire's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Concessionaire's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies

Umbrella or Excess Policy

Concessionaire may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Concessionaire hereby grants to City a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against the City by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Concessionaire to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and

SIRs shall be the sole responsibility of Concessionaire who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Concessionaire to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Concessionaire shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

Exhibit J

Proposed Program of Utilization

This is a Program of Utilization for property known as the "Marina Equestrian Center" (herein referred to as "MEC"), deeded from the US Government to the City of Marina on April 13, 1998 under the National Park Service's Federal Lands to Parks Program.

This program of utilization specifies the use of the property consistent with the Quitclaim Deed recorded in the County of Monterey on April 24, 1998; and specifies budget, time for completion and environmental impacts.

Physical Description

The MEC is an approximately 35-acre facility bound by Ninth Street on the south, California Avenue to the west, Imjin Parkway to the north and the former post stockade to the east. The site includes five of the six original buildings of the 1941 Fort Ord Station Veterinary Hospital, three arenas, one round pen, 73 horse stalls, and 33 horse turnouts. Unrelated existing structures on the site are a portable building formerly used by the Army Corps of Engineers, and a shortwave radio building with accompanying radio antennas. There is a cell tower on the site from which additional monthly income for park development is generated.

Purpose

Geographically, Marina is without dispute the northern gateway to the Monterey Peninsula, Fort Ord National Monument, and Fort Ord Dunes State Park. The MEC will be key in Marina's plans to market this identity, besides being a recreational draw in itself.

The MEC shall serve the residents of the City of Marina and tourists to the Monterey Peninsula as a multi-use recreational facility with a primary focus on outdoor recreation serving as a primary connection between the urban and natural resources of the City of Marina by capitalizing on its proximity and connections to the newly designated Fort Ord National Monument (Department of the Interior) and the Fort Ord Dunes State Park (California State Parks). It will serve as a spacious public park with natural landscapes, stables, horse and bicycle rentals; serve as a recreation hub for activities by individuals and groups; and be a venue for public events and celebrations for the city and region. Community access and programming will be developed for the radio and portable buildings in coordination with recreation and cultural programs provided by the City alone and in cooperation with regional park programming providers.

The park is half a mile from another Lands to Parks transfer, consisting of 12 acres at 8th Street and 2nd Avenue. With proper planning, the MEC will connect the two federally granted parks and provide much-coveted northern gateway to the Monterey Bay at Fort Ord Dunes State Park. The existing Monterey Bay Coastal Trail through the state park enables recreationers to travel 29 miles between Castroville to the north and Asilomar/Pacific Grove to the south. Trekkers will branch off the coastal trail into Marina and to the MEC for amenities, services, rental of horses and bikes, and greenway access to Fort Ord National Monument.

In addition to the connection between the urban and natural worlds the park will provide a connection between Fort Ord's past and present. Combining a location rich in recreational potential with structures whose history unites a number of compelling themes, the park will beckon locals and visitors to exploration and refreshment. With enhancement of naturalistic landscapes, the addition of scenic walking paths and facilities for picnics, horse/bicycle rentals, outdoor recreation, and public and private events, the MEC shall be the emblem of Marina excellence in recreation, as Golden Gate Park is for San Francisco.

In addition to creating new and needed recreational opportunities, the proposal further benefits the public by potentially anchoring a new community identity, creating jobs, and supporting the local economy. The City of Marina and its residents have identified these benefits as goals consistent with the community's vision (City of Marina, 2003).

Outdoor recreation is a \$46B annual industry in California. Marina's weather, location, and the resources given by the Army on the breakup of Fort Ord, including airport, beach, equestrian center, and trail system make it an ideal destination for outdoor recreation tourists.

Concept Plan

Outdoor recreation is prescribed by the Fort Ord Base Reuse Plan. The City of Marina is already an outdoor recreation venue on the Peninsula. The MEC is very well situated to provide both a destination venue and to fulfill the desired connection between the urban and natural resources of the City of Marina, and the City with the newly designated Fort Ord National Monument and the Fort Ord Dunes State Park.

The MEC will provide and manage significant new public outdoor recreation opportunities for all on the park site and the surrounding area. It will serve as both a venue and a recreation hub for residents and tourists to enjoy the horseback riding, off-road and on-road bicycling, and hiking. The equestrian facilities on the site will be available for public use, horse rentals, lessons, guided trail rides, both temporary and some private, long-term boarding, and multiple disciplines of equine therapy. All amenities will promote informal and structured cultural and recreational opportunities. All recreational opportunities will be available to the local and regional public, and insofar as possible be accessible for people with disabilities. Associated parking and other required support amenities will be included as part of the development of the site.

The MEC's second major connection is cultural. Thematically, the park will capitalize on the five Fort Ord Station Veterinary Hospital structures, which provide an excellent example of the mobilization-style construction now fast disappearing on Fort Ord. This medical facility is a significant landmark in the history of warfare, represented the final years of horse use by U.S. cavalry and field artillery. The continuity of use and unaltered appearance of the structures create an opportunity for living history. Historical continuity will also be an important aspect of MEC design and branding. The park will have a retro military theme for signage, accouterments, and amenities, to contribute to the singular identity of the venue and to avoid stylistic clashes when used for living history events. The buildings have been identified as the last existing World War II era veterinary hospital in the United States.

FUNCTIONS OF THE MARINA EQUESTRIAN CENTER

Public Park

The MEC will serve as a community park with picnic area, benches, landscaping, bike racks, and walking paths for visitors.

The area north of 9th Street, east of California Avenue and west of the large arena, south of the small arena will be closed to vehicular traffic. This southeast corner of the property, in and around the historical structures lining California Street (the C-5 Building and Colic Building and its surrounding area) will be most heavily used for general park purposes. The large open space between these buildings and the main arena will serve as picnic area, a place for public and private events. Addition of picnic facilities, barbecues, bench seating, and landscape will transform this area and provide an inviting place to meet, eat and mingle. The addition of a gazebo will provide a stage, enhancing both private and public events.

Hiking paths will be developed through the natural landscape of the northwestern portion of the property. A trail will traverse the northern perimeter of the property along Imjin Parkway to further the objective of creating connections for multiple disciplines of recreational users and commuters to the residential neighborhoods of Marina. Developing a run/walk path between the park and Peninsula Wellness Center to the west along Imjin Parkway will encourage development of a cooperative, outdoor fitness program for fitness center members and its patients.

Landscaping will pay homage to traditional military and national-park practices such as white-painted rocks demarking flowerbeds. Additional trees will be added to soften sea breezes and improve shade and aesthetics. Nature trails will draw visitors into the natural, coastal landscape. Interpretive signage will enhance the knowledge and enjoyment. Vista points will be accessed by trails and enhanced with installation of seating.

Trails and Recreation Hub

The City of Marina will capitalize on the open space corridor prescribed in Fort Ord Reuse Plan Map 3.6-1. The MEC will provide trailhead amenities as set forth in the land application submitted by the City of Marina to the National Park in a letter of May 25, 1994, citing “the need to keep the stables open at Fort Ord to provide public recreation and to take advantage of the extensive trail system currently available, particularly in the north-easterly region of the base.” Connection with the trail system is an extremely valuable aspect of the MEC, both in economic and recreational terms. The MEC will provide bike racks, hitching posts, trailer parking, and water for man, horse, and dog, maps, restrooms, picnic tables, and other typical recreation hub amenities, including a snack shop. The City will also plan a route for the “Beach to National Monument” that connects with the MEC and the second Lands to Parks transfer at 8th Street and 2nd Avenue.

Cultural and Educational Center

Stabilization and revitalization of the veterinary hospital buildings will allow for interpretation of the buildings in their original use as well as stress the broader scope of military presence on the Monterey Peninsula; provide meeting and event space; provide a venue for historical displays

both from Fort Ord and other military periods of interest; and incorporate a Marina visitor center and reception area with brochures and maps. Installation of equipment to accommodate automated slide-talks and/or movie programming that tells the history of the Fort, Marina and the County through photos and films will be incorporated. The story of the soldier and the warhorse may be further illustrated with reenactments and demonstrations in the equestrian portion of the park.

The MEC will be integrated into Marina life as a destination for annual school trips and senior outings, rec department activities, and community events. Children's horse, art, and nature day-camps will be offered in the summer. Instruction will be provided by volunteer docents, groups, and businesses or city or school district staff. Space for these classes will be available in the C-5, Colic, C-6, and portable and radio buildings.

Focuses may include:

- Fort Ord and Presidio of Monterey history
- site history
- equestrian topics
- native plants
- Native American history
- leave-no-trace trail principles
- bike-horse safety
- art
- shortwave radio and citizens' emergency response

Equestrian Center

Utilization of the property as an equestrian center was the guiding purpose of the land grant from the National Park Service through the Federal Lands to Parks program. In its application letter, dated May 25, 1994, the City of Marina cites a need to "operate the stables for community benefit and to make the stables available to military families, as well as the civilian community at large. Recently F.O.R.G. (the Fort Ord Reuse Group) amended the reuse plan to allow the use of a stable in the area it is currently located."

The equestrian functions of the property will continue. The City currently is engaged in preparation of a Request for Proposal for a concessionaire to restructure and manage equestrian uses of the park, with the specific direction to increase public uses and access. Guided trail rides, lessons, and equine activities are to be offered to the public.

The ability to rent horses for riding lessons and guided trail rides will be a significant feature of the park. The facility will also accommodate transient horse use by enabling tourists to board horses for a day or for the duration of a longer stay in our local hotels/motels and for equine events.

A portion of the existing stables will be available for self-care and full-care boarding. Fees for these services will be at market rate, although City of Marina residents may receive a resident discount. This is not to suggest fewer privately owned horses, but rather, better management of the space available to minimize the area dedicated to private use. Partial funding of the planned park improvements is dependent upon generation of revenues from horse boarding.

Qualified providers will offer a variety of horse-based therapeutic programs such as PATH, EAGALA, and Horses for Heroes.

Public-event Venue

Public events such as history days, Halloween, Veterans Day, and other holiday celebrations put on by City of Marina and partners, as well as lectures, and meetings will be accommodated in and around the buildings. The buildings will provide multiple private party and meeting venues. Uses are expected to include city-sponsored activities and events as well as use of the buildings and grounds for weddings, birthdays, and other private events. Possible addition of a gazebo may enhance these uses. Currently the C-5 building will accommodate approximately 75 seats for meetings and has a sink/prep/storage area with no oven. The Colic Building contains a kitchen with oven and small stage/meeting area. The portable building will also accommodate such use.

The outdoor arenas will be available for public rental.

Recreation Center

Bike rentals and bicycle tours to Fort Ord National Monument and Fort Ord Dunes State Park will be available. The venue will be marketed as bike friendly, with trailer parking, bike racks, and maps.

This currently under-utilized City land resource will address a newly identified, continually growing need in Marina and the region for easy access to trails and open space that offer significant distances and points of interest. The MEC will allow the development and ongoing operation of unique multi-use recreational facilities and opportunities otherwise unattainable by the City.

Site Improvements

The City anticipates working with a park planner to develop future improvements on the site. For example, the topography of the north easterly area of the property may be ideally suited for an amphitheater cut into the leeward side of the property. The natural bowl-like setting may lend itself to construction of a community amphitheater. This will provide a venue for live stage productions, movies, and other performances.

Bike rental and storage facilities will be developed. Hitching posts and watering troughs added. Additional bathrooms installed and food concession incorporated. Portions of the areas presently identified as turnouts will be transformed to complement the park uses.

Time for Completion

The City of Marina regards the fulfillment of this Program of Utilization as high priority.

Budget

The City of Marina will retain the oversight of the proposed park and facility; enlist a park

planner as needed; and direct the development through full implementation. An independent concessionaire will be sought for operation of the site consistent with the intended use and ongoing operating costs.

Environmental Impacts

The proposed utilization is consistent with prior public and equestrian use under army ownership, albeit with expansion of the number of users/visitors. While appropriate site specific environmental evaluation will occur during project planning, larger scale environmental evaluations conducted under the base re-use process did not identify any sensitive environmental resources on this site (Fort Ord Base Reuse Authority, 1997).

Guiding Documents

Current and future uses of the Project Site must be consistent with several planning documents including the National Park Service's Federal Lands to Parks Program, the California Outdoor Recreation Plan, the Fort Ord Reuse Plan, and the City of Marina Parks and Recreation Plan.

The National Park Service (NPS) requires land acquired through the Federal Land to Parks Program be used for "public park and recreational use in perpetuity." The land may be "developed for a single recreational activity, or multiple recreation activities, or be used to support an existing park or recreation area by providing parking or improved access. It may serve as a community center, a neighborhood park, a town square, or a regional or state park" (National Park Service, 2004). The proposed use for the Project Site is consistent with NPS goals as it develops a public park and recreational area serving several recreational purposes. The proposed services will attract individuals and groups throughout the community and beyond and will serve as a community center, a neighborhood park, a recreation hub, and a venue for public and private events.

The California Outdoor Recreation Plan (CORP), as developed by the California State Parks' Planning Division, serves as the master plan for parks, outdoor recreation, and open space for all recreation providers. The CORP states that the goal of all park and recreation providers in California should be meeting the park and recreation needs of all current and future residents.

The Fort Ord Reuse Plan for the City of Marina further defines CORP's broader goals by setting the overall parameters for recreational uses in the former Fort Ord area within which this park is situated. In particular, Objective D for the City of Marina's Recreation Policies and Program is, "Establish a system of community and neighborhood parks which provide recreation opportunities reflective of local community standards" (Fort Ord Reuse Authority, 1997). Objective E reads, "Create opportunities for economic revitalization of the former Fort Ord through encouragement of commercial recreation opportunities in appropriate settings" (1997). Both of these objectives are accomplished in the proposed use.

The Fort Ord Reuse Plan also suggests the City "utilize the existing equestrian center site as a major community open space for the district to provide recreational amenities for the residents" (1997).

The following sub-policy statements in the Recreation and Open Space Element of the Fort Ord Reuse Plan further support the proposed use:

Recreation Policy D-1: The City of Marina shall designate and locate park facilities to adequately serve the current and projected population of Marina within the former Fort Ord for both active recreation as well as to provide for passive uses such as scenic vistas, fish and wildlife habitat, and nature study.

The proposed use for the MEC will provide facilities for active and passive recreation for the current population and accommodate the projected population for the City of Marina, including the expected increase in population related to planned housing developments in the surrounding area.

Recreation Policy D-2: The City of Marina shall develop active parkland within the former Fort Ord which reflects the adopted City of Marina standard of 5 acres of neighborhood/community parks per 1,000 population.

The proposed facility would provide significantly increased access to quality recreation opportunities for this population in a unique park.

Recreation Policy D-3: The City of Marina shall maximize use of existing former military recreation facilities as a catalyst for creation of quality parks and recreation opportunities.

The military used this site for equestrian recreation when Fort Ord was an army base. This proposal would improve currently under-utilized equestrian resources to allow increased public recreational opportunities for both the horse enthusiast and the passive observer. This plan will expand the use of the facilities and create an equestrian and outdoor recreation venue for the 3.3 million tourists annually to the Monterey Peninsula, in addition to its residents.

The California Outdoor Recreation Plan acknowledges one of the major advantages to participating in outdoor recreation and having a more active lifestyle is improved physical health. Safe and attractive facilities that promote physical activities are important to city residents and enhance Marina as an attractive place to live and work. The proposed use includes facilities that support opportunities to maximize the health benefits of active recreation.

The Marina Parks and Recreation Facilities Master Plan (MP&RFMP) mission states "The City of Marina is committed to establishing and maintaining facilities, parks and services that enhance the quality of life for all ages, cultural origins and abilities" (2005). The plan describes a "Community Park" as "a recreation area that provides recreational opportunities for several neighborhoods" and avoids "duplication of facilities already provided in neighborhood parks." The proposed use will serve people of all ages, cultural origins and abilities from neighborhoods throughout the region, and would be unique in size and scope in the City of Marina and the County of Monterey.

In addition, the following statements contained in the document further support the proposed use:

Goal 7: Promote regional and state park and recreational facilities that contribute Marina's evolving role as a visitor-serving/recreational-based destination on the Monterey Peninsula.

Objective 7-2: Explore the development of new regional-based recreational facilities.

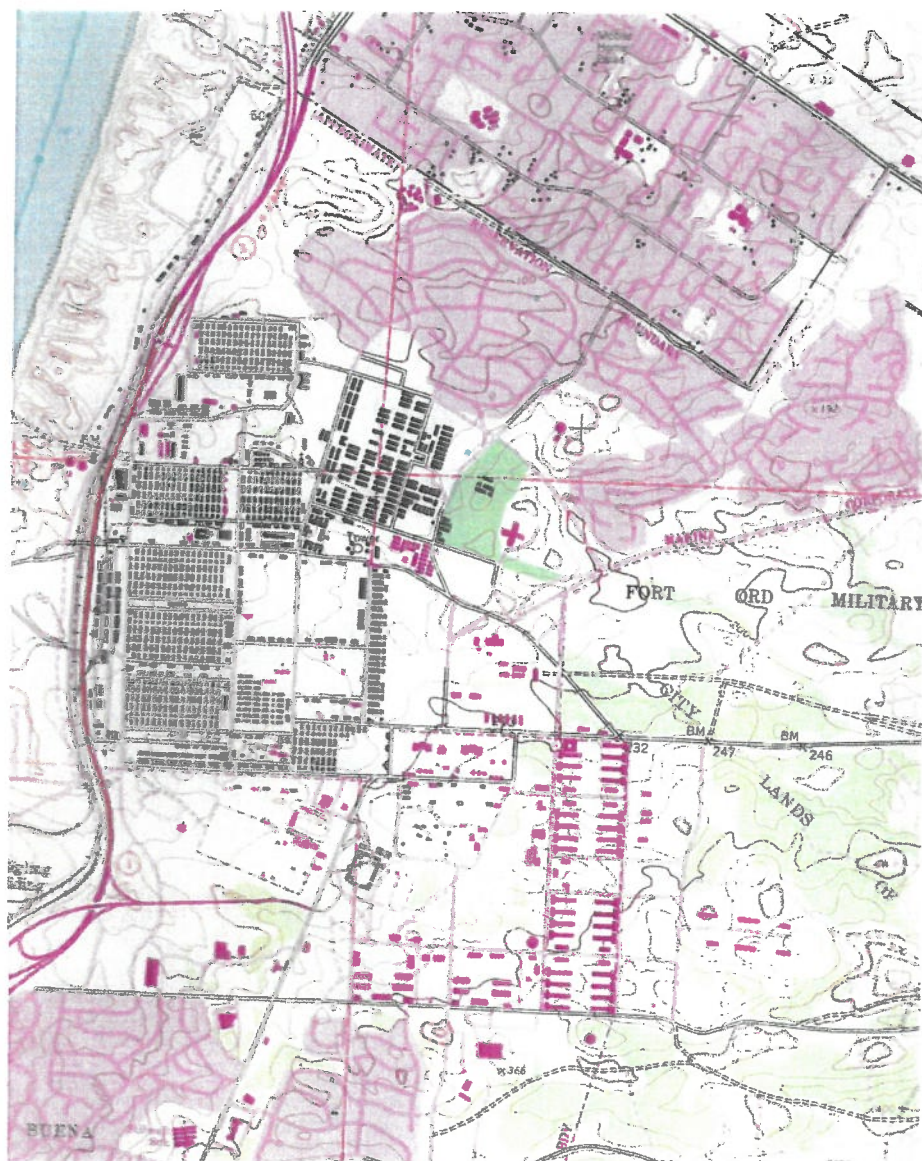
Objective 7-3: Identify opportunities that would enhance Marina's identity and role as a visitor-serving coastal destination.

Policy 7-3: Solicit proposals to develop new, regional based recreational facilities.

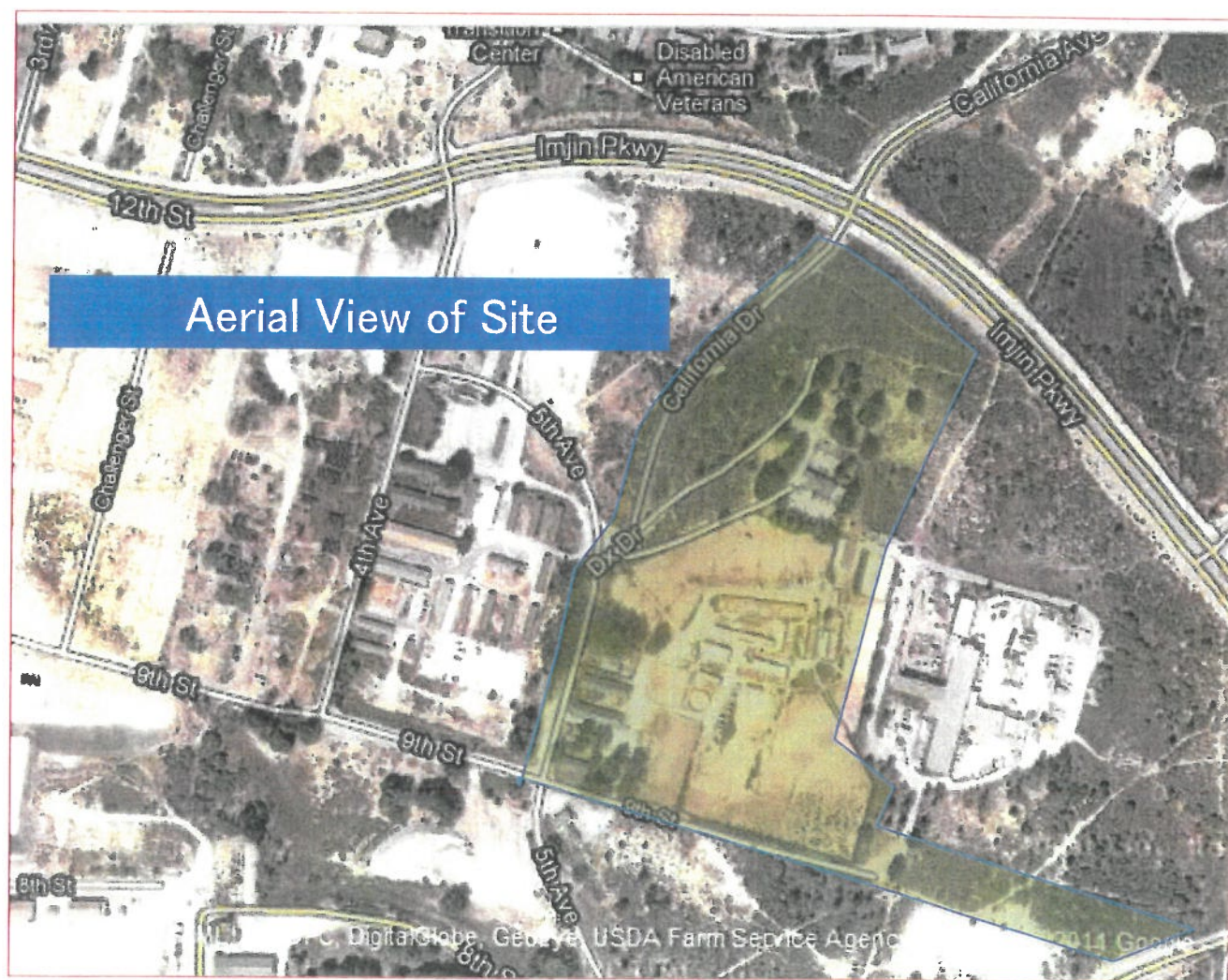
Summary

Overall, the proposed project meets or exceeds the approved recreational goals and objectives set forth in the guiding documents that govern the use of the MEC and enables the City of Marina to achieve its recreation and open space objectives. The proposed use provides the City of Marina with a unique and significant public recreational opportunity that is consistent with the community's vision for the future of the City.

United States
Geological
Survey Map
1976

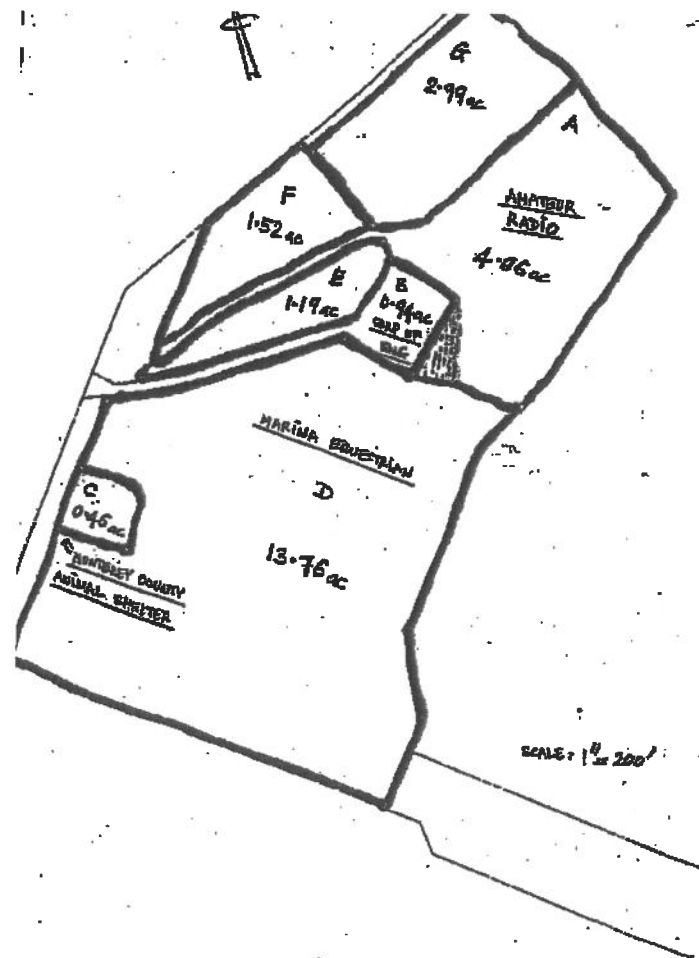


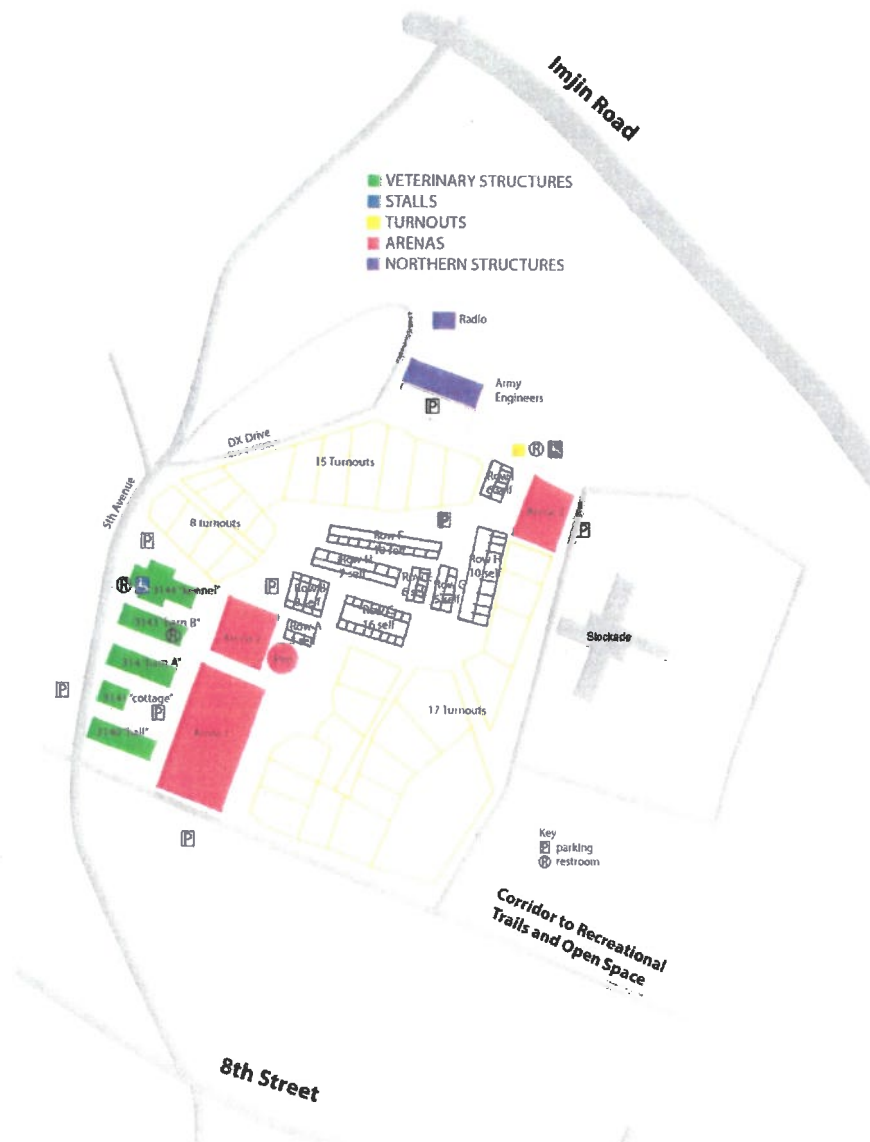




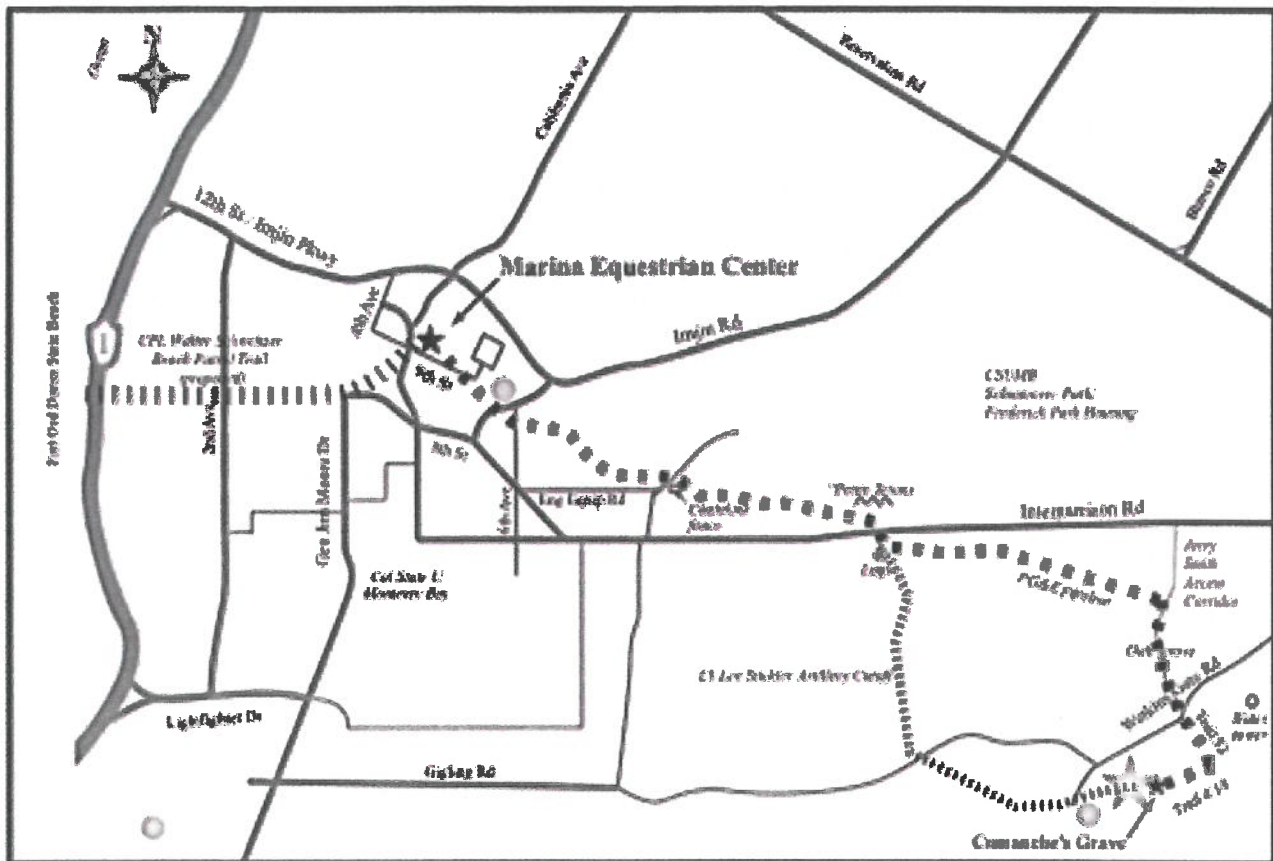
Current Configuration

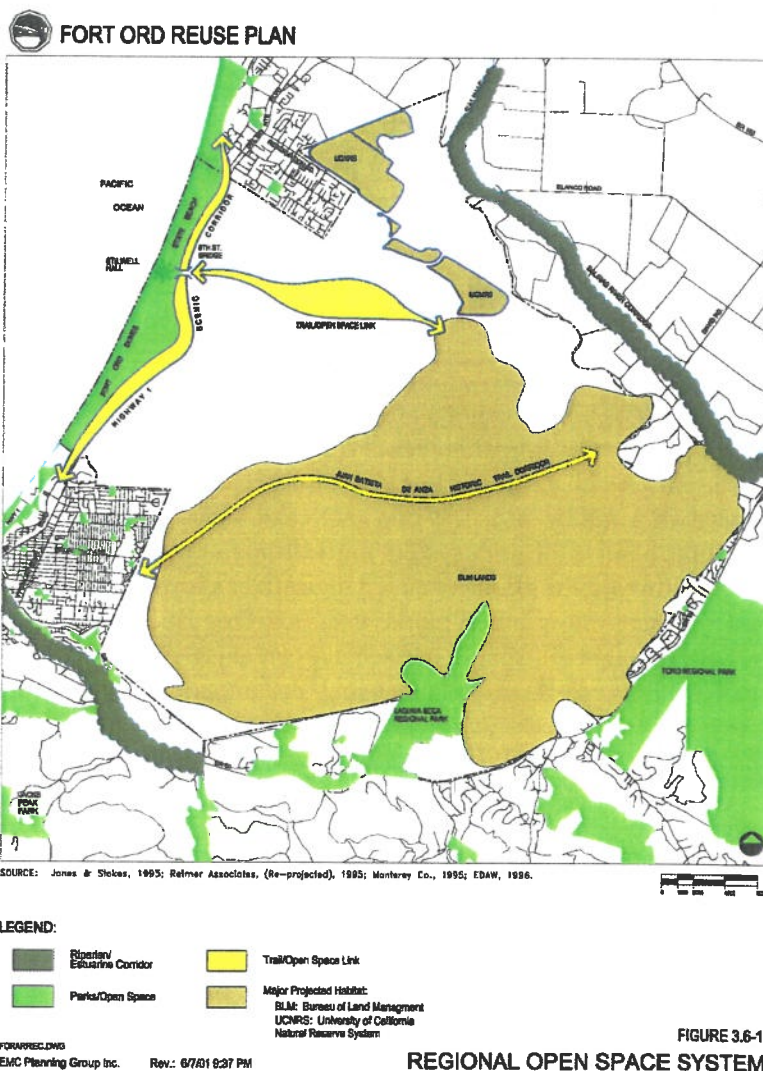
- 14 acres of stables
- Amateur Radio Station
- *Unoccupied* Army Corps of Engineers Building
- *Unoccupied* dog kennel
- 100'-wide trail extending towards open space





Trails from Marina Equestrian Center Trailhead





From: Siegenthaler, David [mailto:david_siegenthaler@nps.gov]
Sent: Thursday, January 12, 2017 5:10 PM
To: Gail Morton; Layne Long
Cc: Terry Siegrist
Subject: Marina Equestrian Center Program of Utilization

In September 2013 we received an updated draft Program of Utilization (POU) for the 27.24-acre Marina Equestrian Center ("MEC POU Approved by Council 7-16-2013"). Since that time we have had several conversations regarding implementation of a Program of Utilization at the site, and our reservations regarding approval of a POU that contained a statement that some areas would still be dedicated to private use. We also understood that there may be some local controversy regarding the highest and best public recreational use to which the property should be put that perhaps the City was still in the process of resolving. In general, however, we find that the proposed utilization plan represents an improved approach to opening the area to public recreational use and would meet NPS requirements for consistency with the terms of the property transfer, with one caveat.

The one area of major concern for us is the private boarding of horses. The first priority, as we understand your POU, would be for stabling horses needed for lessons and rentals, as well as some short-term boarding for visitors coming to the area to use the trails. Those very clearly serve the public park purpose.

Private long-term boarding of horses is not a public recreational use of the site. As we have stated in previous communications, boarding of horses is not precluded as a legitimate public recreational use of the park in certain circumstances. Those circumstances require that boarding of horses be structured such that it is a public use, not one that establishes a long-term right of exclusive occupancy. This requires a fair allocation system for boarding opportunities – such as waiting lists, rotations, and award of limited duration (even if longer than short-term) boarding contracts with no guarantee of renewal that allow broad public use. Boarding of horses for anything more than short-term periods, if allowed at all, should use a small percentage of the boarding space available. The presence of privately owned boarded horses may not impede the public access to and use of the park. Horses owned by a concessionaire that are used for public rental, trail rides, and riding instruction may reside at the stables while in such service. No portion of the park may be dedicated to private use.

The proposed POU remarks that park improvements depend upon income from horse boarding. As stated above and previously, the park is restricted to use only for park and public recreation area purposes. Therefore any activity conducted on the site must be for that purpose. Generation of revenues by a non-public-recreational use may not be justified on the basis of its eventual economic support of the park. Therefore, any boarding that occurs, must be carried out as a public use. Also, under the terms of the deed, any revenues generated on the parkland must be channeled back to park maintenance, operations, and improvements.

With the proviso that the City establishes a suitable plan to make boarding of horses an equitable public park use, we concur in the revised program of utilization presented in the referenced 2013 document.

We assume that any site plans that would alter the facilities or use of the area would be subject to compliance with state and local requirements regarding environmental and cultural resources.

As a reminder, the area must be permanently and clearly signed as land that was received from the federal government for use as a public park. Our current guidance is for the following language: "This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public".

As you know, any concession or license agreements must be reviewed by the National Park Service for consistency with the terms of the transfer. Leases and granting of easements or any property rights, are not allowed.

Biennial Reports are also required under the terms of the transfer, and should be submitted to NPS by the City of Marina, not by a licensee or concessionaire. They should include reports of park use and condition, revenues and expenditures, capital improvements, management issues, and a certification regarding non-discrimination and use of revenues. We have a standard form available for this purpose.

Please let me know if you have questions or concerns about any of this, and best wishes to you in the next phase of this project.

Sincerely,

David Siegenthaler
Pacific West Region
National Park Service
333 Bush Street, Suite 500
San Francisco, CA 94104-2828
V: 415-623-2334
F: 415-623-2387

Federal Lands to Parks
Land and Water Conservation Fund
Urban Park and Recreation Recovery Program
National Historic Lighthouse Preservation Program

**PUBLIC CONVEYANCE OF
PARKS AND RECREATION PROPERTY
AT FORT ORD**

July 1993

Prepared for:

The City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(408) 384-3715

Prepared by:

Denise Duffy & Associates
546-A Hartnell
Monterey, California 93940
(408) 373-4341

TABLE OF CONTENTS

INTRODUCTION	I
PART A	A-1
PART B	B-1
PART C	C-1
ATTACHMENTS	

INTRODUCTION

In accordance with applicable laws, rules and regulations pertaining to the conveyance of surplus military real and personal property, the City of Marina is requesting a public conveyance of all land, land interests (i.e. leases, easements, licenses, permits, etc.) buildings, fixtures, appurtenances, personal property, and utilities and infrastructure improvements comprising Main Parade Field, Sports Arena, Stillwell Hall, Twelfth Street Tennis Courts, Second Avenue Tennis Courts, Abrams Park, and Passive Park/Future Sports Complex and their environs.

The City of Marina requests full conveyance of all rights, title and in interest in approximately 238 acres of the Fort Ord Military Reservation lying southerly of Reservation Road as depicted in the attached maps, including easements for public utilities and roadways, leaseholds and mineral and water rights.

The City of Marina requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the sites, including natural gas and electrical transmission lines and distribution systems, water wells, distribution and storage systems, sanitary sewers and wastewater processing facilities, storm drains and drainage system, and the military telephone system on the sites.

APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES

Part A

To: National Park Service 600 Harrison Street, Suite 600
(For address, see letterhead) San Francisco, CA 94107-1372

The undersigned City of Marina
(State or local government or instrumentality thereof)

hereinafter referred to as the Applicant or Grantee, acting by and through

Edith Johnsen, Mayor
(Name and Title of person having authority to make application)

211 Hillcrest Avenue, Marina CA 93933 (408) 384-3715
(Street address and business telephone number)

hereby makes application to the United States pursuant to Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387), as amended, and in accordance with the rules and regulations of the Department of the Interior, for the transfer of the following property which has been declared surplus by the General Services Administration and is subject to assignment to the Secretary of the Interior for disposal for public park or recreation purposes:

Main Parade Field is an 8 acre facility bound by Twelfth Street to the north and Third Avenue to the east. The Sports Arena is a 3 acre facility bound by Ninth Street to the north, Second Avenue to the east, and Eighth Street to the south. Stillwell Hall is a 77 acre facility bound by Beach Range Road to the southeast and the Pacific Ocean to the north and west. Twelfth Street Tennis Courts is a 2 acre facility bound by Twelfth Street to the south and Third Avenue to the west. Second Avenue Tennis Courts is a 1 acre facility bound by Second Avenue to the east, and Third Street to the south. Abrams Park is a 27 acre facility bound by Abrams Place to the north and Imjin Road to the south. Passive Park/Future Sports Complex is an 120 acre facility bound by Inter-Garrison Road and Schoonover Residential Development to the north, Abrams Drive to the northwest, Travel Camp to the east, and informal training grounds to the south and east.

The property is more fully described in Part B of this application, attached hereto and made a part thereof.

Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

1. This application and its acceptance by the Department of the Interior shall constitute the entire agreement between the Applicant and the Department of the Interior, unless modified in writing signed by both parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for non-performance of the agreement resulting from the acceptance of this application.
3. It is understood that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume possession of the property within 15 days of any written request given by the Department of the Interior after the property has been assigned to the Department of the Interior by the General Services Administration. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 A.M., local time, of the 16th day after such request by the Department of the Interior. The word "possession" shall mean either actual physical possession or constructive possession.
5. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Federal Government in lieu of taxes.
6. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
7. The Applicant shall on a mutually agreeable date not later than 30 days after the property has been assigned to the Department of the Interior, or such longer period as may be agreed upon in writing, tender to the Department of the Interior the purchase price, if a purchase price is due.

8. Conveyance of the property shall be accomplished by an instrument, or instruments, in form satisfactory to the Department of the Interior without warranty, express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:
- A. That the Grantee shall forever use the property in accordance with its application and the approved Program of Utilization included in Part B of this application.
 - B. That the Grantee shall, within six months of the date of the signing of the Deed of Conveyance, erect and maintain a sign or marker near the point or principal access to the conveyed area indicating that: the property is a park or recreation area; has been acquired from the Federal Government for such use; is or will be made available for use by the general public.
 - C. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved program mentioned under the above Item A through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior is obtained in writing to such agreements.
 - D. The Grantee shall prepare biennial reports setting forth the use made of the property during the preceding two-year period and submit it to the appropriate Regional Office of the National Park Service (whose return address appears on the transmittal letter to you) for ten consecutive reports, and as further determined by the Secretary of the Interior.
 - E. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
 - F. The Federal Government shall have the right to reserve all oil, gas, and mineral rights.
 - G. Title to the property transferred shall revert to the United States at its option in the event of non-compliance with any of the terms and conditions of disposal.

9. The Program of Utilization included in Part B of the application may be amended at the request of either the Applicant or the Federal Government with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and shall be consistent with purposes for which the property was transferred. The Applicant further agrees to furnish such data, maps, reports, and information as may be needed by the National Park Service.
10. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole costs and expense. The Federal Government will, however, cooperate with the Applicant or its authorized agent in this connection and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgements in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Federal Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
11. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be recorded within 30 days of their receipt in the manner prescribed by local recording statutes at the Applicant's expense.
12. "Assurance of Compliance with the Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964:"

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The Applicant agrees that (1) the program for or in connection with which any property covered by this application as transferred to the Applicant will be conducted in compliance with, and the Applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the Applicant is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be

subject in all respects to the provisions of said regulations; (3) the Applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; and (5) this agreement shall be binding upon the successors and assigns of the Applicant.

13. "The applicant agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

It is agreed that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States, incorporating the substance of the foregoing agreement such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition and (b) a covenant running with the land.

Edith Johnson
(Signature)

Mayor

(Title)

7/28/93
(Date)

211 Hillcrest Avenue, Marina CA 93933
(Address of Applicant)

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this 21st
day of September, 19 93.

U. S. DEPARTMENT OF THE INTERIOR

By Ray Murray

PART B.**1. DESCRIPTION OF PROPERTY**

- A. A legal survey of the properties is unavailable at this time. The City of Marina intends to prepare a legal survey of the properties upon notification of approval of transfer of the title to the properties.
- B. The maps provided in Attachment A depicts the physical boundaries of each location and existing roads serving the facilities. The following information provides a written discussion of the location of each of the facilities.

Main Parade Field: Bound by Twelfth Street to the north, Third Avenue to the east, a parking lot and baseball diamond to the south, and Martinez Hall to the west.

Sports Arena: Bound by Ninth Street to the north, Second Avenue to the east, Eighth Street to the south, and an indoor swimming pool to the west.

Stillwell Hall: Bound by Beach Range Road to the southeast, and the Pacific Ocean to the north and west. This facility is located west of Highway 1 at the intersection of Eighth Street and Quartermaster Avenue.

Twelfth Street Tennis Courts: Bound by a Patton Park residential neighborhood and play area to the north, a child development center and undeveloped land to the east, Twelfth Street to the south, and Third Avenue to the west.

Second Avenue Tennis Courts: Bound by service buildings to the north, Second Avenue to the east, Third Street to the south, and residential units to the west.

Abrams Park: Bound by Abrams Drive to the north, Imjin Road to the south and Abrams Park Residential Development to the north, east and west.

Passive Park/Future Sports Complex: Bound by Inter-Garrison Road and Schoonover Residential Development to the north, Abrams Drive to the northwest, Travel Camp to the east, and informal training grounds to the south and east.

- C. In accordance with applicable laws, rules and regulations pertaining to the conveyance of surplus military property, the City of Marina is requesting a public conveyance of all land, land interests (i.e. leases, easements, licenses, permits, etc.) buildings, fixtures, appurtenances, personal property, and utilities and infrastructure improvements comprising the properties and its environs. The following is the physical description of each of the facilities:

Main Parade Field: This facility is the main parade ground at Fort Ord and is adjacent to Martinez Hall. The City requests full conveyance of all rights, title and in interest in approximately 8 acres as depicted in Attachment A, including easements for public utilities and roadways, leaseholds and mineral and water rights. The City requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the site, including natural gas and electrical transmission lines and distribution systems, water wells, storm drains and drainage system. There are 8 portable bleachers that can accommodate up to 300 people, a flag poll, and several large pine and sycamore trees surrounding the field. A parking lot accommodating approximately 150 vehicles is located adjacent to the site and is included in this conveyance request. (See Attachment B)

Sports Arena: This arena consists of a 31,000 square foot wooden structure. The City requests full conveyance of all rights, title and in interest in approximately 3 acres as depicted in Attachment A, including easements for public utilities and roadways, leaseholds and mineral and water rights. The City requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the site, including natural gas and electrical transmission lines and distribution systems, water wells, storm drains and drainage system, and the military telephone system on the site. The building was constructed in 1946 and currently provides basketball, volleyball, weight training, handball and squash facilities for Fort Ord troops. The structure has 1 main pavilion area that includes 3 regulation side-by-side basketball courts (6 permanent hoops and 2 drop-down hoops). The basketball courts can also be used as volleyball courts. A weight training area is located west of the courts. The arena also contains permanent pull-down bleachers and a few aluminum portable bleachers. Flanking the main pavilion area are men's and women's locker rooms, restrooms with saunas, storage rooms, and offices. The women's restroom contains a private weight training facility. The facility also contains a box office. Parking is available on both sides of the building for approximately 60 vehicles and is included in this conveyance request. (See Attachment B)

Stillwell Hall: This facility was constructed in 1941. The City requests full conveyance of all rights, title and in interest in approximately 77 acres as depicted in Attachment A, including easements for public utilities and roadways, leaseholds and mineral and water rights. The City requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the site, including natural gas and electrical transmission lines and distribution systems, water wells, storm drains and drainage system, and the military telephone system on the site. The building embodies distinctive characteristics of both the Mission Revival and Spanish Hacienda Styles in American architecture. The historical significance of the building is discussed in Part B-1.E of this application. The building has a red tile roof, a covered

veranda, and adobe bricks covering portions of the exterior. The facility has expansive views across Monterey Bay. Stillwell Hall is presently used as a community center. The facility contains original murals located in the tap room and meeting rooms that were installed in the 1940's. The building has been poorly maintained in the past few years resulting in decaying mortar, brick and rusting reinforcement bar in the concrete. In 1984, the army built a concrete/rock retaining wall to delay the ongoing erosion of the sand dune the building was erected on. The retaining wall is currently in need of repair. Remodeling over the years has somewhat distorted the architectural context of the structure. A parking lot accommodating approximately 135 vehicles is located on the site and is included in this conveyance request. (See Attachment B)

Twelfth Street Tennis Courts: The City requests full conveyance of all rights, title and in interest in approximately 2 acres as depicted in Attachment A, including easements for public utilities and roadways, leaseholds and mineral and water rights. The City requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the site, including natural gas and electrical transmission lines and distribution systems, water wells, storm drains and drainage system. This parcel has 4 tennis courts surrounded by a windbreak and a chainlink fence. The tennis courts are across the street from the Main Parade Field. The tennis courts are not lighted. One parking lot accommodating approximately 15 vehicles is located along Twelfth Street and another parking lot accommodating 150 vehicles is located on the corner of Twelfth Street and Third Avenue. Both are included in this conveyance request. (See Attachment B)

Second Avenue Tennis Courts: The City requests full conveyance of all rights, title and in interest in approximately 1 acre as depicted in Attachment A, including easements for public utilities and roadways, leaseholds and mineral and water rights. The City requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the site, including natural gas and electrical transmission lines and distribution systems, water wells, storm drains and drainage system. This parcel has 4 tennis courts surrounded by a windbreak and a chainlink fence. The tennis courts are lighted. Parking is available on the surrounding streets. (See Attachment B)

Abrams Park: The City requests full conveyance of all rights, title and in interest in approximately 27 acres as depicted in Attachment A, including easements for public utilities and roadways, leaseholds and mineral and water rights. The City requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the site, including natural gas and electrical transmission lines and distribution systems, water wells, storm drains and drainage system. This facility was constructed in 1982 as part of the Abrams Park housing development. There are 4 baseball fields, 1 football/soccer field, 1 kickball area, 1 handball court, 4 tennis courts, and 1 basketball court. (See Attachment B)

Passive Park/Future Sports Complex: The City requests full conveyance of all rights, title and in interest in approximately 120 acres as depicted in Attachment A, including easements for public utilities and roadways, leaseholds and mineral and water rights. The City requests full conveyance of all government owned utilities and infrastructure improvements located on or connecting with the site, including natural gas and electrical transmission lines and distribution systems, water wells, storm drains and drainage system. This facility is currently used for informal training exercises. The site currently has several hundred mature oak trees, dirt roads and utility lines throughout it. (See Attachment B)

- D. Photographs of the seven sites were taken on Monday, July 12, and Wednesday, July 21, 1993. Please refer to Attachment B for the photographs showing each site.
- E. All seven sites were evaluated to see if they were on, nominated to, or eligible for nomination to the National Register of Historic Places. Per discussions with the National Parks Service, the State Office of Historic Preservation, and the Fort Ord Department of Engineering and Housing, Stillwell Hall was found to be eligible for the National Register of Historic Places under the following criteria: Stillwell Hall qualifies under "Criteria A" because of its association with the training and demobilization of troops who fought in both the Second World War and the Korean Conflict. Many soldiers had their first and last contact with the military at both Fort Ord and Stillwell Hall, and were influenced greatly by their experiences. Both of these conflicts have helped to shape our relationship with the Far East (Japan, China and Korea) and are important for our understanding of the present world political situation.

Stillwell Hall also qualifies under "Criteria B" because of its association with lives of persons significant in our past. General Joseph Stillwell (whom the building was named after) was an extremely important figure in the development of the United States' relationship with China. General Stillwell and General Frank Dorn led Chinese and American Forces in Burma fighting the Japanese in the Second World War. In addition, General Stillwell was the American military liaison with Generalissimo Chiang-Kai Shek's Government in China during the Second World War. This liaison helped to shape our relationship with Taiwan and the Republic of China up to the present.

Finally, Stillwell Hall qualifies under "Criteria C" as embodying the distinctive characteristics of the Mission Revival Style in American architecture. Stillwell Hall is an excellent example of the Mission Revival Style both on the interior and the exterior and is significant because of its scale and integrity. The building form is classic with a red tile roof, a covered veranda in front, and adobe bricks covering portions of the exterior. The interior is characterized by large open spaces (i.e. a large ballroom), a walk-in fireplace, and a large tap room. There are murals in the tap room and in the reading room. There are five fireplaces in the interior, one of which has plaster cast heads attached to the mantle.

None of the other sites are on, nominated to, or eligible for nomination to the National Register of Historic Places.

2. NEED

In order to accommodate future population growth, the City is dedicated to providing recreation opportunities for its citizens. There is a current and future need for additional tennis courts, football/soccer fields, baseball fields, and indoor/outdoor basketball and volleyball courts and picnic areas which are currently available at the Fort Ord Main Parade Field, Sports Arena, Twelfth Street and Second Street Tennis Courts, Abrams Park, and Passive Park/Future Sports Complex. The City of Marina is additionally in need of a community center such as Stillwell Hall to hold classes, programs, dances, concerts, and meetings.

The City of Marina General Plan-Section 3.2 states the following recreation goals:

- Encourage passive recreation opportunities on the beach and sand dune areas;
 - Encourage and support recreational and visitor oriented activities;
 - Encourage the use of Marina State Beach to the extent possible so as not to degrade the quality of the dunes and shores;
 - Provide at least five acres of recreation and park space per thousand population;
 - Recreational open space should be within one-half mile of user population where possible; and
 - Parks should be located so that the user population does not cross major arterials to enjoy their use.
- A. There are 5 existing City-owned park and recreation facilities in the City of Marina. The following is a description of the type, location and description of the existing City park and recreation facilities.

Marina City Park: Located at 3200 Del Monte Boulevard in the City of Marina. This facility is approximately 4.8 acres and contains a community building, picnic area, horse shoe pits, park benches, playground, restrooms, and a barbecue. The community building provides space for evening rentals and contract classes.

Civic Center Park: Located at 211 Hillcrest Avenue in the City of Marina. This facility is approximately .33 acres and has a 6000 square foot community center building, a playground, and restrooms. The Youth Center was built in 1982 on the east side of the community center building. This facility hosts the majority of the recreation classes and civic functions.

Glorya Jean Tate Park: Located on the corner of Abby Way and Cordoza Road in the City of Marina. This facility is approximately 3.9 acres, 3.4 of which are lawn and scrub. This facility contains a soccer/football field, baseball field, community building, picnic area, playground, restrooms, open space, and lighted parking lot.

Locke-Paddon Park: Located on the corner of Reservation and Del Monte Boulevard in the City of Marina. This facility is approximately 17.4 acres and contains a picnic area, stone amphitheater which seats approximately 200 people, restrooms, open turf, pedestrian trails, and a wildlife preserve.

Los Arboles Sports Complex: Located at 327 Reindollar Avenue in the City of Marina. This facility is approximately 6 acres and contains the City's only outdoor lighted sports facility. The facility contains a lighted baseball field, batting cage, soccer field, snack bar, community building, restrooms, open turf, and four public tennis courts. The City's Parks & Recreation Department seasonally hosts a men's fastpitch leagues and tournaments, men's socko and co-ed slow pitch softball at this facility.

The City of Marina utilizes three school playgrounds (Vista, Olson, and Del Mar) for after school activities and the Los Arboles Middle School Gym for evening programs (adult basketball program, karate, and volleyball). Additionally, the City annually holds the following special events: Marina 5 Miler and Easter Egg Hunt, Children's Christmas Party, Bicycle Rodeo, Jr. Olympics, Pass, Punt and Kick Competition, Elks Lodge Hoops Shoot, Pepsi Hot -Shot and various youth basketball and football leagues.

The City of Marina Parks and Recreation Department offers the following classes or programs on a contract basis: Jazzercise, Senior Aerobics, Ballroom Dancing, Children's Day Care, Dance and Twirl, Ballet, Tennis, Martial Arts, Dog Training, Yoga, Weight Watchers and Square Dancing.

In addition to the City's facilities, the State of California owns and operates Marina State Beach which is located at the terminus of Reservation Road west of Highway 1. Marina State Beach contains approximately 165 acres of park and open space.

- B. The City of Marina Department of Public Works has prepared the Park Facilities Plan (November, 1991) for expansion of the existing City's parks and recreation system. There are currently four projects being considered under the Park Facilities Plan, they include: expansion of Glorya Jean Tate Park, expansion of Los Arboles Sports Complex, construction of Monterey Bay Estates Park, and construction of Armstrong Ranch Park. The following is a detailed description of the planned park facilities.

Glorya Jean Tate Park: Expansion of this existing park facility is planned by for the construction of field lighting and a restroom/concession facility. The total project cost would be \$400,000. The project would be completely funded by the Park Facilities Improvement Fee.

Los Arboles Sports Complex: Plans to expand this existing park facility call for the construction of additional tennis courts and a parking lot. The total project cost (including a \$400,000.00 land acquisition fee) would be \$667,000.00. The project would be completely funded by the Park Facilities Improvement Fee.

Monterey Bay Estates Park: Plans for this new park facility include construction of tennis courts, a tot lot, restrooms, landscaping, a turf irrigation system, and parking. The total project cost would be \$665,000. The project would be completely funded by the Park Facilities Improvement Fee.

Armstrong Ranch: A new park facility is planned with construction of 13.5 acres of passive and active uses such as ball fields, lighting facilities, restrooms, tennis courts, tot lots, benches, tables, pathways, landscaping, and a turf and irrigation system. The total project cost would be \$4,064,000. The project would be completely funded by the Park Facilities Improvement Fee.

- C. The City of Marina is located in northern Monterey County on the Monterey Peninsula. The current population of the City of Marina is 26,300. (Source: California Department of Finance, May, 1992). This figure is expected to decline to 11,070 by the year 1995 due to the effects of the closure of Fort Ord. As the reuse of Fort Ord is developed, the City of Marina is expected to absorb a large proportion of the population due to its location and cost of housing. As a result, the population of the City of Marina is expected to increase to 28,700 by the year 2000, and 33,500 by the year 2015. (Source: Association of Monterey Bay Area Governments, March 13, 1992).
- D. City of Marina residents have participated in recreational opportunities offered by the City Recreation Department. The 1992 Recreation Department Attendance Report for parks and recreation facilities indicates that the attendance for 1992 was 73,346 participants. Ten to fifteen percent of the participants are from outside the Marina city limits (Monterey Peninsula and Salinas Valley). The following are annual attendance figures from 1985 to 1992.

<u>1985</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
69,242	65,586	61,725	56,517	58,143	69,393	72,138	73,346

- E. The proposed properties provide excellent accessibility to the residents of the City of Marina and the surrounding communities (Monterey Peninsula and Salinas Valley). All of the seven facilities are within minutes of the City of Marina. All of the seven sites are accessible from Highway 1 and Twelfth Street.

The sites all combine excellent access with proximity to several population centers in Marina and the surrounding communities. The following is a listing of the accessibility of acquisition site to population centers in the City of Marina.

Main Parade Field: Located 1.5 miles from the City of Marina population center. The site is accessible from Highway 1, Twelfth Street and Third Avenue.

Sports Arena: Located 1.5 miles from the City of Marina population center. The site is accessible from Highway 1, Twelfth Street, Ninth Street, and Second Avenue.

Stillwell Hall: Located 2 miles from the City of Marina population center. The site is accessible from Highway 1 and Beach Range Road.

Twelfth Street Tennis Courts: Located 1.5 miles from the City of Marina population center. The site is accessible from Highway 1, Twelfth Street, and Third Avenue.

Second Avenue Tennis Courts: Located 2 miles from the City of Marina population center. The site is accessible from Highway 1, Twelfth Street, Main Gate, and Second Avenue.

Abrams Park: Located 3 miles from the City of Marina population center. The site is accessible from Highway 1, Twelfth Street, Reservation Road, Imjin Road and Abrams Drive. Monterey-Salinas Transit currently runs a bus line along Abrams Drive.

Passive Park: Located 3 to 4 miles from the City of Marina population center. The site is accessible from Highway 1, Twelfth Street, Reservation Road, Imjin Road, and Inter-Garrison Road.

- F. As indicated in Part B-2.C of this application, there will be an increasing need for additional recreational opportunities in the City of Marina to achieve the goal of the City's General Plan. As indicated in Part B-2.A of this application, the existing recreational opportunities in the City are limited and do not include weight training facilities, handball courts, and only 1 football/soccer field and 4 tennis courts. The City currently has several unmet needs for recreation facilities. The Park Facilities Plan (Part B-2.B of this application) will partially fulfill the current recreational needs

of the City. The additional current and future deficiencies in the City's park and recreational facilities would be ameliorated by obtaining the Fort Ord facilities.

The existing City parks and recreation facilities had ~~73,346 attendees in 1992~~. As the City of Marina grows, the need for additional parks and recreation facilities will increase.

Approximately forty percent of the anticipated growth will occur as infill of vacant or under utilized parcels within the developed portions of Marina. Sixty percent of the growth would result from residential development of the 249-acre portion of the Armstrong Ranch within City Limits. It is the City's policy for new residential developments which generate additional park and recreation needs to finance the cost of providing the necessary facilities to meet those needs. It is the City's objective to distribute the cost of the park facilities among the developing properties in an equitable manner. A Park Facilities Improvement Fee for new residential development is charged on the number of bedrooms per dwelling unit as follows:

<u>TYPE OF DWELLING UNIT</u>	<u>FEE PER UNIT</u>
1 Bedroom	\$1,181.00
2 Bedroom	\$1,574.00
3 Bedroom	\$1,968.00
4 Bedroom	\$2,755.00

The City requires the fee be paid prior to issuance of any building permit for new development within the City pursuant to Chapter 15.50 of the Marina Municipal Code.

The City of Marina welcomes the opportunity of adding park and recreation facilities to their community. The public conveyance request of 4 sets of tennis courts will fulfill the City's current and future need of tennis courts. The City currently has one set of tennis courts for a population of 26,000. The indoor Sports Arena will provide volleyball, basketball, weight training, handball and squash facilities. The City currently utilizes school playgrounds and gyms for these activities. The Main Parade Field will provide an additional soccer/football field for future recreational needs. The City currently has only 1 football/soccer field. Abrams Park and the Passive Park/Future Sports Complex will provide baseball, softball, basketball, football/soccer, kickball, and handball. The City has a current and future unmet need for these recreational facilities. Stillwell Hall would provide a much needed community center for recreational classes. The City currently provides several classes and is in current and future need of an additional community center.

- G. The annual volume of anticipated public use and the design capacity for each facility is indicated below:

Main Parade Field: The capacity of Main Parade Field is dependent upon the type of use proposed. Sporting activities (football/soccer) on the field would accommodate up to 52 players, plus additional numbers of coaches and spectators. The portable aluminum bleachers can accommodate up to 300 people. Approximately 20,000 people per year are anticipated to use this facility.

Sports Arena: The Sports Arena has three basketball/volleyball courts, a weight training area, handball and squash facilities (approximately 50 players). Additionally, the arena can accommodate up to 200 spectators. Approximately 35,000 people per year are anticipated to use this facility.

Stillwell Hall: Stillwell Hall has 1 large ballroom and 4 meeting rooms. The entire facility can accommodate up to 2,000 people. The parking lot provides approximately 135 parking spaces. Approximately 35,000 people per year are anticipated to use this facility.

Twelfth Street Tennis Courts: This facility can accommodate up to 16 players at one time assuming doubles are played in each of the 4 courts. Approximately 5,000 people per year are anticipated to use this facility.

Second Street Tennis Courts: This facility can accommodate up to 16 players at one time assuming doubles are played in each of the 4 courts. Approximately 5,000 people per year are anticipated to use this facility.

Abrams Park: This park contains 4 baseball fields, 1 football/soccer field, 1 kickball area, 1 handball court, 4 tennis courts, and 1 basketball court. All of the recreational uses can accommodate up to approximately 200 players at one time (plus additional numbers of coaches and spectators). Approximately 25,000 people per year are anticipated to use this facility.

Passive Park/Future Sports Complex: This facility is planned to be used as a passive park until the year 2003 (or longer). The park facilities will include hiking trails, picnic tables, barbecues, and park benches. The passive park will accommodate hundreds of people. Approximately 20,000 people per year are anticipated to use this facility.

Between the years 2003 and 2025 the City plans to build a Sports Complex on this site. The Sports Complex will have 2 baseball fields, 1 soccer/football/track field, 1 basketball court, 1 volleyball court, 4 tennis courts, a concession stand, and restrooms. The park will also include hiking trails, picnic tables, barbecues and park benches. This facility will accommodate hundreds of people. Approximately 45,000 people per year are anticipated to use this facility.

3. SUITABILITY OF THE SITE FOR PROPOSED USE

The suitability of each of the sites for the proposed use are described below:

Main Parade Field: The field has adequate public access and is adjacent to a parking lot for approximately 150 vehicles. The site has approximately 8 acres of usable land for soccer/football fields. There are currently no constraints on this land use. The site is located within 1.5 miles from the existing City of Marina population center.

Sports Arena: The Sports Arena has adequate public access and provides a parking lot for up to 60 vehicles. The 31,000 square foot structure is suitable for the proposed sporting activities. There are currently no constraints on this land use. The site is located within 1.5 miles of the existing City of Marina population center. The proposed land use will remain the same as the existing land use.

Stillwell Hall: Stillwell Hall has adequate public access and provides a parking lot for up to 135 vehicles. The site has approximately 77 acres of usable land and a structure designed to accommodate up to 2,000 people. The proposed use of the site will not change as it will remain a community center. There are currently no constraints on this land use.

Twelfth Street Tennis Courts: The tennis courts are in an easy public access location and provide a parking lot for up to 165 vehicles. The courts are located on two acres and can accommodate up to 16 tennis players. There are currently no constraints on this land use.

Second Street Tennis Courts: The tennis courts are in an easy public access location. The courts are located on approximately 1 acre and can accommodate up to 16 players. There are currently no constraints on this land use.

Abrams Park: The 27 acres of usable land has adequate public access. The facility is suitable for the various sporting activities. The park is located on a landfill and the ball fields have settled. The park is located within 3 miles of the City of Marina population center.

Passive Park/Future Sports Complex: The 120 acre site is suitable for a passive park and a future sports complex due to its size and proximity to the City of Marina, the Monterey Peninsula and Salinas Valley. The site is accessible from Reservation Road/Imjin Gate and Highway 1/Twelfth Street Gate.

- A. The following provides the physical characteristics of the sites and their relation to development of the area:

Main Parade Field: This field is bound by Martinez Hall, a baseball field, a vacant lot and a parking lot. The proposed uses for the field will not conflict with surrounding land uses (baseball field, tennis courts, Martinez Hall). The site is located within the Marina city limits. Monterey Peninsula College has also requested conveyance of the Main Parade Field.

Sports Arena: This indoor sports arena is located adjacent to an indoor swimming pool to the west, barracks and parking lots to the north and south, and service facilities to the east. This indoor sports facility is compatible with surrounding uses and will not create any land use impacts. The site is located within the Marina city limits. There are no conflicts with other agencies with this conveyance request.

Stillwell Hall: This facility is located adjacent to the Pacific Ocean, a sewage treatment plant to the northeast, and vacant land to the south. This facility is located on sand dunes and the topography is generally flat. A retaining wall was built in 1984 because the underlying dunes were being undermined by the Pacific Ocean. The uses associated with a community center are compatible with surrounding open space and coastal land uses. The site is located within the Marina city limits. The California State Parks Department has additionally requested public conveyance of this property.

Twelfth Street Tennis Courts: This facility is located on flat land surrounded by Patton Park residential units to the west, Main Parade Field to the south, a child development center to the east, and a play area to the north. The uses associated with tennis courts are compatible with the residential units, Main Parade Field, and the Child Development Center land uses. The site is located within the Marina city limits. There are no conflicts with other agencies with this conveyance request.

Second Avenue Tennis Courts: This facility is located on flat land which is surrounded by residential units and service buildings. The uses associated with tennis courts are compatible with the residential units and service buildings. The site is located within the Marina city limits. There are no conflicts with other agencies with this conveyance request.

Abrams Park: This facility is surrounded by open space (landfill) to the south and Abrams Park residential neighborhood to the north, east and west. The park was built on a landfill and has experienced fill settling resulting in uneven playfield surfaces and cracked and heaved court surfaces and walkways. The park is surrounded by dense pine trees and scrubs and is located on a knoll above Abrams Park residential units. The location of a sports field park adjacent to a landfill and residential units does not create land use conflicts. The site is located

within the Marina city limits. There are no conflicts with other agencies with this conveyance request.

Passive Park/Future Sports Complex: This facility is located on rolling hills which is surrounded by open space to the south and east and Schoonover Park Residential Development to the north. The Passive Park/Future Sports Complex will not create land use conflicts with surrounding uses due to its location which is adjacent to open space and residential units. Although the site is not located within the Marina city limits, a portion of the site is within the City's Sphere of Influence. There are no conflicts with other agencies with this conveyance request.

- B. No outstanding easements or encumbrances are known to exist on the seven sites. All of the properties are entirely within the boundaries of Fort Ord.
- C. The following is a list of physical improvements on each of the properties.

Main Parade Field: The property is currently landscaped with grass and large pine and sycamore trees. Water, sewer, power and telephone lines are adjacent to the site. The property contains 8 portable aluminum bleachers, a flag pole, portable bathrooms, and a paved parking lot.

Sports Arena: The building is surrounded by a landscaped grass and scrub area. The site contains a paved parking lot and sidewalks leading to the facility. The facility is 31,00 square feet and contains lights, wooden floor, weight equipment, boxing equipment, lockers, locks, nets, basketball backboards and hoop nets, bleachers, washers, dryers, towels, balls, chairs, desks, tables, telephones, and supporting equipment. All power, heat, light, water, fire alarm suppression system, telephone lines are also on the property.

Stillwell Hall: This 17,500 square foot building is located on 77 acres on a sand dune. The building contains furnishings, chairs, tables, lights, office equipment, telephones, desks, paintings, stage equipment, wooden bar, photographs, curtains, and a covered storage area. A retaining wall is located on the eastern portion of the building. A 135 vehicle paved parking lot and Beach Range Road are located east of the building. All power, heat, light, water, fire alarm suppression system, telephone lines are also on the property.

Twelfth Street Tennis Courts: The property is paved for tennis courts with nets, locks, sidewalks and parking spaces. A windbreak and chainlink fence surround the tennis courts.

Second Avenue Tennis Courts: The property is paved for tennis courts with nets, locks, lights and sidewalks. A windbreak and chainlink fence surround the tennis courts. Power lines for lights are also provided.

Abrams Park: This property has football goal posts on a grass field, paved basketball courts with hoops, portable aluminum bleachers, backstop, playground equipment, fencing, nets, windbreaks, a paved parking lot, four baseball playing fields, dug outs, chainlink fencing and a smashball board. The property additionally has a water sprinkler system.

Passive Park/Future Sports Complex: This property currently has hundreds of mature oak trees, a major roadway in the northern portion of the site, power lines and dirt roads.

- D. All seven of the facilities are currently accessed exclusively through the Fort Ord road system. Access to Fort Ord road system is currently through five active gates which restrict access to the Military Reservation. The existing road system is characterized as having insufficient capacity on several major roads and an overall street pattern that is too circuitous, leading to safety and congestion problems. All of the various alternatives for reuse of the post would require the construction of a new roadway system (Fort Ord EIS). Attachment C provides a vicinity map depicting the road systems servicing the subject properties.

State Route 1 is a 4 lane freeway which runs north-south through the Monterey Peninsula with freeway interchanges providing access to the Twelfth Street Gate, the Main Gate and Reservation Road. State Route 1 in the vicinity of Fort Ord generally operates at a Level of Service "C".

Public transportation is provided by Monterey-Salinas Transit (MST). MST currently has one bus line that runs along Abrams Drive.

- E. Stillwell Hall is the only facility out of the seven properties that contains an outstanding scenic and/or historic resource. Stillwell Hall was found to be eligible for the National Register of Historic Places. The historical significance of Stillwell Hall is discussed in Part B-1.E of this application. Stillwell Hall is located on a bluff overlooking the Pacific Ocean. The building has several rooms that have expansive views across Monterey Bay.
- F. Public access to Fort Ord is currently regulated through gated entrances. These entrances to Fort Ord provide access from north and south via Highway 1, and from west and east via Highway 218 and 68. All of the sites except for Abrams Park and the Passive Park/Future Sports Complex would use the Highway 1-Twelfth Street entrance to Fort Ord. Access to Abrams Park and the Passive Park/Future Sports

Complex sites is from the Imjin Gate entrance located off Reservation Road in Marina. The following is a listing of the streets adjacent to each of the properties:

Main Parade Field: Twelfth Street and Third Avenue.

Sports Arena: Ninth Street and Second Avenue.

Stillwell Hall: Beach Range Road, Eighth Street, and Fifth Street.

Twelfth Street Tennis Courts: Twelfth Street and Third Avenue.

Second Avenue Tennis Courts: Third Street and Second Avenue.

Abrams Park: Imjin Road and Abrams Drive.

Passive Park/Future Sports Complex: Inter-Garrison Road, Imjin Road, Abrams Drive, and Schoonover Drive.

- G. The City of Marina has determined that five of the seven properties are currently at their highest and best use. Each of the facilities (except the Main Parade Field and the Passive Park/Future Sports Complex), will remain in the originally planned recreational use. The City does not plan to alter any of the sites except where required by safety concerns. It is in the City of Marina's best interest to continue to use the facility for public recreational purposes. Stillwell Hall will continue to be used as a community center available for recreation classes, meetings, and conferences.

The Main Parade Field will be used as a soccer/football field. The City does not have a need to use this area for a parade field. The Passive Park/Future Sports Complex is currently used for informal training exercises. The City proposes to use this area for a passive park from the time of acquisition until the year 2003. Between the years 2003 and 2025, the City will develop 2 baseball fields, 1 football/soccer/track field, 1 basketball court, 1 volleyball court, 4 tennis courts, a concession stand, and restrooms. The park will also include hiking trails, picnic tables, barbecues, and park benches. The Passive Park/Future Sports Complex area has hundreds of mature oak trees throughout the site. The City has determined that this area is suitable for a passive park/future sports complex due to its location, size and tree cover.

4. CAPABILITY

- A. The City of Marina presently has 1 full-time Recreation Department Director who coordinates city-wide recreational activities servicing three area playgrounds, a youth center, and a gymnasium. The Recreation Department Director is assisted by 1 full

time staff member and 8 part-time employees. A 7 member Parks and Recreation Commission meets once a month in the Council Chambers to review programs, park development and related matters and makes recommendations to the City Council for their consideration. The City of Marina has offered numerous classes, programs, and special events since 1984 and has had an average monthly attendance in excess of 6,000 participants.

- B. The proposed source of funds to acquire, develop, operate, and maintain the Main Parade Field, the Sports Arena, the Twelfth Street and Second Street Tennis Courts, Abrams Park and the Passive Park/Future Sports Complex is the General Fund and the Park Facilities Improvement Fee. The proposed City of Marina 1993/1994 annual Interfund Transfers has designated a \$121,147 transfer from the General Fund to the Parks and Recreation Fund for this purpose.

Funds for Stillwell Hall will come from a variety of grant applications (to government agencies and historical groups), volunteer donations, and the General Fund.

- C. The City of Marina currently has 52 full-time employees. The Recreation Department has 1 full-time Director, 1 full-time employee, and 8 part-time employees. The 5 member Marina City Council meets twice a month at a regular meetings. The acquisition of the seven properties may require additional hours from the part-time employees. Additionally, a team of professional help and volunteers may need to be developed to help restore Stillwell Hall. The Recreation Department is able to operate and maintain all seven of the properties as required to serve the needs of the citizens of Marina.
- D. The proposed City of Marina 1993/1994 annual total budget is \$3,579,913. The proposed recreation budget is \$158,647. Parks and Recreation's proposed operations and maintenance budget is \$6,773 (The city can draw from the General Fund for Parks and Recreation operation and maintenance costs). Refer to Attachment E.
- E. Attachment D provides a organizational chart for administration of the Parks Department and its relationship to the City Government.

5. PROGRAM OF UTILIZATION

- A. The City of Marina does not plan to construct any new facilities at the Main Parade Field, Sports Arena, Stillwell Hall, Twelfth Street and Second Avenue Tennis Courts, or Abrams Park. The City will use the 84 acre Passive Park/Future Sports Complex site as a passive park with hiking trails, approximately 100 picnic tables, barbecues, and park benches within the next 10 years. In the future the City plans to develop

the site into a Sports Complex with 2 baseball fields, 1 soccer/football/track field, 1 basketball court, 1 volleyball court, 4 tennis courts, a concession stand and restrooms. The park will continue to also have hiking trails, picnic tables, barbecues, and park benches. The City will attempt to upgrade existing facilities to City standards, if necessary. The City will properly maintain the facilities to the extent that all facilities will attract users and be maintained at a level that users will find pleasing, comfortable and safe. These facilities will be used for their intended purposes.

- B. The following provides the schedule of development/maintenance for each of the facilities.

Main Parade Field: This facility will not be altered by the City of Marina. It shall be maintained as is and be used for sports activities such as football and soccer. There is no revenue or a one time improvement cost associated with the Main Parade Field. The estimated cost for operations and maintenance would be approximately \$5000 per year¹.

Sports Arena: The Sports Arena's main hardwood floor will need to be resurfaced. The plumbing will need to be replaced and the leak in the roof repaired. The cost to fix the floor, plumbing and roof will be approximately \$25,000 to \$30,000. The City proposes performing these repairs within one year of acquisition. The estimated cost of operations and maintenance is approximately \$20,000 per year. The revenue for this facility is estimated to be approximately \$15,000 per year¹.

Stillwell Hall: This facility has a roof that leaks, extensive rust in the reinforcement bars embedded in the concrete walls, water damage to the floors, rotting window sills and window frames. The exterior adobe brick has eroded throughout the structure. The retaining wall on the western portion of the property will need to be reinforced. The original oil paintings in the various rooms are slightly damaged, except for the painting behind the bar which has been extensively damaged over the years by drilling holes to accommodate shelves. The cost to upgrade the facility has not been calculated at this time. The revenue for this facility is estimated to be approximately \$11,000 per year. The estimated cost for operations and maintenance is approximately \$39,000 per year¹. The time it would take to upgrade the facility is estimated to be 3 to 5 years.

¹ Estimate from the Report to the City Council City of Marina, dated May 4, 1993 and by the City of Marina Staff.

Twelfth Street Tennis Courts: This facility is presently maintained at a high level allowing immediate use. Only normal court maintenance is required. The revenue for this facility is estimated to be approximately \$5,000 per year. There is no one time improvement cost associated with the Twelfth Street Tennis Courts. The estimated cost for operations and maintenance is approximately \$1,500 per year¹.

Second Avenue Tennis Courts: This facility is presently maintained at a high level allowing immediate use. Only normal court maintenance is required. There is no revenue or a one time improvement cost associated with the Second Avenue Tennis Courts. The estimated cost for operations and maintenance is approximately \$1,000 per year¹.

*schedule
for upgrading
renovation*

Abrams Park: This facility is poorly maintained. All of the playing fields are in poor condition due to its location on a landfill. The tennis courts do not have a net. The basketball courts do not have poles. The concrete paths leading to the residential units have heaved and settled. The cost to upgrade the facility is estimated to be approximately \$75,000. Only normal field maintenance is required. There is no revenue associated with Abrams Park. The estimated cost for operations and maintenance is approximately \$7,000 per year¹.

Passive Park/Future Sports Complex: The City plans to develop this area into a passive park within one year of acquisition. The park will include hiking trails, approximately 100 picnic tables, barbecues, and park benches. This area is presently undeveloped and contains hundreds of mature oak trees. The cost to implement the passive park facilities is approximately \$50,000. Only normal park maintenance is required. There is no revenue associated with the passive park. The estimated cost of operations and maintenance is approximately \$1,000 per year¹.

Between the years 2003 and 2025 the City plans to build a Sports Complex at this site. The Sports Complex will have 2 baseball fields, 1 soccer/football/track field, 1 basketball court, 1 volleyball court, 4 tennis courts, a concession stand and restrooms. The park will also have hiking trails, picnic tables, barbecues, and park benches. The estimated cost to implement the Sports Complex is approximately \$1,000,000. Only field maintenance is required. The revenue is anticipated to be approximately \$50,000 per year. The estimated cost of operations and maintenance is approximately \$20,000 per year¹.

¹ Estimate from the Report to the City Council City of Marina, dated May 4, 1993 and by the City of Marina Staff.

CONVEYANCE REQUEST COST/REVENUE ¹			
SITE	ONE-TIME COST	OPERATIONS & MAINTENANCE	REVENUE
Main Parade Field	-0-	\$5,000/year	-0-
Sports Arena	\$25,000-35,000	\$20,000/year	\$15,000/year
Stillwell Hall	N/A ²	\$39,000/year	\$11,000/year
12th Street Tennis Courts	-0-	\$1,500/year	-0-
2nd Avenue Tennis Courts	-0-	\$1,000/year	\$5,000/year
Abrams Park	\$75,000	\$7,000/year	-0-
Passive Park / Future Sports Complex	\$50,000 ³ \$1,000,000 ⁴	\$1,000/year ³ \$20,000/year ⁴	-0- ³ \$50,000 ⁴
² = At this time, the cost of repairing the facility has not been estimated. ³ = Passive Park ⁴ = Future Sports Complex			

C. Site Development Plan

Main Parade Field: The City proposes no development changes to the Main Parade Field. The field will be used for football and/or soccer.

Sports Arena: The Sports Arena will continue to be used for basketball/volleyball, weight training, handball, and squash. No development changes are proposed by the City of Marina. However, the City will provide immediate funding to refinish the floor, fix the plumbing and the leaks in the roof.

Stillwell Hall: The City proposes to use this facility for a community center. No development changes to the facility are proposed by the City. The City will ensure that the use of the building will protect the historical integrity of the property.

¹ Estimate from the *Report to the City Council City of Marina, dated May 4, 1993 and by the City of Marina Staff.*

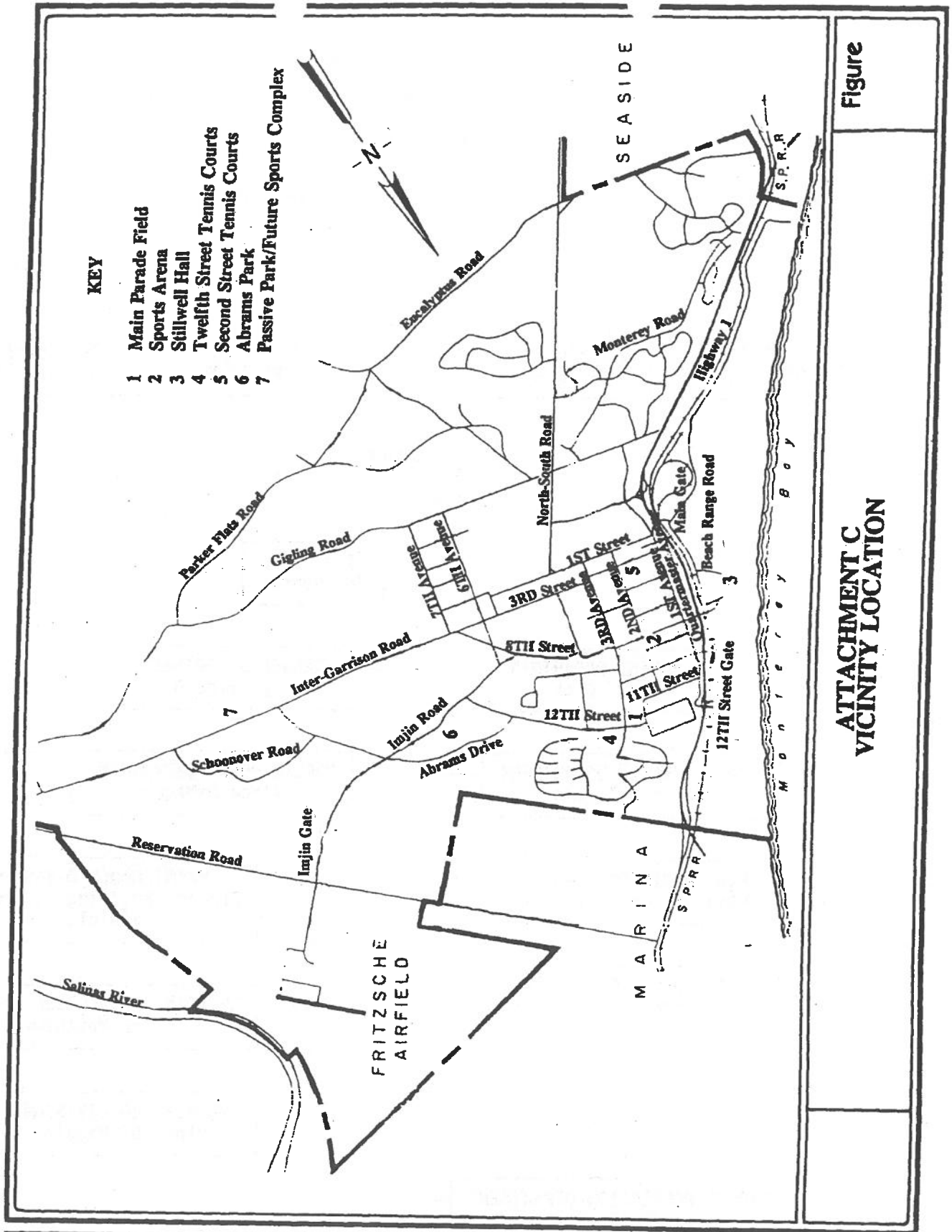
Twelfth Street Tennis Courts: The City proposes no development changes to the tennis courts.

Second Avenue Tennis Courts: The City proposes no development changes to the tennis courts.

Abrams Park: The City proposes no development changes to the baseball fields, football/soccer field, kickball, handball, or basketball courts.

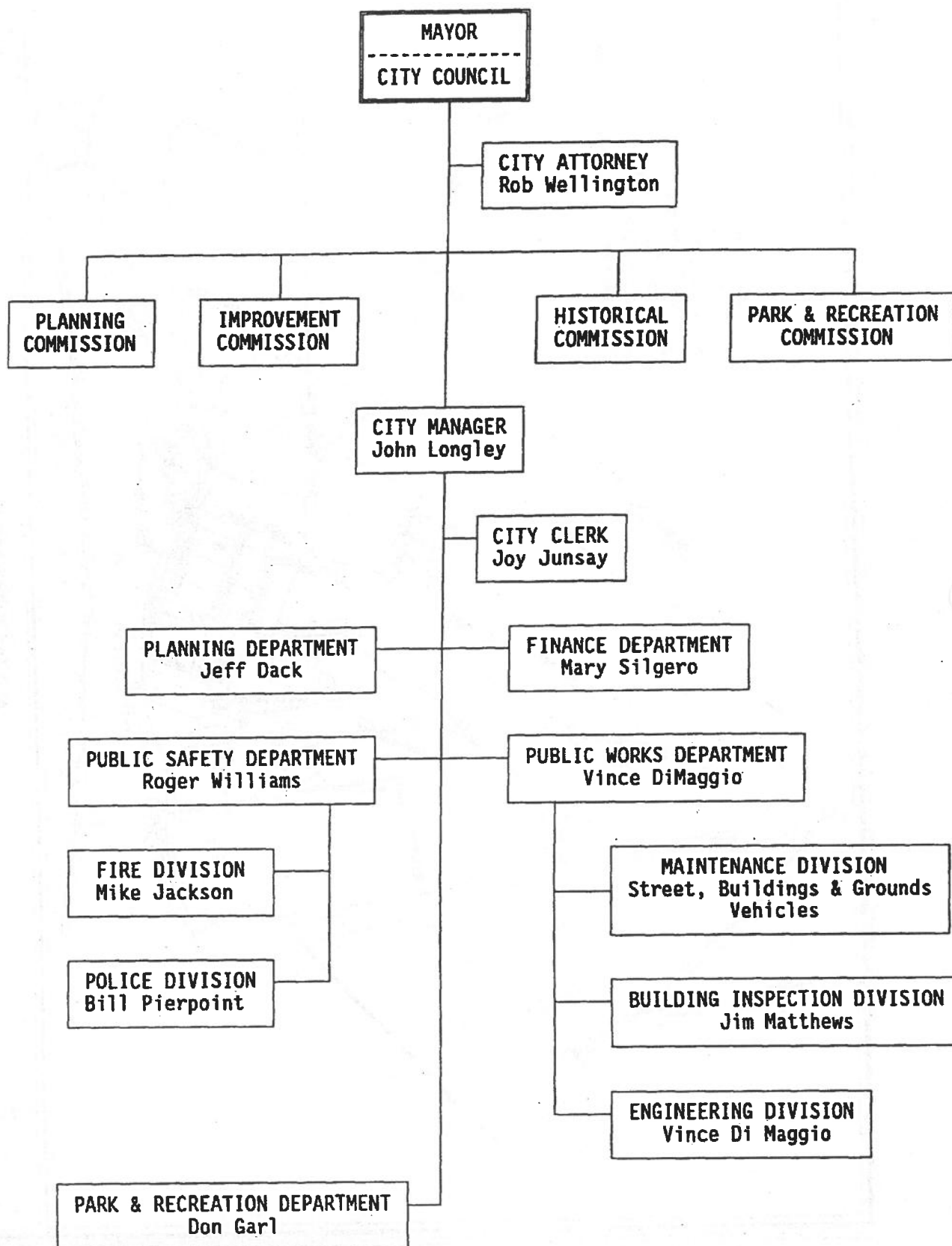
Passive Park/Future Sports Complex: The City proposes to use this site as a passive park within one year of acquisition. The park will include hiking trails, approximately 100 picnic tables, barbecues, and park benches. Between the years 2003 and 2025, the City plans to build a Sports Complex at this site. The Sports Complex will have 2 baseball fields, 1 soccer/football/track field, 1 basketball court, 1 volleyball court, 4 tennis courts, a concession stand and restrooms. The park will also have hiking trails, picnic tables, barbecues, and park benches. Refer to Attachment F for the Sport Complex Site Development Plan.

- D. Six of the seven sites are neither on, nominated to, or eligible for nomination to the National Register of Historic Places. Through discussions with the National Park Service, the State Office of Historic Preservation, and the Fort Ord Department of Engineering and Housing, Stillwell Hall has been found to be eligible for nomination to the National Register of Historic Places. The City of Marina will use Stillwell Hall in a use compatible with the historic integrity of the property.



DENISE DUFFY & ASSOCIATES

ATTACHMENT D



ATTACHMENT L

1993/94 FISCAL YEAR

CASH BUDGET SUMMARY

FUND	REVENUES	TRANSFERS IN	EXPENDITURES	TRANSFERS OUT	1993/94 FY BALANCE	6/30/93 CASH BALANCE	6/30/94 CASH BALANCE
General Fund	\$3,392,413	\$0	\$3,088,345	\$354,068	(\$50,000)	\$271,745	\$227,745
Comm. Development Fund	.....	\$182,921	\$332,921	\$0	(\$0)	.....	\$179,900
Special Gas Tax Fund	\$538,400	\$0	\$495,968	\$4,905	\$37,527	\$1,215,335	\$1,252,862
Traffic Signal Fund	.....	\$0	\$0	\$0	\$45,000	.....	\$355,770
Park & Rec. Fund	\$37,500	\$121,147	\$158,647	\$0	\$0	\$19,632	\$19,632
Street Improvement Fund	.....	\$0	\$464,481	\$0	(\$0)	.....	\$339,225
Park In Lieu Fund	\$3,200	\$0	\$12,000	\$0	(\$8,800)	\$72,100	\$63,300
Park Facility Fund	.....	\$0	\$0	\$0	\$15,500	.....	\$69,045
Economic Development Grant	\$30,000	\$28,722	\$58,722	\$0	\$0	\$0	\$0
General Fund Reserve Fund	\$2,250	\$50,000	\$0	\$0	\$52,250	\$52,910	\$105,160
C.D.B.G. Fund	\$3,900	\$0	\$0	\$28,722	(\$24,822)	\$24,900	\$78
Public Safety Bldg. Fund	.....	\$0	\$171,433	\$0	(\$139,433)	.....	\$567
Habitat Conservation Fund	\$52,314	\$0	\$0	\$0	\$52,314	\$0	\$52,314
Special Projects Fund	.....	\$4,905	\$2,423,971	\$0	(\$1,137,505)	.....	\$496,770
Debt Service Fund	\$72,875	\$0	\$72,650	\$0	\$225	\$48,420	\$48,645
(GRAND TOTALS)	\$6,121,394	\$387,695	\$7,279,139	\$387,695	(\$1,157,745)	\$4,368,757	\$3,211,013

ATTACHMENT L

1993/94 FISCAL YEAR
CITY OF MARINA EXPENDITURE BUDGET

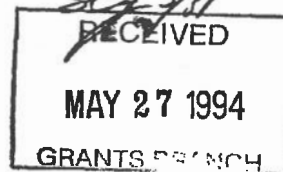
FUND: Parks And Recreation

DEPARTMENT: General Services
(406)

	\$0	APPROVED 92/93 BUDGET	THROUGH 3/31/93	DEPT. DIRECT. REQUEST	C.M. RECOMM.
Permanent Salaries		\$70,308	\$52,324	\$72,492	\$72,492
Temporary Salaries		\$37,100	\$22,691	\$37,100	\$37,100
Retirement		\$0	\$0	\$0	\$0
Group Insurance		\$0	\$0	\$0	\$0
Life Insurance		\$0	\$0	\$0	\$0
(Benefit Offset at)					
42.75%		\$25,200	\$19,057	\$30,991	\$30,991
7.45%		\$2,838	\$1,736	\$2,764	\$2,764
EMPLOYEE SER. TOTAL		\$135,446	\$95,808	\$143,347	\$143,347
Office Supplies		\$150	\$54	\$106	\$106
Repair & Maint. Sup.		\$100	\$56	\$50	\$50
Fuels & Lubricants		\$800	\$0	\$600	\$600
Small Tools & Equip.		\$85	\$123	\$0	\$0
Clothing & Pers. Equip.		\$0	\$0	\$0	\$0
Books & Publications		\$50	\$0	\$0	\$0
Special Dept. Supplies		\$2,800	\$1,578	\$2,507	\$2,507
Street Materials		\$0	\$0	\$0	\$0
Chemicals		\$25	\$0	\$0	\$0
Communications		\$0	\$0	\$0	\$0
Utilities		\$2,300	\$1,807	\$2,300	\$2,300
Rents & Leases		\$0	\$0	\$0	\$0
Maint. Services		\$0	\$0	\$0	\$0
Professional & Spec. Svs.		\$50	\$0	\$0	\$0
Other Contractual Svs.		\$100	\$0	\$0	\$0
				\$0	\$0
Advert. & Legal Publ.		\$1,752	\$472	\$1,000	\$1,000
Travel, Confer. & Mtg.		\$300	\$11	\$0	\$0
Membership Dues		\$110	\$0	\$110	\$110
Training		\$0	\$0	\$0	\$0
Promotional Activities		\$850	\$556	\$100	\$100
Social Services		\$0	\$0	\$0	\$0
Insurance		\$0	\$0	\$0	\$0
Refunds, Awards, & Taxes		\$0	\$0	\$0	\$0
MAINT. & OPER. TOTAL		\$9,472	\$4,657	\$6,773	\$6,773

City of Marina

211 HILLCREST AVENUE
MARINA, CA 93933
TELEPHONE (408) 384-3715
FAX (408) 384-0425



Pete Sly
Manager, Federal Lands To Parks Program
600 Harrison Street, Suite 600
San Francisco, CA 94107-1372

May 25, 1994

Dear Pete:

Per our recent discussions, I am writing to formally request an amendment to the Recreation Conveyance Application filed by the City of Marina to include the horse stables at Fort Ord. Recently, citizens of this community approached our City Council regarding the need to keep the stables open at Fort Ord to provide public recreation and to take advantage of the extensive trail system currently available, particularly in the north-easterly region of the base.

The stables facilitate 82 boarding stalls, several fenced corrals and several wooden structures for storage, tack rooms and office space. The entire stable area encompasses 34.7 acres. The City has been approached by the Marina Equestrian Association (a non-profit organization) regarding a need to operate the stables for community benefit and to make the stables available to military families, as well as the civilian community at large. Recently F.O.R.G. (the Fort Ord Reuse Group) amended the reuse plan to allow the use of a stable in the area it is currently located.

Please find enclosed a Resolution (No. 94-23) of the City Council of Marina authorizing public conveyance of the Fort Ord stables and a map denoting the location of the facility.

If there is anything further that I need to include or follow-up on, please feel free to contact me at (408)384-4636.

Sincerely,

Don Garl
Director, Parks & Recreation

cc: Corps of Engineers, Sacramento
John Longley, City Manager

RESOLUTION NO. 94-23

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MARINA AUTHORIZING
PUBLIC CONVEYANCE OF PARKS AND
RECREATION PROPERTY AT FORT ORD.

-oOo-

Whereas, certain real property owned by the United States, located in the County of Monterey, State of California, has been declared surplus and at the discretion of the Department of Defense, may be assigned to the Secretary of the Interior for disposal for public park or recreation purposes, under the provision of Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387), as amended, and rules and regulations promulgated pursuant thereto, more particularly described as follows:

Equestrian Center is a 33 acre facility bound by Ninth Street on the north to the south, Fifth Avenue to the west, 12th Street to the north and the post stockade to the east.

Now, Therefore, Be It Resolved, that the City of Marina, shall make application to the Secretary of the Interior for and secure the transfer to it of the above mentioned property for said use upon and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the Secretary of the Interior, or his authorized representative, may require in connection with the disposal of said property under said Act and the rules and regulations issued pursuant thereto; and Be It Further Resolved that the City of Marina has legal authority, is willing and is in a position to assume immediate care and maintenance of the property, and that Zaruk Takali, Mayor, be and he is hereby authorized, for and on behalf of the City of Marina to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the Federal surplus property acquisition.

Resolution No. 94- 23
Page 2

PASS AND ADOPTED at a adjourned regular meeting of the City Council
of the City of Marina duly held on the day of May 1994, by the
following vote:

AYES,	COUNCIL MEMBERS: John Wilmot, Loyde Yates, Jim Perrine and Tak Takali.
NOES,	COUNCIL MEMBERS: NONE
ABSENT,	COUNCIL MEMBERS: NONE


Zaruk Takali, Mayor

ATTEST:


Joy P. Bunsay, City Clerk

City of Marina

211 HILLCREST AVENUE
MARINA, CA 93933
TELEPHONE (408) 384-3715
FAX (408) 384-0425

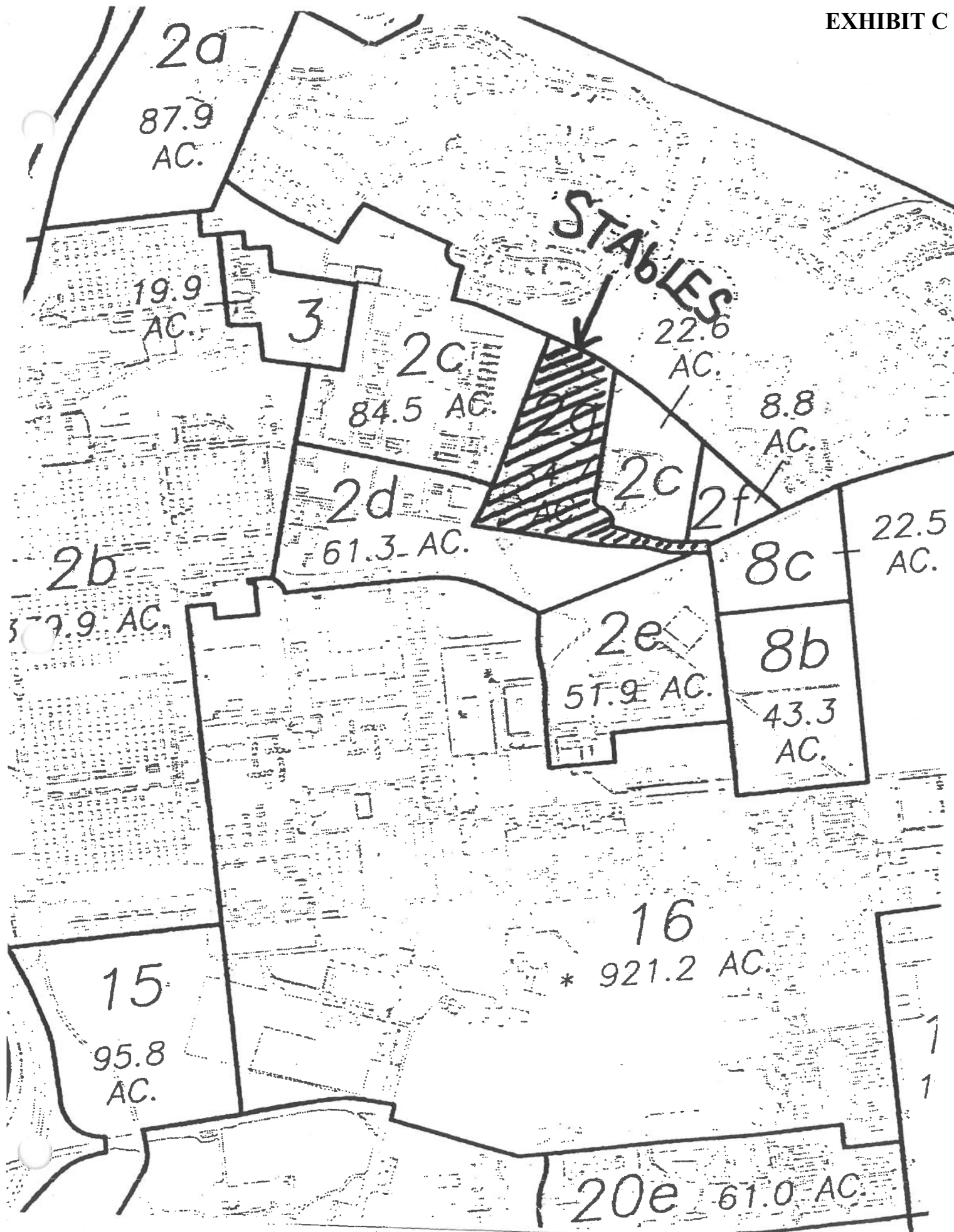


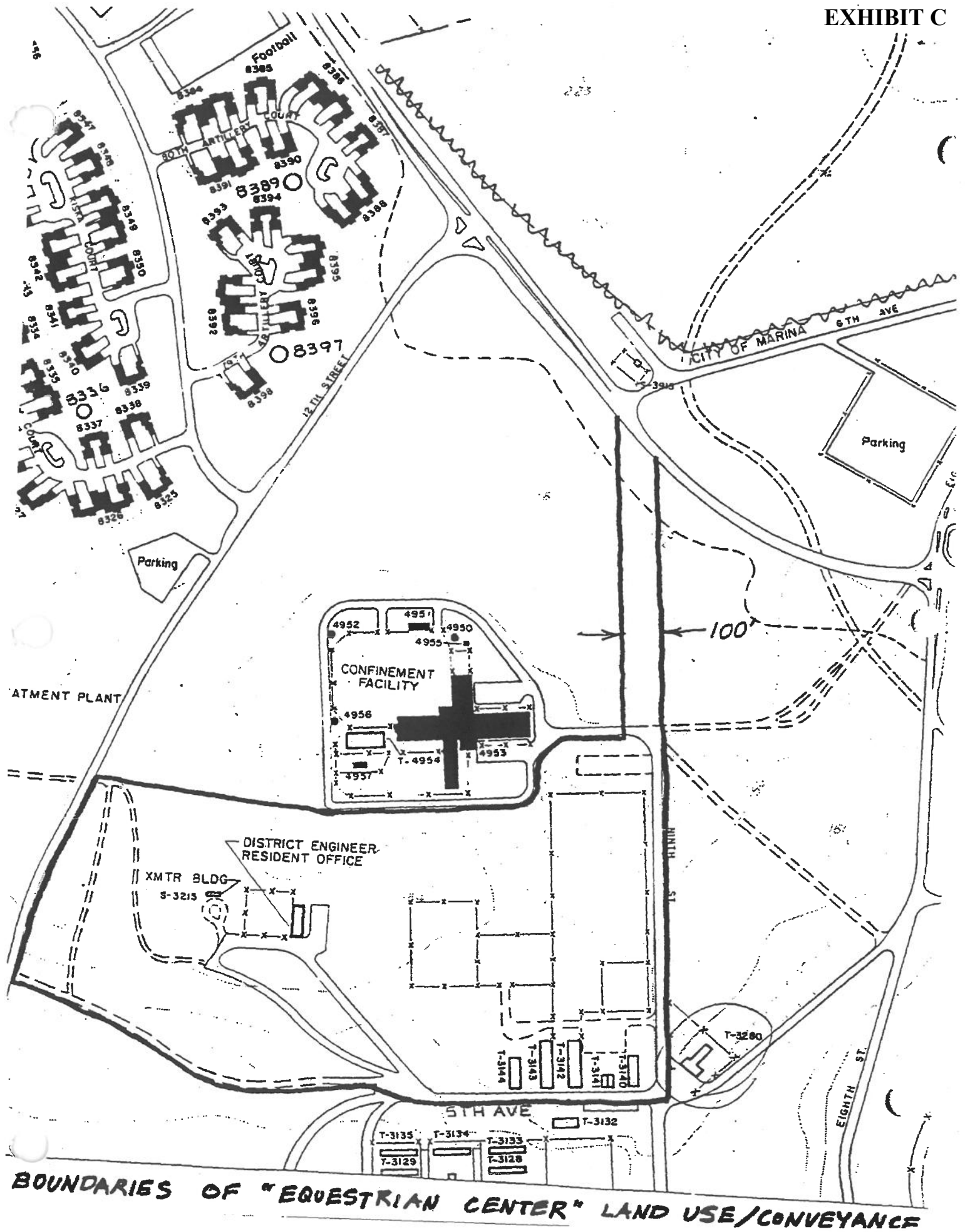
C E R T I F I C A T I O N

I hereby certify that the attached Resolution No. 94-23, authorizing public conveyance of Parks and Recreation property at Fort Ord (Equestrian Center), is a true and correct copy of the Resolution duly and regularly adopted and passed by the City Council of the City of Marina at a regular meeting held on the 17th day of May, 1994, and that the original appears on record in the Office of the City Clerk.


JOY P. JUNSAY, City Clerk

Dated this 19th day of May, 1994.





RECORDING REQUESTED BY:

EXHIBIT D

Bruce A. Reeve
Monterey County Recorder
Recorded at the request of
City of Salinas

CROLIE
4/24/1998
8:45:44

WHEN RECORDED MAIL TO:

City Clerk
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

DOCUMENT: **9824966**



0009824966

Titles: 1 / Pages: 12

Fees....
Taxes....
Other....
AMT PAID

TITLE(S) OF DOCUMENT

Quitclaim Deed

MARINA EQUESTRIAN CENTER - FT ORDCA
DACA05-9-97-610

ENCL 4

Parcel L5.9.1, Fort Ord
Equestrian Center Parcel
Monterey County, California

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor" or "Army" in specific situations), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Marina, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to property, including all buildings, improvements, and fixtures thereon, located in Monterey County, California, consisting of approximately 27.235 acres, and identified as Parcel A in Exhibit A, attached hereto;

The property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or otherwise stated herein, by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which it was intended, and no claim for allowance or deduction upon such ground will be considered. There is no objection on the part of the Grantor to make any alterations, repairs, or additions, and neither said Grantor or Army shall be liable for any latent or patent defects in the property.

The hereinbefore described property is granted by the Grantor to the Grantee subject to valid and existing easements for streets, utility systems, rights-of-way, railroads, pipelines; and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing the described premises and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990, as amended and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the Department of the Army determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

And the Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on July 28, 1993, and amended by letter dated May 25, 1994, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.
6. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that public facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.
7. The Grantee further agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102).

8. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents, except as otherwise provided in this deed or law.
9. The conveyed property is subject to the condition and requirement that the Grantee shall convey to Monterey County an easement for a future light rail corridor. The area subject to this condition and requirement is described as a portion of Parcel A, labeled as the "approximate limits of future light rail corridor", an area containing approximately 4.117 acres, as depicted on a Record of Survey attached as Exhibit B. Said future conveyance shall be at no cost, except for direct and indirect expenses of such conveyance, and will be subject to prior approval and any condition deemed appropriate by the Grantor.
10. The conveyed property is subject to the following reservations;
 - 10.1. A reservation for use by the U.S. Army Corps of Engineers of a 0.942 acre area for a period of ten years. The area subject to the reservation is described as a 0.942 acre parcel, a portion of Parcel A, as depicted on attached Exhibit C. Said reservation requires the Grantee to permit the use of said described property by the U.S. Army Corps of Engineers, subject to mutually agreeable terms and conditions contained within a reservation agreement.
 - 10.2. A reservation for all storm sewer and sanitary sewers collection lines located on the property, serving and collecting stormwater and wastewater from locations not on the property, subject to future assignment and transfer of said facilities.
 - 10.3. A reservation for water distribution lines located between the property boundary and water meter location. All telecommunications facilities located on the property are transferred to the Grantee without reservation.
 - 10.4. The Grantee shall not impair the reasonable maintenance, repair, or replacement of improvements described within this section, provided that proper consultation and coordination has occurred with the Grantee.
11. The Grantee acknowledges that it has received the technical environmental reports, described within this instrument, prepared by, or on behalf of the Army. The Grantee acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use, human health, and the environment in general, except as otherwise noted herein. The Grantee's acknowledgement of the condition of the Property creates a rebuttable presumption that hazardous substances, pollutants, contaminants, or petroleum products discovered on the property after the date of the transfer are related solely to the activity of, caused, deposited, or created by the Grantee, its agents, transferees, successors or assigns. The Grantee, its agents, transferees, successors or assigns as consideration for the conveyance, agrees to release the Grantor and Army from any liability or responsibility for any claims or damages arising out of or in any way related to the release of any substances on the property occurring after the conveyance of the property to the Grantee. This paragraph shall not affect or limit liabilities of the Army under applicable law or its responsibilities to conduct response actions or corrective actions that are required by law.
12. By accepting this deed, the Grantee, acknowledges that the Army has provided the Grantee with a copy of the *Federal Facilities Agreement* (FFA) dated July 23, 1990, between the Army and the U.S. Environmental Protection Agency (EPA). The Army shall provide the Grantee with a copy of any future amendments to the FFA. In this regard, it is understood that:

- 12.1. In exercising the rights hereunder, the Army shall give the Grantee or its successor or assigns reasonable notice of action taken on the property under the FFA and shall, to the extent reasonable, consistent with the FFA endeavor to minimize the disruption to the operation and use of the subject property.
 - 12.2. The Grantee agrees that notwithstanding any other provision of this deed, the United States assumes no liability to the Grantee, its successor or assigns, or any other person, should implementation of the FFA interfere with the use of the property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agency, employee, or contractor thereof.
 - 12.3. The Grantee covenants for itself, its successors and assigns to not interfere with any response action being undertaken on the subject property, or interrupt, relocate, or directly or indirectly interfere with any remediation system, now or in the future located, over, through, or across any portion of the property without the prior written consent of the Army and EPA.
 - 12.4. Prior to the determination by the United States that all remedial action is complete under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of the Fort Ord National Priorities List (NPL) site, the Grantee, its successors and assigns shall; (a) not undertake activities on the property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Ord NPL site, (b) give prior written notice to the Army, EPA, and DTSC of any construction, alterations, or similar work on the property which may interfere with or impede said clean-up, and (c) comply with any institutional controls put in place by the Grantor or required by the previously issued Record of Decision (ROD) or amendments thereto, issued pursuant to the National Environmental Policy Act (NEPA) or the FFA, and (d) ensure that any permit or license for the use of property provides for legally binding compliance with terms herein.
 - 12.5. All terms and conditions contained within this section shall bind and run with the land and are forever enforceable by the Army, EPA or DTSC. The Grantor reserves the right to rescind all or portions of this section, upon request of the Grantee, following the receipt of a determination by the United States that all remedial actions at the Fort Ord NPL site are complete.
 - 12.6. Prior to the determination by the Army that all remedial action under CERCLA and the FFA are complete for the Fort Ord NPL site, the Grantee shall provide written notice by certified mail to the appropriate regional office of the EPA and the State of California Department of Toxic Substances Control (DTSC), together with the required authorization of the Grantor as required by other terms and conditions of the deed, of any conveyance of interest in the subject property. Said notice shall be made within fourteen days of the date of transfer.
13. Pursuant to Section 120(h)(3)(A)(i) of CERCLA (42 U.S.C. 9620), the Grantor has been provided a copy and an opportunity to review the *Finding of Suitability to Transfer* (FOST), dated July 14, 1997 and the Letter of Assignment (LOA) dated September 5, 1997. The FOST and LOA contains, to the extent such information is available, a notice of the type and quantity of hazardous substances stored on the property for one year or more, a notice of the time at which such storage, release, or disposal took place, and a description of the remedial actions taken of the property.
 14. Pursuant to Section 120(h)(3)(A)(ii)(I) and (B) of CERCLA, and pursuant to a finding by the EPA that the groundwater remedy for the property is operating properly and successfully, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this agreement by reference) between the Grantor and the Department of Defense among others, that all remedial action necessary to protect human health and the environment with respect to any hazardous substances on the property has been taken prior to this conveyance.
 15. The Grantee acknowledges the receipt of notice contained within the FOST and LOA regarding the contamination of groundwater located beneath the property with volatile organic chemicals. The Grantee

covenants for itself, its successors and assigns that it shall not engage in or authorize the drilling water wells, use the groundwater, or access to the groundwater beneath the property. These restrictions bind and run with the land and are forever enforceable by the Grantor or the State of California.

16. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the Army has covenanted, by virtue of a 1997 Memorandum of Agreement (hereby incorporated and made a part of this conveyance) between the Grantor and the Department of Defense among others, that any additional remedial action found to be necessary after the date of this conveyance that resulted from the Army's use or occupancy of the property shall be conducted by the Army.
17. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, the Grantor reserves a right of access to the property on behalf of the Army, EPA, and DTSC in any case in which remedial action or correction action is found to be necessary, after the date of this conveyance. To the extent permitted by law, this reservation includes the right or access to and the use of available utilities at reasonable cost. The Army shall give the Grantee reasonable notice of action requiring access to the property and endeavor to minimize the disruption of the Grantee's use of the property.
18. The Grantee, its successors or assigns, acknowledges the provisions of the *Habitat Management Plan* (HMP), incorporated and made a part hereof, may apply to the subject property. The property is shown in the HMP as parcel L5.9, and is designated as a Development Area. The Grantee, its successors or assigns, is responsible for complying with the Endangered Species Act (16 U.S.C. 1531-1544), its regulations, the HMP, and the accompanying Biological Opinion by the U.S Fish and Wildlife Service, dated April 11, 1997, as may be applicable to the property conveyed by this deed.
19. The Grantee is hereby informed and does acknowledge nonfriable asbestos and asbestos containing materials have been found on the property [*Asbestos Survey Report, U.S. Army Corps of Engineers-Fort Ord Installation, Fort Ord, California* (April 1993)]. The Grantee covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the property, it will comply with all Federal, State and local laws relating to asbestos; and that neither the Grantor or Army assumes liability for damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The Grantee further agrees to be responsible for any future remediation of asbestos found to be necessary on said property.
20. The Grantee is hereby informed and does acknowledge that all buildings on the property constructed prior to 1978 are presumed to contain lead based paints. The presence of lead based paints within these structures effects there possible use for residential purposes in compliance with 24 CFR Part 35, Subpart H. The Grantee acknowledges receipt of notice to this effect as contained in the FOST, LOA, Environmental Baseline Survey or the *Community Environmental Response Facilitation Act (CERFA) Report, Fort Ord* (April 8, 1994).
 - 20.1. The Grantee acknowledges that lead based paints present an exposure risk to young children and pregnant women, which could result in lead poisoning resulting in neurological damage. The Grantee covenants and agrees to provide notice of said risks to any successor or assign of any interest in said property pursuant to this deed.
 - 20.2. The Grantee covenants that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-base paints or lead based paint hazards prior to the execution of this conveyance. The Grantee further covenants that it will provide for an inspection, abatement, and/or elimination of any lead based paint hazard prior to the occupancy or use said portion of the property.

containing a lead based paint hazard by successors or assigns as required by and in compliance with applicable federal and state law. The Grantee covenants and agrees to be responsible for any remediation of lead based paint or lead based paint hazards on the property found to be necessary after the date of conveyance.

- 20.3. The Grantee covenants and agrees, on behalf of it, its successors and assigns, to indemnify and hold harmless the Grantor and Army, its agents and employees against any health problems which may result from the existence of lead-based paint on the property or any claims by the parties in relation to thereto.
21. The Grantee acknowledges that said property is located on a former military installation with a history of ordnance and explosive (OE) use. Although OE investigations indicate that OE is unlikely on the property, there is a potential for OE to be present. In the event that the Grantee, its successors or assigns, should discover or become aware of ordnance or explosives on the property, the Grantee agrees it shall not attempt to remove or destroy it but shall notify local law enforcement officials and the Directorate of Law Enforcement at the Presidio at Monterey for prompt disposal of such ordnance at no expense to the Grantee.
22. The Grantee, its successors and assigns, acknowledges that said property is located within the vicinity of general aviation airports, and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration, pursuant to 14 CFR 77, for any proposed structure which would exceed an elevation of 330 feet mean sea level at its highest point.
23. An obligation by the Army to reimburse any money under this deed is subject to the availability of appropriated funds, and nothing in this deed shall be interpreted to require obligations or payment by the United States in violation of the Anti-Deficiency Act.
24. The Grantee and its successors and assigns shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives, from and against any suit, judgment, cost or other fee (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threaten release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of the activities of the Grantee or the Grantee's successors, assigns, transferees, and/or agents except where such suit, claim, demand or action, liability, judgment, cost or other fee is the result of negligence or willful misconduct by the Department of Defense or any of its employees, agents, or representatives.
25. Subject to the limitation and other requirements contained in Section 303 of the National Defense Authorization Act for Fiscal Year 1993 (P.L. 102-484), as amended (10 U.S.C. 2687), the Secretary of Defense shall hold harmless, defend, and indemnify the Grantee, its successors and assigns, transferees, and/or agents from and against any suit, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of Department of Defense activities at the Fort Ord NPL site.
26. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence actions necessary to cure said breach. Upon failure to eliminate, rectify, cure, or commence actions necessary to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and

assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

27. The Grantor, Army, and other federal agencies, have the right of access, upon reasonable notice, to inspect for compliance with the provisions herein, as well as applicable federal laws and regulations. The Grantor, to the extent it knows, will give the Grantee reasonable prior notice of the intention of Army or other federal agencies to enter. Such notice shall not apply when the entry is required for safety, environmental, operation, or security or law enforcement purposes.

During the above access situations, the United States, and its agencies will be liable to the extent allowed by the Federal Tort Claims Act for wrongful death, personal injuries, or property damage resulting from negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this conveyance. Further, said Grantor, or other federal agency employees will be covered by the Federal Employees Compensation Act, to the extent allowed by law, for injuries to said employees.

28. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 13th day of April, 1998.

UNITED STATES OF AMERICA

Acting by and through the Secretary of the Interior

By Martha K. Leicester

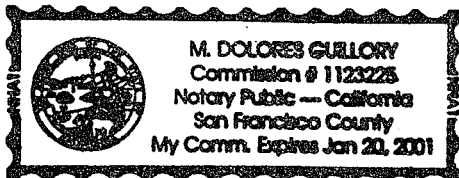
Martha K. Leicester

Acting Regional Director, Pacific West

National Park Service

(COUNTY OF SAN FRANCISCO)
) SS.
 (STATE OF CALIFORNIA)

On this 13th day of April, 1998, before me, the subscriber, personally appeared Martha K. Leicester, to be known and personally known to me to be the Acting Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.

M. Dolores Guillory
 NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

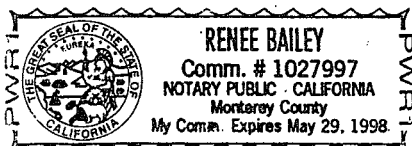
City of Marina, California

By *[Signature]*

Date 4-23-98

(COUNTY OF MONTEREY)
) ss.
 (STATE OF CALIFORNIA)

On this 23 day of April, 1998, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Marina, California and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the city of Marina, California, for the purposes and uses therein described.



Witness my hand and official seal.

Renee Bailey
 NOTARY PUBLIC

Exhibit A

Description of Parcel A, Being a Portion of Fort Ord
Military Reservation, Shown as Parcel 1 in Volume 19
Page 1 for the City of Marina

CERTAIN real property situated in Monterey City Lands Tract No. 1, County of Monterey, State of California, particularly described as follows:

PARCEL A (27.235 ACRES)

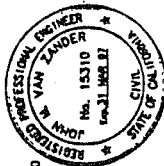
COMMENCING at a 6" concrete monument with lead and tack (no tag) found at that certain Corner Numbered two hundred sixty-one (261) of Parcel 1, as said corner and parcel are shown and so designated on that certain map entitled "Record of Survey showing the Perimeter Boundary of the Fort Ord Military Reservation, etc.", filed September 7, 1994 in Volume 19 of Surveys, at Page 1, Records of Monterey County, California, said monument and corner being at coordinate Northing = 2138286.563 and Easting = 5745102.987; thence

- (a) S. 77° 55' 43" W., 3680.54 feet to the TRUE POINT OF BEGINNING (being at coordinate Northing = 2137516.848 and Easting = 5741503.834); thence
- (1) S. 56° 33' 29" E., 181.47 feet; thence
- (2) S. 47° 51' 16" E., 403.83 feet; thence
- (3) S. 29° 11' 45" W., 478.33 feet; thence
- (4) S. 39° 53' 22" W., 171.53 feet; thence
- (5) S. 14° 58' 50" W., 308.06 feet; thence
- (6) S. 20° 53' 46" W., 96.22 feet; thence
- (7) S. 15° 18' 06" E., 183.54 feet; thence
- (8) S. 17° 52' 59" W. (at 78.15 feet, a point hereinafter being referred to as "Point A"), 208.16 feet; thence
- (9) N. 72° 39' 23" W., 894.99 feet; thence
- (10) N. 16° 51' 19" E., 793.54 feet; thence
- (11) N. 44° 32' 33" E., 921.14 feet to the TRUE POINT OF BEGINNING.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT AT THE REQUEST OF THE CITY OF MARINA IN JANUARY 1998

JOHN M. VAN ZANDER
P.C.E. 15310
STATE OF CALIFORNIA
EXPIRES 31 MARCH 1997



RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF BESTOR ENGINEERS, INC. THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYORS ACT THIS DAY OF 1998, AT PAGE 10 OF 11 OF THE SURVEYOR'S MAPS AT PAGE 10 OF 11 OF THE RECORDS OF MONTEREY COUNTY, CALIFORNIA.

BRUCE A. REEVES
COUNTY RECORDER
SERIAL NO. _____
FEE: \$ _____
DEPUTY _____

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYORS ACT THIS DAY OF 1998.

COUNTY SURVEYOR _____
STATE OF CALIFORNIA
EXPIRES: _____

• SET 3/4" I.P. WITH PLASTIC PLUG "RCE 15310"

LEGEND

RECORD OF SURVEY

SHOWING
BOUNDARY OF A 27.235 AND 3.221 ACRE PARCEL
BEING A PORTION OF FORT ORD MILITARY RESERVATION
(AS SHOWN IN VOL. 18 OF SURVEYS, PAGE 1)

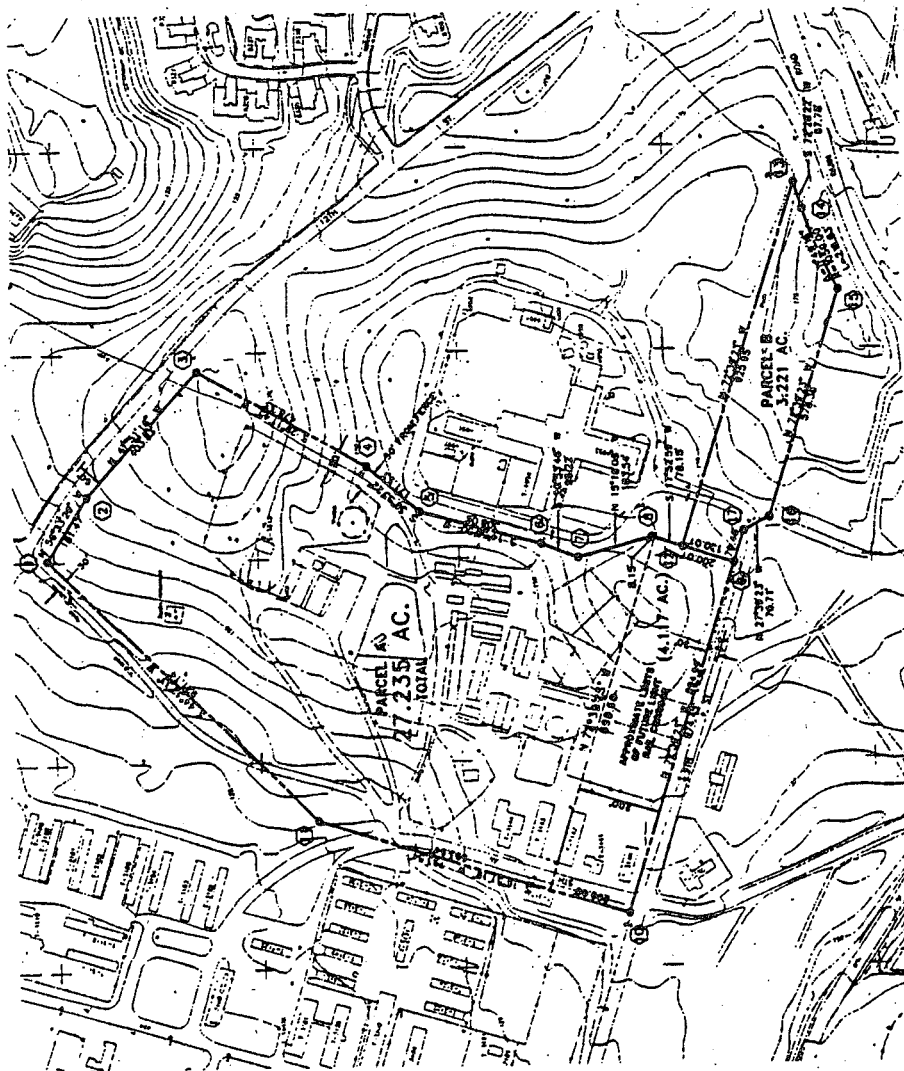
IN
MONTEREY CITY LANDS TRACT No. 1,
MONTEREY COUNTY, CALIFORNIA

FOR
CITY OF MARINA



BESTOR ENGINEERS, INC.
CIVIL ENGINEERS - SURVEYING - LAND PLANNING
8701 BLUE LAMBERT LANE, MONTEREY, CALIFORNIA 93940
JANUARY 1998 SCALE: 1" = 200' W.O. 5443 113

SHEET 1 OF 1



NOTE REGARDING DERIVATION OF COORDINATES:

STATE PLANE COORDINATES BASED ON THE NORTH AMERICAN DATUM OF 1983 (1987). ZONE 4 WERE DETERMINED FOR THE BOUNDARY CORNERS USING GLOBAL POSITIONING SYSTEM (GPS) FAST-STATIC SURVEYING TECHNIQUES. THE COORDINATES LISTED ARE THEREFORE NOT STATE PLANE COORDINATES. THE COORDINATES LISTED ARE THEREFORE NOT STATE PLANE COORDINATES. TO OBTAIN GRID DISTANCES, MULTIPLY THE GROUND DISTANCES BY THE MEAN PROJECT COORDINATION FACTOR. NO ROTATION WAS APPLIED WHEN THE STATE PLANE COORDINATES WERE SCALED THEREFORE, THE BEARINGS SHOWN ARE BEARINGS BASED ON THE LAMBERT PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING OF N 37°05'40" E BETWEEN CALIFORNIA HIGH PRECISION GEODETIC NETWORK (CHPN) CONTROL POINTS CA HPN 13 AND 941 3450 N. THE GRID BEARING IS BASED ON THE LAMBERT PROJECTION FOR CALIFORNIA STATE PLANE ZONE 4. THE COORDINATES FOR THE TWO CONTROL POINTS WERE ESTABLISHED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) IN CONJUNCTION WITH THE NATIONAL GEODETIC SURVEY (NGS) IN 1992. THE BEARINGS FOR THIS SURVEY WERE ESTABLISHED USING GLOBAL POSITIONING SYSTEM (GPS) FAST-STATIC SURVEYING TECHNIQUES.

	NORTHING	EASTING
1	213716.818	5741481.918
2	213716.818	5741481.918
3	213716.818	5741481.918
4	213716.818	5741481.918
5	213716.818	5741481.918
6	213716.818	5741481.918
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8	213716.818	5741481.918
9	213716.818	5741481.918
10	213716.818	5741481.918
11	213716.818	5741481.918
12	213716.818	5741481.918
13	213716.818	5741481.918
14	213716.818	5741481.918
15	213716.818	5741481.918
16	213716.818	5741481.918
17	213716.818	5741481.918



Proposed Program of Utilization

This is a Program of Utilization for property known as the "Marina Equestrian Center" (herein referred to as "MEC"), deeded from the US Government to the City of Marina on April 13, 1998 under the National Park Service's Federal Lands to Parks Program.

This program of utilization specifies the use of the property consistent with the Quitclaim Deed recorded in the County of Monterey on April 24, 1998; and specifies budget, time for completion and environmental impacts.

Physical Description

The MEC is an approximately 35-acre facility bound by Ninth Street on the south, California Avenue to the west, Imjin Parkway to the north and the former post stockade to the east. The site includes five of the six original buildings of the 1941 Fort Ord Station Veterinary Hospital, three arenas, one round pen, 73 horse stalls, and 33 horse turnouts. Unrelated existing structures on the site are a portable building formerly used by the Army Corps of Engineers, and a shortwave radio building with accompanying radio antennas. There is a cell tower on the site from which additional monthly income for park development is generated.

Purpose

Geographically, Marina is without dispute the northern gateway to the Monterey Peninsula, Fort Ord National Monument, and Fort Ord Dunes State Park. The MEC will be key in Marina's plans to market this identity, besides being a recreational draw in itself.

The MEC shall serve the residents of the City of Marina and tourists to the Monterey Peninsula as a multi-use recreational facility with a primary focus on outdoor recreation serving as a primary connection between the urban and natural resources of the City of Marina by capitalizing on its proximity and connections to the newly designated Fort Ord National Monument (Department of the Interior) and the Fort Ord Dunes State Park (California State Parks). It will serve as a spacious public park with natural landscapes, stables, horse and bicycle rentals; serve as a recreation hub for activities by individuals and groups; and be a venue for public events and celebrations for the city and region. Community access and programming will be developed for the radio and portable buildings in coordination with recreation and cultural programs provided by the City alone and in cooperation with regional park programming providers.

The park is half a mile from another Lands to Parks transfer, consisting of 12 acres at 8th Street and 2nd Avenue. With proper planning, the MEC will connect the two federally granted parks and provide much-coveted northern gateway to the Monterey Bay at Fort Ord Dunes State Park. The existing Monterey Bay Coastal Trail through the state park enables recreationers to travel 29 miles between Castroville to the north and Asilomar/Pacific Grove to the south. Trekkers will branch off the coastal trail into Marina and to the MEC for amenities, services, rental of horses and bikes, and greenway access to Fort Ord National Monument.

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In addition to the connection between the urban and natural worlds the park will provide a connection between Fort Ord's past and present. Combining a location rich in recreational potential with structures whose history unites a number of compelling themes, the park will beckon locals and visitors to exploration and refreshment. With enhancement of naturalistic landscapes, the addition of scenic walking paths and facilities for picnics, horse/bicycle rentals, outdoor recreation, and public and private events, the MEC shall be the emblem of Marina excellence in recreation, as Golden Gate Park is for San Francisco.

In addition to creating new and needed recreational opportunities, the proposal further benefits the public by potentially anchoring a new community identity, creating jobs, and supporting the local economy. The City of Marina and its residents have identified these benefits as goals consistent with the community's vision (City of Marina, 2003).

Outdoor recreation is a \$46B annual industry in California. Marina's weather, location, and the resources given by the Army on the breakup of Fort Ord, including airport, beach, equestrian center, and trail system make it an ideal destination for outdoor recreation tourists.

Concept Plan

Outdoor recreation is prescribed by the Fort Ord Base Reuse Plan. The City of Marina is already an outdoor recreation venue on the Peninsula. The MEC is very well situated to provide both a destination venue and to fulfill the desired connection between the urban and natural resources of the City of Marina, and the City with the newly designated Fort Ord National Monument and the Fort Ord Dunes State Park.

The MEC will provide and manage significant new public outdoor recreation opportunities for all on the park site and the surrounding area. It will serve as both a venue and a recreation hub for residents and tourists to enjoy the horseback riding, off-road and on-road bicycling, and hiking. The equestrian facilities on the site will be available for public use, horse rentals, lessons, guided trail rides, both temporary and some private, long-term boarding, and multiple disciplines of equine therapy. All amenities will promote informal and structured cultural and recreational opportunities. All recreational opportunities will be available to the local and regional public, and insofar as possible be accessible for people with disabilities. Associated parking and other required support amenities will be included as part of the development of the site.

The MEC's second major connection is cultural. Thematically, the park will capitalize on the five Fort Ord Station Veterinary Hospital structures, which provide an excellent example of the mobilization-style construction now fast disappearing on Fort Ord. This medical facility is a significant landmark in the history of warfare, represented the final years of horse use by U.S. cavalry and field artillery. The continuity of use and unaltered appearance of the structures create an opportunity for living history. Historical continuity will also be an important aspect of MEC design and branding. The park will have a retro military theme for signage, accouterments, and amenities, to contribute to the singular identity of the venue and to avoid stylistic clashes when used for living history events. The buildings have been identified as the last existing World War II era veterinary hospital in the United States.

FUNCTIONS OF THE MARINA EQUESTRIAN CENTER

Public Park

The MEC will serve as a community park with picnic area, benches, landscaping, bike racks, and walking paths for visitors.

The area north of 9th Street, east of California Avenue and west of the large arena, south of the small arena will be closed to vehicular traffic. This southeast corner of the property, in and around the historical structures lining California Street (the C-5 Building and Colic Building and its surrounding area) will be most heavily used for general park purposes. The large open space between these buildings and the main arena will serve as picnic area, a place for public and private events. Addition of picnic facilities, barbecues, bench seating, and landscape will transform this area and provide an inviting place to meet, eat and mingle. The addition of a gazebo will provide a stage, enhancing both private and public events.

Hiking paths will be developed through the natural landscape of the northwestern portion of the property. A trail will traverse the northern perimeter of the property along Imjin Parkway to further the objective of creating connections for multiple disciplines of recreational users and commuters to the residential neighborhoods of Marina. Developing a run/walk path between the park and Peninsula Wellness Center to the west along Imjin Parkway will encourage development of a cooperative, outdoor fitness program for fitness center members and its patients.

Landscaping will pay homage to traditional military and national-park practices such as white-painted rocks demarking flowerbeds. Additional trees will be added to soften sea breezes and improve shade and aesthetics. Nature trails will draw visitors into the natural, coastal landscape. Interpretive signage will enhance the knowledge and enjoyment. Vista points will be accessed by trails and enhanced with installation of seating.

Trails and Recreation Hub

The City of Marina will capitalize on the open space corridor prescribed in Fort Ord Reuse Plan Map 3.6-1. The MEC will provide trailhead amenities as set forth in the land application submitted by the City of Marina to the National Park in a letter of May 25, 1994, citing “the need to keep the stables open at Fort Ord to provide public recreation and to take advantage of the extensive trail system currently available, particularly in the north-easterly region of the base.” Connection with the trail system is an extremely valuable aspect of the MEC, both in economic and recreational terms. The MEC will provide bike racks, hitching posts, trailer parking, and water for man, horse, and dog, maps, restrooms, picnic tables, and other typical recreation hub amenities, including a snack shop. The City will also plan a route for the “Beach to National Monument” that connects with the MEC and the second Lands to Parks transfer at 8th Street and 2nd Avenue.

Cultural and Educational Center

Stabilization and revitalization of the veterinary hospital buildings will allow for interpretation of the buildings in their original use as well as stress the broader scope of military presence on the Monterey Peninsula; provide meeting and event space; provide a venue for historical displays

both from Fort Ord and other military periods of interest; and incorporate a Marina visitor center and reception area with brochures and maps. Installation of equipment to accommodate automated slide-talks and/or movie programming that tells the history of the Fort, Marina and the County through photos and films will be incorporated. The story of the soldier and the warhorse may be further illustrated with reenactments and demonstrations in the equestrian portion of the park.

The MEC will be integrated into Marina life as a destination for annual school trips and senior outings, rec department activities, and community events. Children's horse, art, and nature day-camps will be offered in the summer. Instruction will be provided by volunteer docents, groups, and businesses or city or school district staff. Space for these classes will be available in the C-5, Colic, C-6, and portable and radio buildings.

Focuses may include:

- Fort Ord and Presidio of Monterey history
- site history
- equestrian topics
- native plants
- Native American history
- leave-no-trace trail principles
- bike-horse safety
- art
- shortwave radio and citizens' emergency response

Equestrian Center

Utilization of the property as an equestrian center was the guiding purpose of the land grant from the National Park Service through the Federal Lands to Parks program. In its application letter, dated May 25, 1994, the City of Marina cites a need to "operate the stables for community benefit and to make the stables available to military families, as well as the civilian community at large. Recently F.O.R.G. (the Fort Ord Reuse Group) amended the reuse plan to allow the use of a stable in the area it is currently located."

The equestrian functions of the property will continue. The City currently is engaged in preparation of a Request for Proposal for a concessionaire to restructure and manage equestrian uses of the park, with the specific direction to increase public uses and access. Guided trail rides, lessons, and equine activities are to be offered to the public.

The ability to rent horses for riding lessons and guided trail rides will be a significant feature of the park. The facility will also accommodate transient horse use by enabling tourists to board horses for a day or for the duration of a longer stay in our local hotels/motels and for equine events.

A portion of the existing stables will be available for self-care and full-care boarding. Fees for these services will be at market rate, although City of Marina residents may receive a resident discount. This is not to suggest fewer privately owned horses, but rather, better management of the space available to minimize the area dedicated to private use. Partial funding of the planned park improvements is dependent upon generation of revenues from horse boarding.

Qualified providers will offer a variety of horse-based therapeutic programs such as PATH, EAGALA, and Horses for Heroes.

Public-event Venue

Public events such as history days, Halloween, Veterans Day, and other holiday celebrations put on by City of Marina and partners, as well as lectures, and meetings will be accommodated in and around the buildings. The buildings will provide multiple private party and meeting venues. Uses are expected to include city-sponsored activities and events as well as use of the buildings and grounds for weddings, birthdays, and other private events. Possible addition of a gazebo may enhance these uses. Currently the C-5 building will accommodate approximately 75 seats for meetings and has a sink/prep/storage area with no oven. The Colic Building contains a kitchen with oven and small stage/meeting area. The portable building will also accommodate such use.

The outdoor arenas will be available for public rental.

Recreation Center

Bike rentals and bicycle tours to Fort Ord National Monument and Fort Ord Dunes State Park will be available. The venue will be marketed as bike friendly, with trailer parking, bike racks, and maps.

This currently under-utilized City land resource will address a newly identified, continually growing need in Marina and the region for easy access to trails and open space that offer significant distances and points of interest. The MEC will allow the development and ongoing operation of unique multi-use recreational facilities and opportunities otherwise unattainable by the City.

Site Improvements

The City anticipates working with a park planner to develop future improvements on the site. For example, the topography of the north easterly area of the property may be ideally suited for an amphitheater cut into the leeward side of the property. The natural bowl-like setting may lend itself to construction of a community amphitheater. This will provide a venue for live stage productions, movies, and other performances.

Bike rental and storage facilities will be developed. Hitching posts and watering troughs added. Additional bathrooms installed and food concession incorporated. Portions of the areas presently identified as turnouts will be transformed to complement the park uses.

Time for Completion

The City of Marina regards the fulfillment of this Program of Utilization as high priority.

Budget

The City of Marina will retain the oversight of the proposed park and facility; enlist a park

planner as needed; and direct the development through full implementation. An independent concessionaire will be sought for operation of the site consistent with the intended use and ongoing operating costs.

Environmental Impacts

The proposed utilization is consistent with prior public and equestrian use under army ownership, albeit with expansion of the number of users/visitors. While appropriate site specific environmental evaluation will occur during project planning, larger scale environmental evaluations conducted under the base re-use process did not identify any sensitive environmental resources on this site (Fort Ord Base Reuse Authority, 1997).

Guiding Documents

Current and future uses of the Project Site must be consistent with several planning documents including the National Park Service's Federal Lands to Parks Program, the California Outdoor Recreation Plan, the Fort Ord Reuse Plan, and the City of Marina Parks and Recreation Plan.

The National Park Service (NPS) requires land acquired through the Federal Land to Parks Program be used for "public park and recreational use in perpetuity." The land may be "developed for a single recreational activity, or multiple recreation activities, or be used to support an existing park or recreation area by providing parking or improved access. It may serve as a community center, a neighborhood park, a town square, or a regional or state park" (National Park Service, 2004). The proposed use for the Project Site is consistent with NPS goals as it develops a public park and recreational area serving several recreational purposes. The proposed services will attract individuals and groups throughout the community and beyond and will serve as a community center, a neighborhood park, a recreation hub, and a venue for public and private events.

The California Outdoor Recreation Plan (CORP), as developed by the California State Parks' Planning Division, serves as the master plan for parks, outdoor recreation, and open space for all recreation providers. The CORP states that the goal of all park and recreation providers in California should be meeting the park and recreation needs of all current and future residents.

The Fort Ord Reuse Plan for the City of Marina further defines CORP's broader goals by setting the overall parameters for recreational uses in the former Fort Ord area within which this park is situated. In particular, Objective D for the City of Marina's Recreation Policies and Program is, "Establish a system of community and neighborhood parks which provide recreation opportunities reflective of local community standards" (Fort Ord Reuse Authority, 1997). Objective E reads, "Create opportunities for economic revitalization of the former Fort Ord through encouragement of commercial recreation opportunities in appropriate settings" (1997). Both of these objectives are accomplished in the proposed use.

The Fort Ord Reuse Plan also suggests the City "utilize the existing equestrian center site as a major community open space for the district to provide recreational amenities for the residents" (1997).

The following sub-policy statements in the Recreation and Open Space Element of the Fort Ord Reuse Plan further support the proposed use:

Recreation Policy D-1: The City of Marina shall designate and locate park facilities to adequately serve the current and projected population of Marina within the former Fort Ord for both active recreation as well as to provide for passive uses such as scenic vistas, fish and wildlife habitat, and nature study.

The proposed use for the MEC will provide facilities for active and passive recreation for the current population and accommodate the projected population for the City of Marina, including the expected increase in population related to planned housing developments in the surrounding area.

Recreation Policy D-2: The City of Marina shall develop active parkland within the former Fort Ord which reflects the adopted City of Marina standard of 5 acres of neighborhood/community parks per 1,000 population.

The proposed facility would provide significantly increased access to quality recreation opportunities for this population in a unique park.

Recreation Policy D-3: The City of Marina shall maximize use of existing former military recreation facilities as a catalyst for creation of quality parks and recreation opportunities.

The military used this site for equestrian recreation when Fort Ord was an army base. This proposal would improve currently under-utilized equestrian resources to allow increased public recreational opportunities for both the horse enthusiast and the passive observer. This plan will expand the use of the facilities and create an equestrian and outdoor recreation venue for the 3.3 million tourists annually to the Monterey Peninsula, in addition to its residents.

The California Outdoor Recreation Plan acknowledges one of the major advantages to participating in outdoor recreation and having a more active lifestyle is improved physical health. Safe and attractive facilities that promote physical activities are important to city residents and enhance Marina as an attractive place to live and work. The proposed use includes facilities that support opportunities to maximize the health benefits of active recreation.

The Marina Parks and Recreation Facilities Master Plan (MP&RFMP) mission states "The City of Marina is committed to establishing and maintaining facilities, parks and services that enhance the quality of life for all ages, cultural origins and abilities" (2005). The plan describes a "Community Park" as "a recreation area that provides recreational opportunities for several neighborhoods" and avoids "duplication of facilities already provided in neighborhood parks." The proposed use will serve people of all ages, cultural origins and abilities from neighborhoods throughout the region, and would be unique in size and scope in the City of Marina and the County of Monterey.

In addition, the following statements contained in the document further support the proposed use:

Goal 7: Promote regional and state park and recreational facilities that contribute Marina's evolving role as a visitor-serving/recreational-based destination on the Monterey Peninsula.

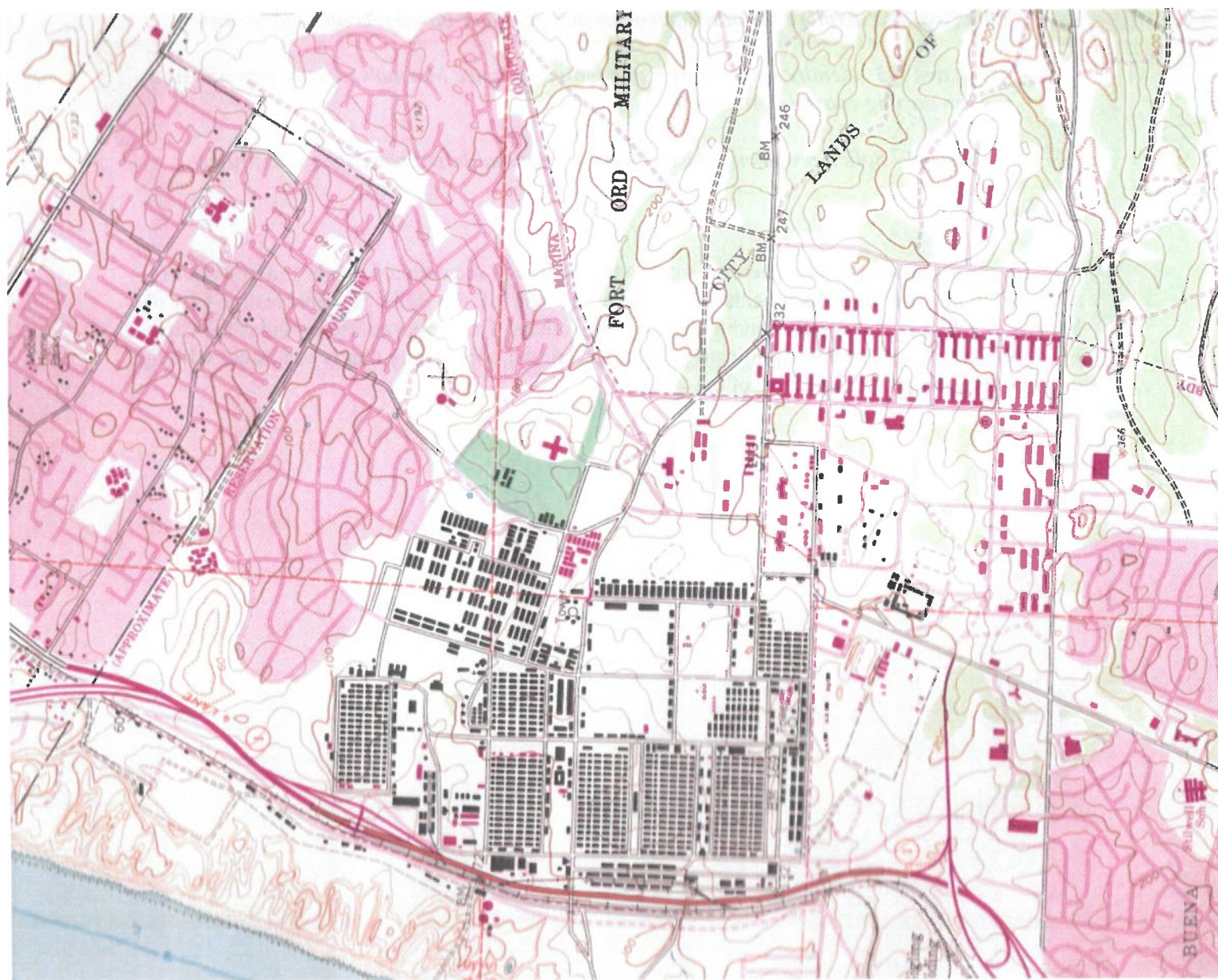
Objective 7-2: Explore the development of new regional-based recreational facilities.

Objective 7-3: Identify opportunities that would enhance Marina's identity and role as a visitor-serving coastal destination.

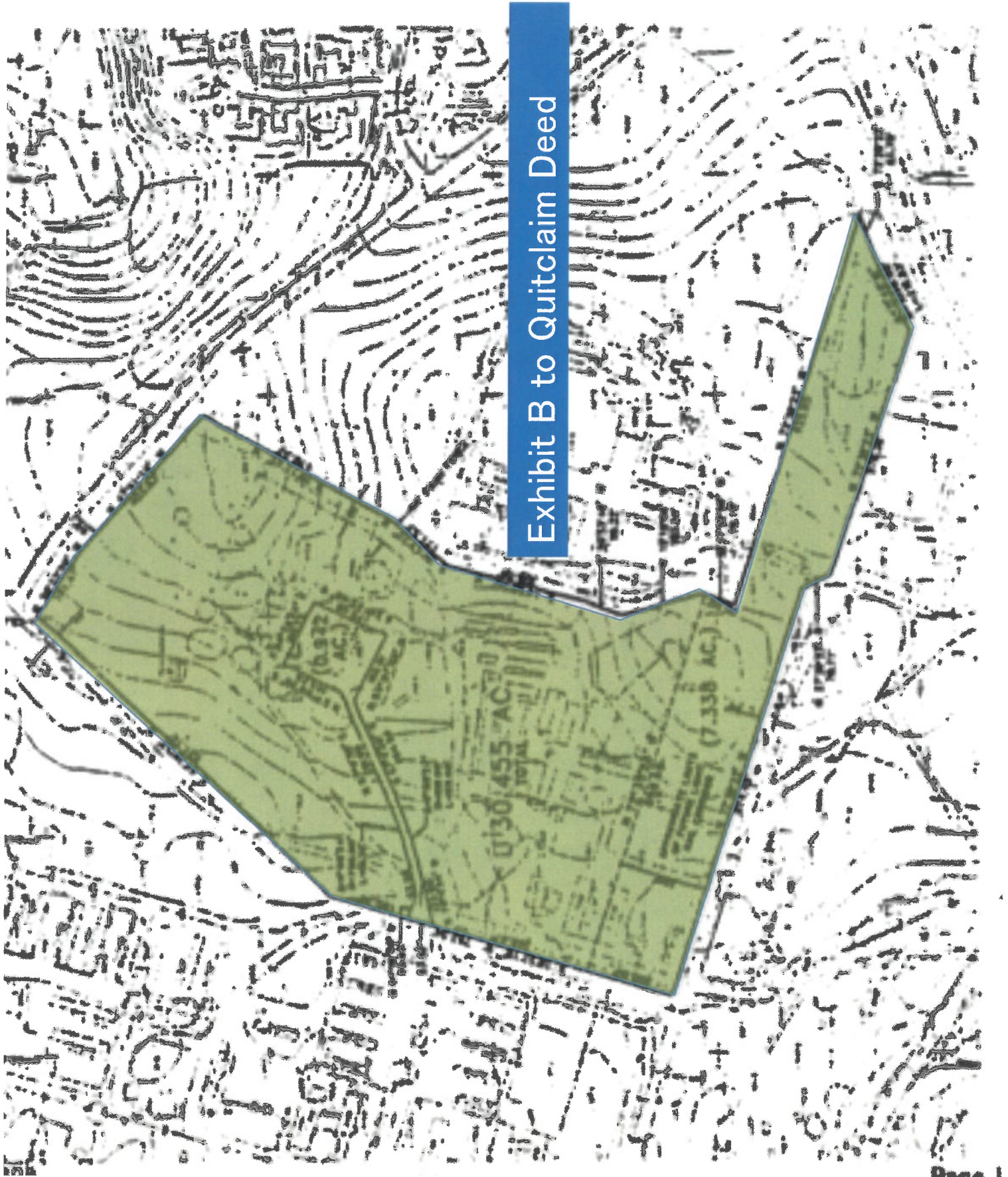
Policy 7-3: Solicit proposals to develop new, regional based recreational facilities.

Summary

Overall, the proposed project meets or exceeds the approved recreational goals and objectives set forth in the guiding documents that govern the use of the MEC and enables the City of Marina to achieve its recreation and open space objectives. The proposed use provides the City of Marina with a unique and significant public recreational opportunity that is consistent with the community's vision for the future of the City.



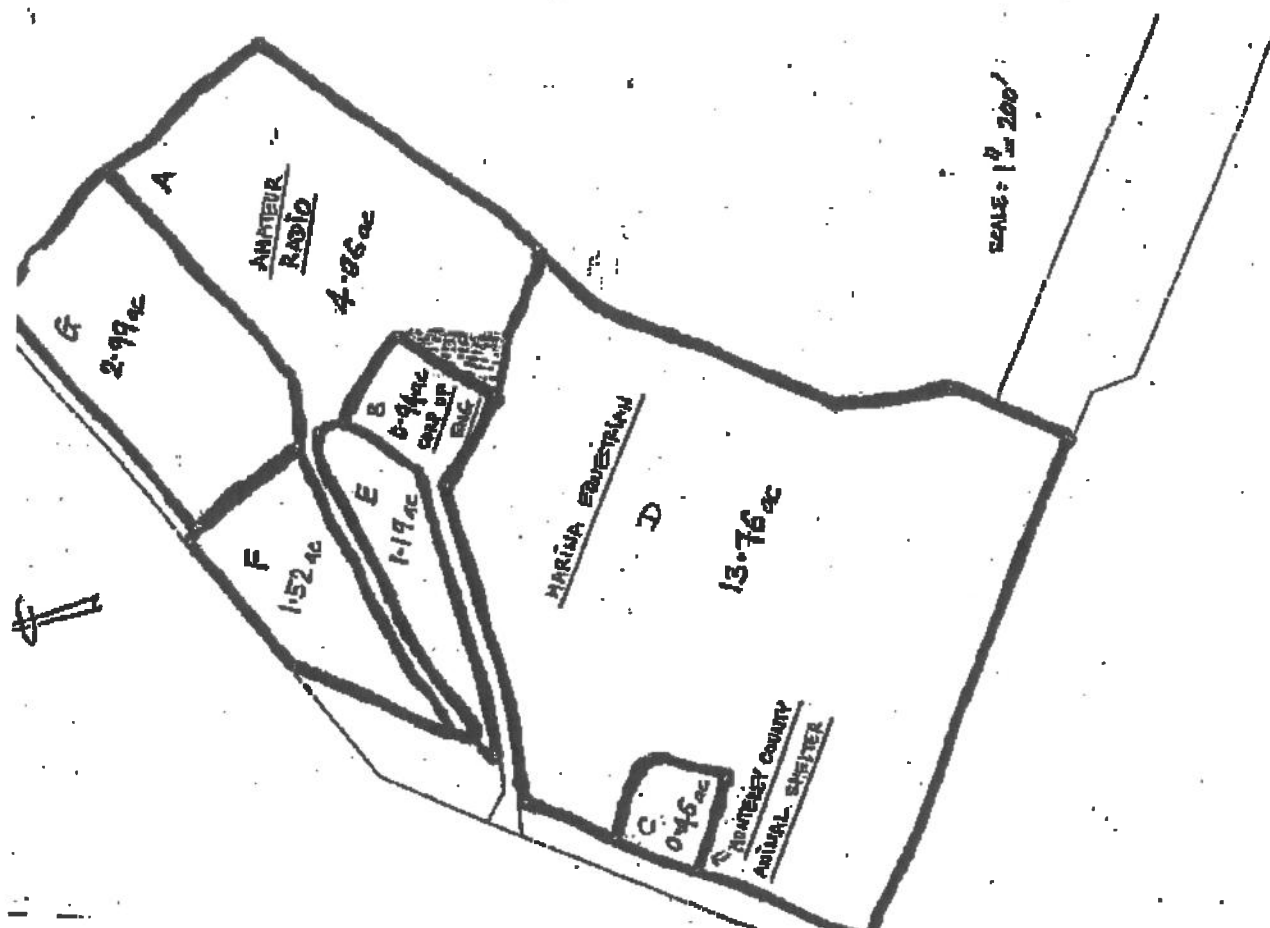
United States
Geological
Survey Map
1976

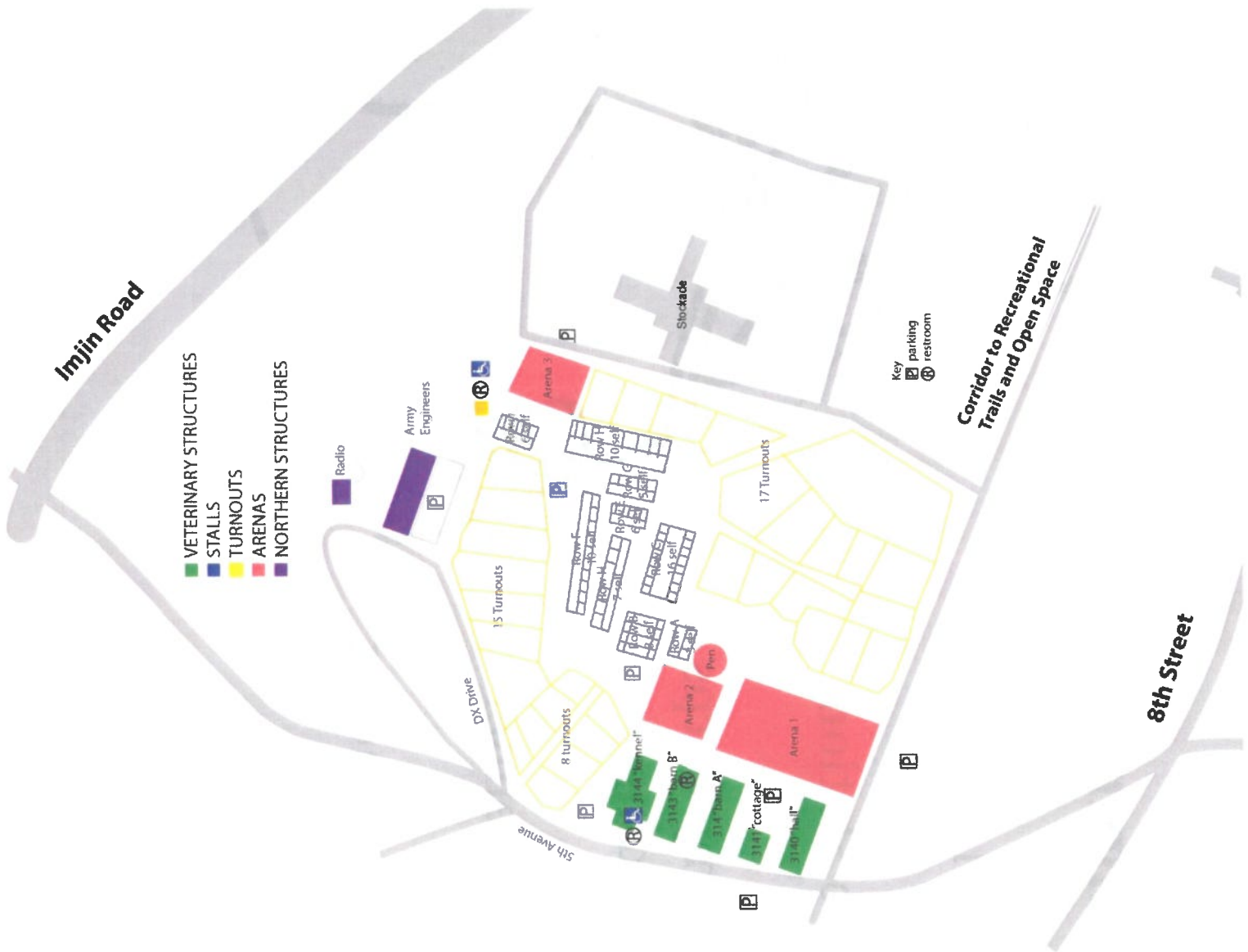




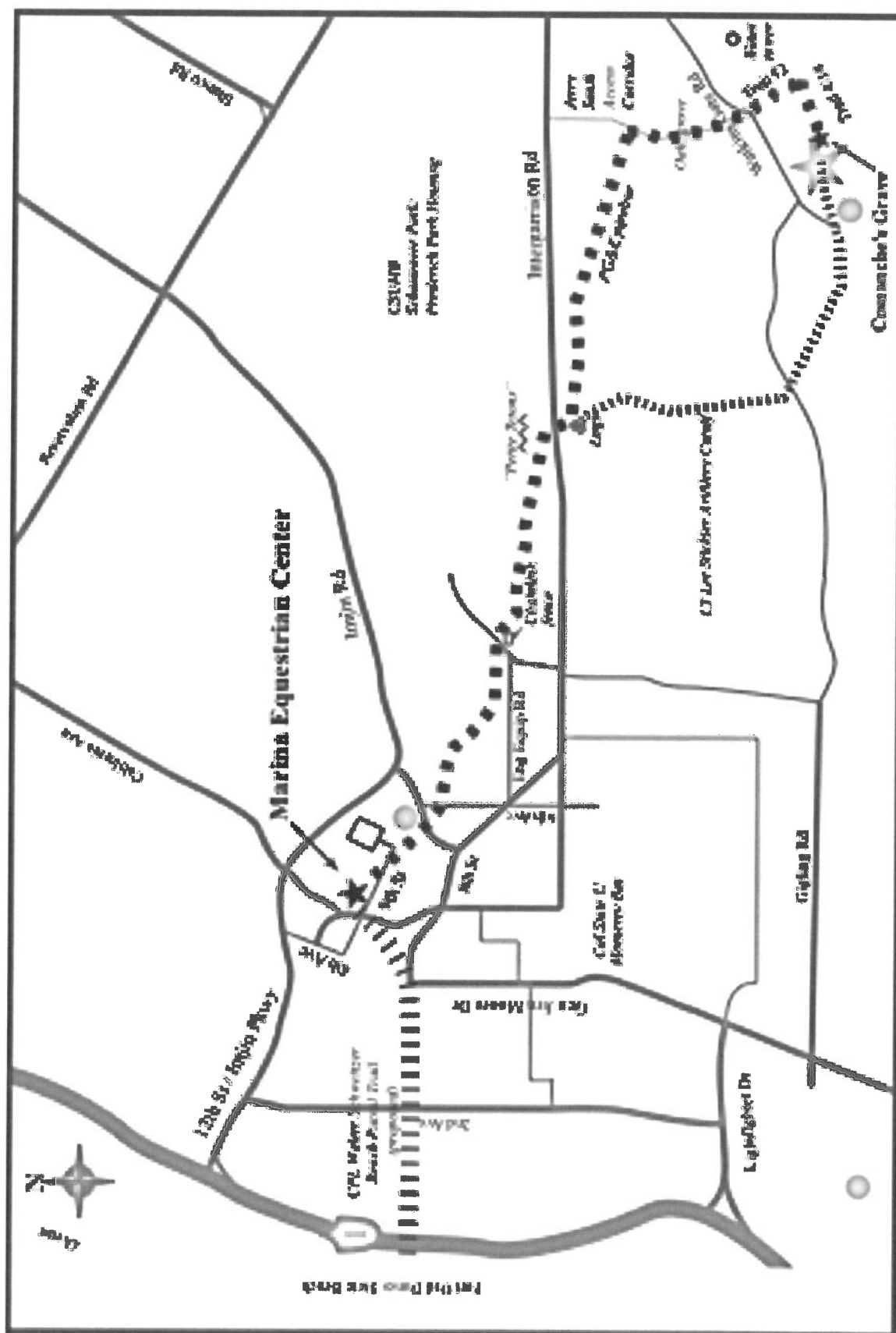
Current Configuration

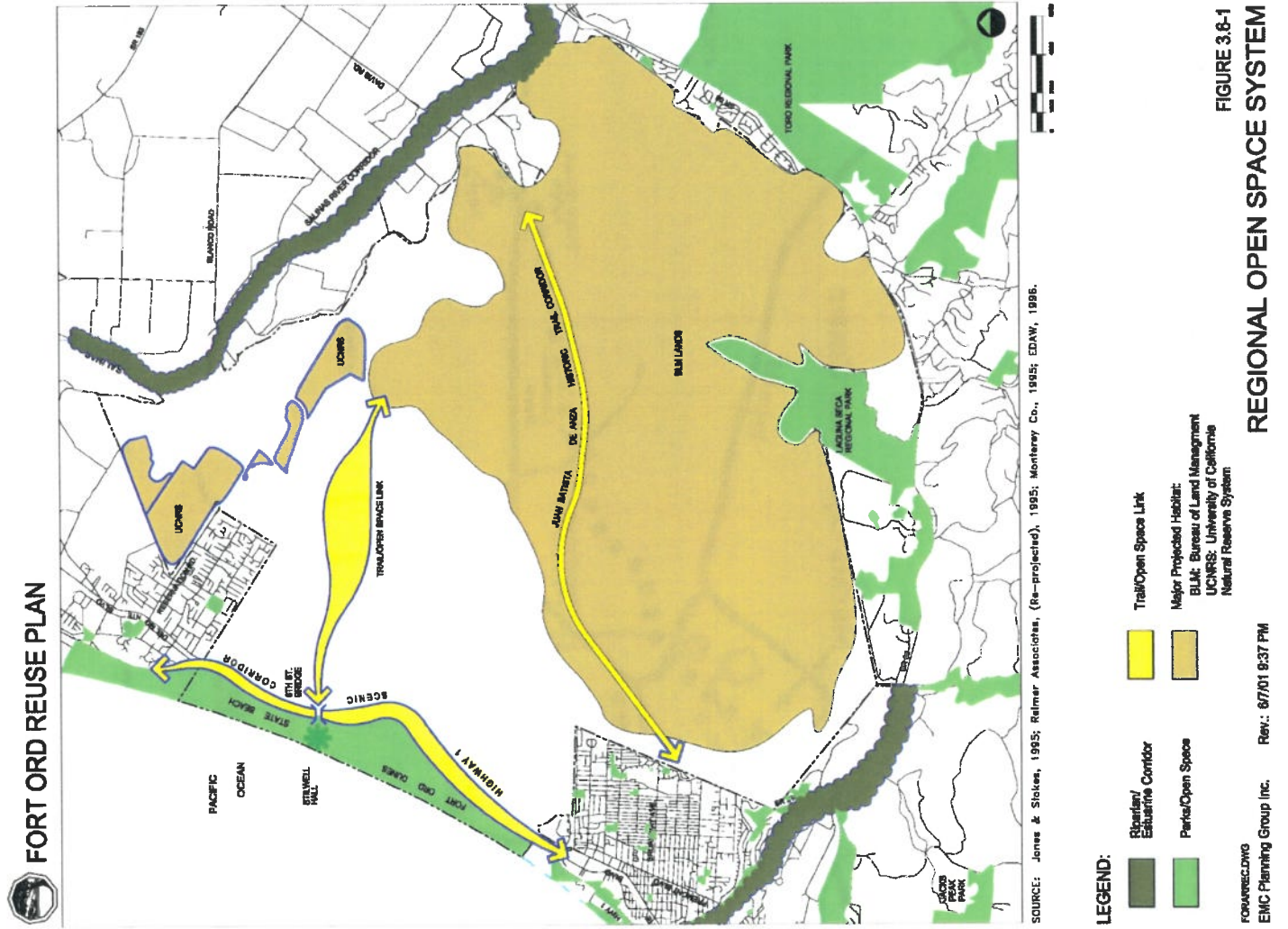
- 14 acres of stables
- Amateur Radio Station
- *Unoccupied* Army Corps of Engineers Building
- *Unoccupied* dog kennel
- 100'-wide trail extending towards open space





Trails from Marina Equestrian Center Trailhead





Siegenthaler, David

From: Siegenthaler, David <david_siegenthaler@nps.gov>
Sent: Thursday, January 12, 2017 5:10 PM
To: Gail Morton; Layne Long
Cc: Terry Siegrist
Subject: Marina Equestrian Center Program of Utilization

In September 2013 we received an updated draft Program of Utilization (POU) for the 27.24-acre Marina Equestrian Center ("MEC POU Approved by Council 7-16-2013"). Since that time we have had several conversations regarding implementation of a Program of Utilization at the site, and our reservations regarding approval of a POU that contained a statement that some areas would still be dedicated to private use. We also understood that there may be some local controversy regarding the highest and best public recreational use to which the property should be put that perhaps the City was still in the process of resolving. In general, however, we find that the proposed utilization plan represents an improved approach to opening the area to public recreational use and would meet NPS requirements for consistency with the terms of the property transfer, with one caveat.

The one area of major concern for us is the private boarding of horses. The first priority, as we understand your POU, would be for stabling horses needed for lessons and rentals, as well as some short-term boarding for visitors coming to the area to use the trails. Those very clearly serve the public park purpose.

Private long-term boarding of horses is not a public recreational use of the site. As we have stated in previous communications, boarding of horses is not precluded as a legitimate public recreational use of the park in certain circumstances. Those circumstances require that boarding of horses be structured such that it is a public use, not one that establishes a long-term right of exclusive occupancy. This requires a fair allocation system for boarding opportunities – such as waiting lists, rotations, and award of limited duration (even if longer than short-term) boarding contracts with no guarantee of renewal that allow broad public use. Boarding of horses for anything more than short-term periods, if allowed at all, should use a small percentage of the boarding space available. The presence of privately owned boarded horses may not impede the public access to and use of the park. Horses owned by a concessionaire that are used for public rental, trail rides, and riding instruction may reside at the stables while in such service. No portion of the park may be dedicated to private use.

The proposed POU remarks that park improvements depend upon income from horse boarding. As stated above and previously, the park is restricted to use only for park and public recreation area purposes. Therefore any activity conducted on the site must be for that purpose. Generation of revenues by a non-public-recreational use may not be justified on the basis of its eventual economic support of the park. Therefore, any boarding that occurs, must be carried out as a public use. Also, under the terms of the deed, any revenues generated on the parkland must be channeled back to park maintenance, operations, and improvements.

With the proviso that the City establishes a suitable plan to make boarding of horses an equitable public park use, we concur in the revised program of utilization presented in the referenced 2013 document.

We assume that any site plans that would alter the facilities or use of the area would be subject to compliance with state and local requirements regarding environmental and cultural resources.

As a reminder, the area must be permanently and clearly signed as land that was received from the federal government for use as a public park. Our current guidance is for the following language: "This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public".

As you know, any concession or license agreements must be reviewed by the National Park Service for consistency with the terms of the transfer. Leases and granting of easements or any property rights, are not allowed.

Biennial Reports are also required under the terms of the transfer, and should be submitted to NPS by the City of Marina, not by a licensee or concessionaire. They should include reports of park use and condition, revenues and expenditures, capital improvements, management issues, and a certification regarding non-discrimination and use of revenues. We have a standard form available for this purpose.

Please let me know if you have questions or concerns about any of this, and best wishes to you in the next phase of this project.

Sincerely,

David Siegenthaler
Pacific West Region
National Park Service
333 Bush Street, Suite 500
San Francisco, CA 94104-2828
V: 415-623-2334
F: 415-623-2387

Federal Lands to Parks
Land and Water Conservation Fund
Urban Park and Recreation Recovery Program
National Historic Lighthouse Preservation Program

RESOLUTION 2021-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING A PRESENTATION ON THE MARINA EQUESTRIAN CENTER PARK; APPROVING CHAPARRAL COUNTRY CORPORATION, INC. OF WOODSIDE, CA AS THE MOST QUALIFIED RESPONDENT TO THE REQUEST FOR PROPOSALS (RFP) TO PROVIDE RECREATIONAL FACILITIES AND PROGRAMS TO THE PUBLIC AT THE MARINA EQUESTRIAN CENTER PARK; DIRECTING STAFF TO NEGOTIATE THE TERMS OF A CONCESSION AGREEMENT WITH CHAPARRAL COUNTRY CORPORATION, INC. OF WOODSIDE, CA; DIRECTING STAFF TO OBTAIN NATIONAL PARK SERVICE'S CONCURRENCE WITH THE TERMS OF A CONCESSION AGREEMENT; DIRECT STAFF TO DO FURTHER VETTING OF THE FINANCIALS BY THE CHAPARRAL CORPORATION; AND DIRECTING STAFF TO RETURN TO CITY COUNCIL WITH A CONCESSION AGREEMENT FOR APPROVAL.

WHEREAS the 35-acre parcel of property at 5th Avenue and 9th Street known as the "Marina Equestrian Center Park" was deeded by the U.S. Government to the City of Marina on April 13, 1998, under the National Park Service's (NPS) Federal Lands to Parks Program; and

WHEREAS the Quitclaim Deed recorded April 24, 1998 attached as **EXHIBIT A**, the "Public Conveyance of Parks and Recreation Property at Fort Ord" July 1993 attached as **EXHIBIT B**, and the letter dated May 25, 1994 with City of Marina Resolution No. 94-23 attached as **EXHIBIT C** provided for the transfer of 34.7 acres commonly referred to as "horse stables at Fort Ord" to remain as equestrian center for public recreation and use; and

WHEREAS on July 16, 2013, City Council unanimously adopted a proposed Program of Utilization (POU) for the Marina Equestrian Center Park; and

WHEREAS in July 2013, the proposed POU was submitted to the National Park Service; and

WHEREAS on January 12, 2017, the National Park Service communicated its approval of the proposed POU with the proviso that the private long-term boarding of horses is not a public recreational use of the site and the City must establish a suitable plan to make boarding of horses an equitable park use; and

WHEREAS in order to implement the POU, the City Council adopted resolution 2017-28 on March 21, 2017, directing staff to prepare and issue a Request for Proposals (RFP) for a concessionaire to operate an equestrian facility at the Marina Equestrian Center Park consistent with the POU and direction from the NPS; and

WHEREAS staff issued an RFP for potential concessionaires on October 23, 2020. Three proposals in response to the RFP were received on January 4, 2021; and

WHEREAS three proposals in response to the RFP were received on January 4, 2021. The proposing concessionaires were Chaparral Country Corporation, Inc. (proposal attached as **EXHIBIT H**); Marina Equestrian Association (proposal attached as **EXHIBIT I**); and Fort Ord Equine Foundation (proposal attached as **EXHIBIT J**). Interviews of all three proposers were conducted on February 8th, 2021; and

WHEREAS staff evaluated the proposals, presentations by the proposers and interview responses according to the criteria stated in the RFP. The proposers were rated and ranked to determine the most qualified respondent to the request for proposals. Staff determined that Chaparral Country Corporation, Inc., of Woodside CA is the most qualified concessionaire.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves Resolution No. 2021– which includes the following actions:

1. Receiving a presentation on the Marina Equestrian Center Park;
2. Approving Chaparral Country Corporation, Inc. of Woodside CA as the most qualified respondent to the request for proposals (RFP) to provide recreational facilities and programs to the public at the Marina Equestrian Center Park;
3. Directing staff to negotiate the terms of a concession agreement with Chaparral Country Corporation, Inc. of Woodside CA;
4. Directing staff to obtain National Park Service’s concurrence with the terms of a concession agreement; and
5. Direct staff to do further vetting of the financials by the Chaparral Corporation; and
6. Directing staff to return to City Council with a concession agreement for approval.

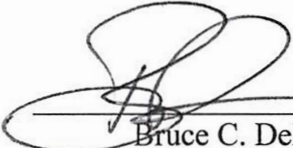
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 8th day of September 2021, by the following vote:

AYES: COUNCIL MEMBERS: Burnett, Berkley, Biala

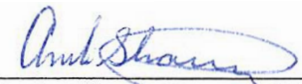
NOES: COUNCIL MEMBERS: Medina Dirksen, Delgado

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None


Bruce C. Delgado, Mayor

ATTEST:


Anita Sharp, Deputy City Clerk

JIMMY PANETTA
70TH DISTRICT, CALIFORNIA

CHIEF DEPUTY WHIP

COMMITTEE ON
WAYS AND MEANS

COMMITTEE ON
AGRICULTURE

COMMITTEE ON
ARMED SERVICES

Congress of the United States
House of Representatives
Washington, DC 20515-0520

400 CANNON HOUSE OFFICE
BUILDING
WASHINGTON, DC 20515
(202) 225-2861

142 WEST ALISAL
ROOM F116
SALINAS, CA 93901
(831) 424-2229

701 OCEAN STREET
ROOM 318
SANTA CRUZ, CA 95060
(831) 429-1876

December 14, 2021

David Siegenthaler
Regional Program Manager
Federal Lands to Parks
National Park Service
909 First Ave, Suite 500
Seattle, WA 98104

Dear Mr. Siegenthaler:

I write to respectfully request that the City Council of Marina, California be allowed to make its own decision when it comes to any long-term horse boarding at the Marina Equestrian Center (MEC). Although some long-term boarding at the MEC has been sanctioned by the National Park Service (NPS) over the past twenty years, you recently decided to stop that long-established service. We ask that you reconsider your decision in order to allow the Marina City Council to make its own determination as to whether there can be some long-term boarding at the MEC. The decision whether some long-term boarding is in the best interest to the public should be decided by the people of the City of Marina and their representatives on the City Council, and not the federal government.

For over two decades, the NPS and the City of Marina allowed and encouraged some long-term boarding as a component of the MEC. This park's creation and existence as a community-centered public horse park is an important part of history. The original vision and deed for the MEC was for equestrian use and included some long-term boarding. The original horse stalls were built by a veteran, Sergeant Allen MacDonald, with the permission of the U.S. Army in 1968. His role is memorialized with the Sergeant Allan MacDonald Cavalry Trail that starts at the MEC.

The 1998 quitclaim deed, the 1998 program of utilization, and the current program of utilization approved by the Marina City Council July 16, 2013 and approved by you in 2017, all allowed for some long-term boarding. The 1998 deed states, "This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee..."¹ That 1998 program of utilization included a "sixty horse, self-care boarding facility" and was approved by Gary Munsterman who was the NPS Regional Coordinator for the Federal Lands to Parks program at that time.²

¹ 1998 Equestrian Center Quitclaim Deed, enclosed.

² 1998 Equestrian Center Parcel Program of Utilization, enclosed.

The 2013 program of utilization that you approved is the current governing document for the City of Marina. Long-term boarding is specifically addressed as one of the equitable uses in the concept plan in this document. It states, "The equestrian facilities on the site will be available for...both temporary and some private long-term boarding...", along with other public activities. It also states, "A portion of the existing stables will be available for self-care and full-care boarding."³

It is clear from those guiding documents that there is a precedent for some long-term boarding and that the boarding of horses has always been a use of this property dating back to 1968. What is unclear is on what basis NPS has now decided to not allow any public long-term boarding at the park, even though the 1998 deed states the property shall be used in compliance with the approved program of utilization.

The statute authorizing the Federal Lands to Parks Program, in 40 U.S.C. 550(b) and (e), very broadly defines what is a public park and a public use. It states, "The [GSA] Administrator ... may assign to the Secretary of the Interior for disposal surplus real property, including buildings, fixtures, and equipment situated on the property, that the Secretary recommends as needed for use as a public park or recreation area."⁴

To help clarify NPS's interpretation of the statute, the NPS Programs brochure provides background and summary information on the Federal Lands to Parks Program. It states that applicants to the program agree to "maintain the property for public park and recreational use in perpetuity."⁵ However, no specific information is provided to explain what constitutes such use. Certainly, no information concerning restrictions on the use of the buildings and fixtures transferred nor regarding limitations on horse boarding is provided.

Members of the Marina Equestrian Association (MEA), who have provided the boarding services, have put their own labor in to offset the normal commercial costs of operating a stable. The MEA has provided an opportunity for working-class families to experience horse ownership, in addition to hosting other public activities. MEA volunteers have provided public riding lessons, equine therapy programs for community members with special needs, and equine-assisted learning programs for veterans. The MEA has worked to put on the annual Fall Festival, providing wagon and pony rides and a petting zoo for local families. The MEC itself has also served as an emergency animal evacuation site, and MEA members have provided emergency care to animals from evacuated fire areas.

The NPS is working with the City of Marina to approve a new concessionaire agreement for the MEC. You told city staff and council that any amount of long-term boarding is no longer allowed at the park and cannot be included in a concession agreement. City staff and the Council also believe that NPS will take back the land if long-term boarding is included in the new

³ 2013 Approved Program of Utilization, enclosed.

⁴ The Federal Property and Administrative Services Act. 40 U.S.C. §550. 1949.

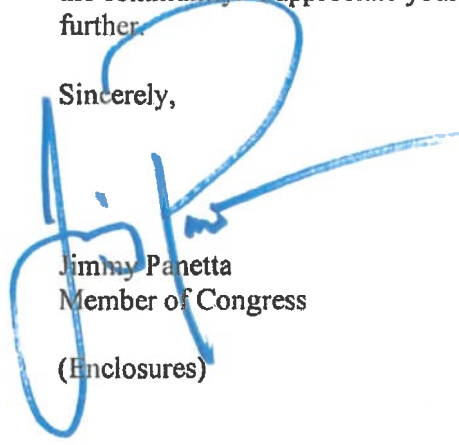
<https://www.govinfo.gov/content/pkg/USCODE-2011-title40/html/USCODE-2011-title40-subtitle1-chap5-subchapIII-sec550.htm>

⁵ Federal Lands to Parks Program. National Park Service. [Brochure]. <http://npshistory.com/brochures/fed-lands-to-parks-pgm-2011.pdf>

concession agreement, undermining the Council's ability to weigh all options for what would best benefit the local community.

Therefore, I request that you reconsider your prior decision regarding long-term boarding and allow the City Council to determine whether some long-term boarding is an appropriate use of the Marina Equestrian Center, provided that it is an equitable use of the park and supported by the community. I appreciate your attention to my concerns and look forward to discussing them further.

Sincerely,



Jimmy Panetta
Member of Congress

(Enclosures)



United States Department of the Interior

National Park Service
1849 C Street NW
Washington, DC 20240

IN REPLY REFER TO:

July 12, 2022

Layne Long, City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Subject: Final Request to Cure Non-Compliance, Marina Equestrian Center Park

Dear Mr. Long:

I am inquiring about the status of the draft concession agreement for the City-selected concessionaire, Chaparral Ranch, for the operation of the Marina Equestrian Center Park. Since the Marina City Council selected Chaparral Ranch in September of 2021, the National Park Service (NPS) has been waiting to receive a draft concession agreement to begin its required review. The City's failure to provide the promised concession agreement to resolve the documented non-compliance has placed the park in jeopardy.

Without an NPS-approved concessionaire agreement the operation of the Marina Equestrian Center Park continues to be out of compliance with the public recreational use requirement of the Federal Lands to Parks (FLP) deed. I write to express both the need for immediate action on the part of the City, and to give you an idea of the next steps we will take if corrective action is not forthcoming.

The City has been correctly and repeatedly informed by the NPS Regional FLP Program Manager, David Siegenthaler, that private, long-term horse boarding is not a legitimate and acceptable public recreational use of the park under the FLP Program requirements. As NPS has stated repeatedly through correspondences starting with Mayor Altfeld in November 2008 to more recently to Mayor Delgado in April 2021, no portion of the park may be dedicated to private use. That means that no pseudo-ownership concepts such as time shares or long-term rental agreements to individuals are allowed. If horse boarding is allowed at all, it must be of limited, short-term duration, and the rationale tied to specific recreational needs in a public park where the public are visitors as opposed to "residents". The City's plans for operation of the equestrian center must spell out how it will manage any such boarding services to ensure they align with the public recreational purpose mandated in the deed. The City has had a long history of allowing horse boarders to develop a sense of exclusive entitlement to access to, and use of, the equestrian center. NPS needs to see language (in the concessionaire agreement and/or management plan) and practice that prevents anyone from forming the expectation that they are assured of a secure boarding arrangement or home residency for a long-term. For example, if allowed at all, any boarding agreements should be of limited duration with explicit provisions regarding time limitations and non-renewability. Such labels as "public boarding" and "self-care boarding" must not be used to semantically obscure an intention to allow long-term horse boarding by private individuals.

Along with a statement regarding how the City intends to manage the equestrian center park, and the draft concession agreement with Chaparral Ranch, NPS requests that the City submit an explanation of its financial and organizational capability to operate and maintain the park and its facilities. In the past it

appears that the City intended the facilities to be operated, maintained and upgraded through the efforts of a volunteer organization. That effort has failed to achieve the public recreational purpose of the conveyance due to the private interests of the group and its lack of having a primary public service purpose. And it has failed to maintain the physical structures, due in part to the lack of sufficient City funding to support the park and its allowance of facility use with inadequate contributions by the limited number of users. In essence, the private, low-cost use of the park has been significantly subsidized by the public.

NPS is in conversation with the General Services Administration (GSA) regarding compliance enforcement options available to us in light of the City's long delay in making Marina Equestrian Center Park a truly public park. GSA agrees with us that a remedy is needed and supports our pursuit of remedial action by either: (1) voluntary reversion to federal ownership, (2) abrogation of the park use requirements through sale of the property to the city at fair market value, (3) transfer of the property to another governmental entity capable of operating the site as a public park or (4) as a last resort through an involuntary reversion, absent an adequate response by the city to our request for a public use plan that meets the public recreation purpose of the conveyance.

NPS continues to support the City's efforts to make the Marina Equestrian Center Park a truly public park. The City staff have put a great deal of effort into locating a concessioner which is capable of facilitating the City's plans to achieve those ends. Now is the time to terminate the hold private individuals and groups have on the City. To summarize, we are requesting the following by August 1, 2022.

- 1) A draft concession agreement for the operation of Marina Equestrian Center Park
- 2) A management plan regarding how the City intends to ensure the public park purpose is carried out, and that the park is open, available, and in good condition for park visitors.
- 3) A financial and organizational capability statement to support the City's plans for the Center.

If the City finds these requirements objectionable, NPS requests that the City consider a voluntary reversion of the property to federal ownership or purchase of the property at fair market value. If not, NPS and GSA will have, to pursue one of the other alternatives previously noted.

If you have any questions regarding these requirements, please feel free to contact our Regional FLP Program Manager, David Siegenthaler. Mr. Siegenthaler has consistently and accurately represented the policies and requirements of the National Park Service and the federal surplus property public benefit conveyance regulations in this matter.

Sincerely,



Joel Lynch, Chief
Division, State and Local Assistance Programs
National Park Service
Washington, DC

cc: General Services Administration