AGENDA

Tuesday, December 6, 2022 **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 2022-134, 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.

The most effective method of communication with the City Council is by sending an email to marina@cityofmarina.org 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)**

LAND ACKNOWLEDGEMENT

The City recognizes that it was founded and is built upon the traditional homelands and villages first inhabited by the Indigenous Peoples of this region - the Esselen and their ancestors and allies - and honors these members of the community, both past and present.

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. PUBLIC COMMENT: None

4. CLOSED SESSION: None

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

6. SPECIAL PRESENTATIONS:

   a. Consider adopting Resolution No. 2022-, canvassing the November 8, 2022, General Municipal Election of the City of Marina.

   b. Swearing-in of District 1 City Council Member-Elect Brian McCarthy

   c. Swearing-in of District 4 City Council Member-Elect Liesbeth Visscher

   d. Swearing In of Mayor-Elect Bruce C. Delgado

ROLL CALL & RE-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)

Brian McCarthy, Liesbeth Visscher, Cristina Medina Dirksen, Mayor Pro-Tem/Vice Chair, Kathy Biala, Mayor/Chair, Bruce Delgado

7. COUNCIL AND STAFF ANNOUNCEMENTS:

8. PUBLIC COMMENT**:** *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. 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. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*

9. 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 and non-controversial. 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 City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. CONSENT AGENDA: *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*

    a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) Check Numbers 101194-101320, totaling $2,325,896.14
        Successor Agency Accounts Payable Check Number 101, totaling $10,619.19

    b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) November 1, 2022, Regular City Council Meeting

        (2) November 15, 2022, Regular City Council Meeting

    c. CLAIMS AGAINST THE CITY:

        (1) Consider Rejection of Claim - claimant Utako Asbury for a claim received on November 28, 2022.

    d. AWARD OF BID: None

    e. CALL FOR BIDS: None

    f. ADOPTION OF RESOLUTIONS:

        (1) Adopting Resolution No. 2022-, regarding the Ralph M. Brown Act (Govt Code §§54950-54963, making certain findings; and authorizing the City to continue to implement remote teleconferenced public meetings for the period December 21, 2022, through January 19, 2023.

        (2) Adopting Resolution No. 2022-, approving regular City Council meeting schedule for 2023 Calendar Year.

        (3) Adopting Resolution No. 2022-, approving a Property and Evidence Technician classification and Salary Schedule.

(4) Adopting Resolution No. 2022-, approving a Human Resources Director classification and salary schedule; and, authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans.

g. APPROVAL OF AGREEMENTS:

(1) Approving Amendment No. 2 to the Lease Agreement between the City of Marina and Joby Aero Inc for expanded lease space at 761 Neeson Road (Building 524) at the Marina Municipal Airport.

(2) Adopting Resolution No. 2022- and Resolution No. 2022- (NPC), approving Amendment No. 4 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area; ***AND*** Adopting Resolution No. 2022- and Resolution No. 2022- (PPSC-NPC), approving Amendment No. 4 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area approval by the City Attorney/Non-Profit Corporation Legal Counsel.

(3) Adopting Resolution No. 2022-, approving an Agreement for Professional Restoration & Cleaning Services between the City of Marina and Belfor USA Group, Inc for the City owned building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport.

(4) Adopting Resolution No. 2022-, authorizing the City Manager to execute a Side Letter Agreement to the Memorandum of Understanding between the City of Marina and the Management Employees Association of Marina (MMEA); and authorizing adjustments to the City's Salary Schedule and Compensation Plan.

(5) Adopting Resolution No. 2022-, approving the agreement between the City of Marina and Environmental Innovations, to provide on-call professional services for solid waste management; and authorizing budget allocation and appropriation from the General Fund in the amount of $25,000 for FY22-23.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) Adopting Resolution No. 2022-, receiving and filing the fiscal year 2021-2022 annual report on the collection and use of mitigation fees for new development impacts.

(2) Adopting Resolution No. 2022-, receiving and filing the 2022 Information Report on the adjustment of mitigation fees for new development.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

(1) Read by title only and waive further reading and approve Ordinance 2022-, approving amendments to Title 17 of the Marina Municipal Code (MMC) pertaining to small and large family childcare homes, day care centers, supportive housing uses, and conditional use permits for multi-family housing. The action is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

(2) Read by title only and waive further reading and approve Ordinance 2022-, approving an amendment to Section 17.12.060 of the MMC) pertaining to height limits in the R-4 zoning district. The action is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

m. APPROVE APPOINTMENTS: None

11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*

a. Consider modifications to remove the required façade improvements and grant an extension of the site improvements in City Council Resolution No. 2020-65 to January 3, 2024, for the combined medical/adult cannabis dispensary use at 3100 Del Monte Boulevard (APN 032-192-018-000). This project is exempt from CEQA per Article 19, Section 15301 (existing facilities). ***Continued to from November 15, 2022***

12. 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. Members of the public may be given up to three (3) minutes to speak.*

13. 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. Members of the public may be given up to three (3) minutes to speak.*

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. Adopting Resolution No. 2022-, authorizing the City Manager to execute a Side Letter Agreement to the Memorandum of Understanding between the City of Marina and the Marina Directors; and authorizing adjustments to the City's Salary Schedule and Compensation Plan.

b. Adopting Resolution No. 2022-, authorizing execution of Employee Contract Amendment No. 2 with Layne Long, City Manager; authorizing adjustments to the City's Salary Schedule and Compensation Plan.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

b. Council reports on meetings and conferences attended (Gov't Code Section 53232).

15. 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, December 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.ciytofmarina.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.

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

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

CITY HALL 2022 HOLIDAYS
(City Hall Closed)

Winter Break Friday, December 23, 2022-Friday, December 30, 2022

November 30, 2022 Item No. **6a**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2020

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, CANVASSING THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION OF THE CITY OF MARINA

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, canvassing the November 8, 2022 General Municipal Election of the City of Marina.

BACKGROUND:
On November 8, 2022, the City of Marina held a consolidated General Municipal Election for the election of one Mayor for a four-year term and two City Council Members for District 1 and District 4 for a four-year term.

ANALYSIS:
Prior to the elected officials taking office, the vote must be canvassed and certified by the Elections Office of the County of Monterey. This canvas and certification have now been completed ("**EXHIBIT A**").

A recap of the votes is listed below.

The total number of registered voters in the **City of Marina,** was 12,311; and the total number of turnout votes were 6,178. Total votes cast for Mayor At-Large was 4,733.

Office of Mayor, one (1) Four-Year Term:

Name	**Number of Votes**	**Percentage of Votes**
Bruce Carlos Delgado	4,733	100%
Total Votes	4,733	100%

The total number of registered voters in the **City of Marina, District 1** was 2,770; and the total number of turnout votes were 1,234. Total votes cast for District 1was 971.

District 1, Office of Council Member for a Four-Year Terms:

Name	**Number of Votes**	**Percentage of Votes**
Brian McCarthy	971	100%
Total Votes	971	100%

The total number of registered voters in the **City of Marina, District 4** was 2,445; and the total number of turnout votes was 1,225 and the total number of votes cast was 1,070.

District 4, Office of Council Member for a Four-Year Terms:

Name	Number of Votes	Percentage of Votes
Liesbeth Visscher	578	54.02%
Leslie Martin	492	45.98%
Total Votes	1,070	100%

FISCAL IMPACT: None

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

Respectfully submitted,

_____
Anita Sharp
Deputy City Clerk/Election Filing Official
City of Marina
REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CANVASSING THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION IN THE CITY OF MARINA

WHEREAS, Resolution No. 2022-59, called and provided for a General Municipal Election to be consolidated with the statewide election held on Tuesday, November 8, 2022, for the election of one Mayor At-Large for a four-year term and two City Council Members for District 1 and District 4 for a four-year term as required by the provisions of the laws of the State of California: and

WHEREAS, On November 8, 2022, the City of Marina held a consolidated General Municipal Election for the election of one Mayor - At-Large and two City Council Members for District 1 and District 4 for a four-year term: and

WHEREAS, prior to the elected officials taking office, the vote must be canvassed and certified by the Elections Office of the County of Monterey. This canvas and certification have now been completed ("Exhibit A").

NOW, THEREFORE, BE IT RESOLVED, that it is found and determined:

1. The total number of registered voters in the **City of Marina,** was 12,311; and the total number of turnout votes were 6,178. Total votes cast for Mayor At-Large was 4,733.

Office of Mayor, one (1) Four-Year Term:

Name	**Number of Votes**	**Percentage of Votes**
Bruce Carlos Delgado	**4,733**	**100%**

2. The total number of registered voters in the **City of Marina, District 1** was 2,770; and the total number of turnout votes were 1,234. Total votes cast for District 1was 971

District 1, Office of Council Member for a Four-Year Terms:

Name	**Number of Votes**	**Percentage of Votes**
Brian McCarthy	**971**	**100%**

3. The total number of registered voters in the **City of Marina, District 4** was 2,445; and the total number of turnout votes was 1,225 and the total number of votes cast was 1,070.

District 4, Office of Council Member for a Four-Year Terms:

Name	**Number of Votes**	**Percentage of Votes**
Liesbeth Visscher	**578**	**54.07%**
Leslie Martin	491	45.93%

The persons receiving the highest number of votes cast at said election for the four (4) year term Office of Mayor At-Large **Bruce C. Delgado** and District 1 Council Member, **Brian McCarthy,** and District 4 Council Member, **Liesbeth Visscher**, are hereby declared to be elected for a four (4) year term.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST at the **General Election** held on November 8, 2022 } ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California hereby certify;

THAT an election was held within the boundaries of the **City of Marina** on November 8, 2022 for the purpose of electing **(1) Mayor** to the **City of Marina**, and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the **City of Marina**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this Wednesday, November 30, 2022 and filed this date with the **City of Marina**.

Gina Martinez
Registrar of Voters



City of Marina, Mayor (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

District	Turnout	Registered Voters	BRUCE CARLOS DELGADO		Total Votes
Countywide					
Electionwide					
Vote by Mail (VBM)	5,712	12,311	4,411	100.00%	4,411
Early Voting (EV)	20	12,311	18	100.00%	18
Polling Place (PP)	446	12,311	304	100.00%	304
Electionwide - Total	6,178	12,311	4,733	100.00%	4,733
Congressional					
19th Congressional District					
Vote by Mail (VBM)	5,712	12,311	4,411	100.00%	4,411
Early Voting (EV)	20	12,311	18	100.00%	18
Polling Place (PP)	446	12,311	304	100.00%	304
19th Congressional District - Total	6,178	12,311	4,733	100.00%	4,733
Senatorial Districts					
17th State Senatorial District					
Vote by Mail (VBM)	5,712	12,311	4,411	100.00%	4,411
Early Voting (EV)	20	12,311	18	100.00%	18
Polling Place (PP)	446	12,311	304	100.00%	304
17th State Senatorial District - Total	6,178	12,311	4,733	100.00%	4,733
Assembly Districts					
30th State Assembly District					
Vote by Mail (VBM)	5,712	12,311	4,411	100.00%	4,411
Early Voting (EV)	20	12,311	18	100.00%	18
Polling Place (PP)	446	12,311	304	100.00%	304
30th State Assembly District - Total	6,178	12,311	4,733	100.00%	4,733
Supervisorial Districts					
4th Supervisorial District					
Vote by Mail (VBM)	5,712	12,311	4,411	100.00%	4,411
Early Voting (EV)	20	12,311	18	100.00%	18
Polling Place (PP)	446	12,311	304	100.00%	304
4th Supervisorial District - Total	6,178	12,311	4,733	100.00%	4,733
City Districts					
City of Marina					
Vote by Mail (VBM)	5,712	12,311	4,411	100.00%	4,411
Early Voting (EV)	20	12,311	18	100.00%	18
Polling Place (PP)	446	12,311	304	100.00%	304
City of Marina - Total	6,178	12,311	4,733	100.00%	4,733
City Districts sub-district City of Marina Council District 1					
Vote by Mail (VBM)	1,121	2,770	879	100.00%	879

District	Turnout	Registered Voters	BRUCE CARLOS DELGADO		Total Votes
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	83	100.00%	83
City of Marina Council District 1 - Total	1,234	2,770	964	100.00%	964
City of Marina Council District 2					
Vote by Mail (VBM)	1,803	3,712	1,395	100.00%	1,395
Early Voting (EV)	6	3,712	6	100.00%	6
Polling Place (PP)	143	3,712	83	100.00%	83
City of Marina Council District 2 - Total	1,952	3,712	1,484	100.00%	1,484
City of Marina Council District 3					
Vote by Mail (VBM)	1,637	3,384	1,238	100.00%	1,238
Early Voting (EV)	6	3,384	4	100.00%	4
Polling Place (PP)	124	3,384	88	100.00%	88
City of Marina Council District 3 - Total	1,767	3,384	1,330	100.00%	1,330
City of Marina Council District 4					
Vote by Mail (VBM)	1,151	2,445	899	100.00%	899
Early Voting (EV)	6	2,445	6	100.00%	6
Polling Place (PP)	68	2,445	50	100.00%	50
City of Marina Council District 4 - Total	1,225	2,445	955	100.00%	955
Unincorporated Area					

City of Marina, Mayor (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct		Turnout	Registered Voters	BRUCE CARLOS DELGADO		Total Votes
Countywide Electionwide						
4082						
	Vote by Mail (VBM)	882	1,885	644	100.00%	644
	Early Voting (EV)	2	1,885	****	****	****
	Polling Place (PP)	77	1,885	55	100.00%	55
	Total	961	1,885	701	100.00%	701
4083						
	Vote by Mail (VBM)	578	1,241	453	100.00%	453
	Early Voting (EV)	0	1,241	0		0
	Polling Place (PP)	53	1,241	38	100.00%	38
	Total	631	1,241	491	100.00%	491
4084						
	Vote by Mail (VBM)	338	786	281	100.00%	281
	Early Voting (EV)	2	786	****	****	****
	Polling Place (PP)	18	786	8	100.00%	8
	Total	358	786	291	100.00%	291
4085						
	Vote by Mail (VBM)	543	1,529	426	100.00%	426
	Early Voting (EV)	2	1,529	****	****	****
	Polling Place (PP)	58	1,529	45	100.00%	45
	Total	603	1,529	473	100.00%	473
4086						
	Vote by Mail (VBM)	606	1,203	446	100.00%	446
	Early Voting (EV)	3	1,203	****	****	****
	Polling Place (PP)	45	1,203	36	100.00%	36
	Total	654	1,203	485	100.00%	485
4087						
	Vote by Mail (VBM)	859	1,723	668	100.00%	668
	Early Voting (EV)	1	1,723	****	****	****
	Polling Place (PP)	80	1,723	39	100.00%	39
	Total	940	1,723	708	100.00%	708
4088						
	Vote by Mail (VBM)	933	2,018	739	100.00%	739
	Early Voting (EV)	4	2,018	****	****	****
	Polling Place (PP)	59	2,018	44	100.00%	44
	Total	996	2,018	787	100.00%	787
4188						
	Vote by Mail (VBM)	755	1,499	594	100.00%	594
	Early Voting (EV)	4	1,499	****	****	****
	Polling Place (PP)	47	1,499	33	100.00%	33
	Total	806	1,499	629	100.00%	629

EXHIBIT A - Delgado

Precinct 9439		Turnout	Registered Voters	BRUCE CARLOS DELGADO		Total Votes
	Vote by Mail (VBM)	218	427	160	100.00%	160
	Early Voting (EV)	2	427	****	****	****
	Polling Place (PP)	9	427	****	****	****
	Total	229	427	168	100.00%	168
	Electionwide - Total	6,178	12,311	4,733	100.00%	4,733

CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST at the **General Election** held on November 8, 2022 } ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California hereby certify;

THAT an election was held within the boundaries of the **City of Marina** on November 8, 2022 for the purpose of electing **(1) Member, City Council** to the **City of Marina, District 1**, and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the **City of Marina**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this Wednesday, November 30, 2022 and filed this date with the **City of Marina**.

Gina Martinez
Registrar of Voters

MONTEREY COUNTY OFFICIAL SEAL REGISTRAR OF VOTERS

City of Marina, Member, City Council District 1 (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

District	Turnout	Registered Voters	BRIAN MCCARTHY		Total Votes
Countywide					
Electionwide					
Vote by Mail (VBM)	1,121	2,770	888	100.00%	888
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	81	100.00%	81
Electionwide - Total	1,234	2,770	971	100.00%	971
Congressional					
19th Congressional District					
Vote by Mail (VBM)	1,121	2,770	888	100.00%	888
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	81	100.00%	81
19th Congressional District - Total	1,234	2,770	971	100.00%	971
Senatorial Districts					
17th State Senatorial District					
Vote by Mail (VBM)	1,121	2,770	888	100.00%	888
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	81	100.00%	81
17th State Senatorial District - Total	1,234	2,770	971	100.00%	971
Assembly Districts					
30th State Assembly District					
Vote by Mail (VBM)	1,121	2,770	888	100.00%	888
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	81	100.00%	81
30th State Assembly District - Total	1,234	2,770	971	100.00%	971
Supervisorial Districts					
4th Supervisorial District					
Vote by Mail (VBM)	1,121	2,770	888	100.00%	888
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	81	100.00%	81
4th Supervisorial District - Total	1,234	2,770	971	100.00%	971
City Districts					
City of Marina					
Vote by Mail (VBM)	1,121	2,770	888	100.00%	888
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	81	100.00%	81
City of Marina - Total	1,234	2,770	971	100.00%	971
City Districts sub-district					
City of Marina Council District 1					
Vote by Mail (VBM)	1,121	2,770	888	100.00%	888

District	Turnout	Registered Voters	BRIAN MCCARTHY		Total Votes
Early Voting (EV)	2	2,770	2	100.00%	2
Polling Place (PP)	111	2,770	81	100.00%	81
City of Marina Council District 1 - Total	1,234	2,770	971	100.00%	971
Unincorporated Area					

City of Marina, Member, City Council District 1 (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct		Turnout	Registered Voters	BRIAN MCCARTHY		Total Votes
Countywide						
Electionwide						
4083						
	Vote by Mail (VBM)	578	1,241	465	100.00%	465
	Early Voting (EV)	0	1,241	0		0
	Polling Place (PP)	53	1,241	40	100.00%	40
	Total	631	1,241	505	100.00%	505
4085						
	Vote by Mail (VBM)	543	1,529	423	100.00%	423
	Early Voting (EV)	2	1,529	****	****	****
	Polling Place (PP)	58	1,529	41	100.00%	41
	Total	603	1,529	466	100.00%	466
	Electionwide - Total	1,234	2,770	971	100.00%	971

CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST at the **General Election** held on November 8, 2022 } ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California hereby certify;

THAT an election was held within the boundaries of the **City of Marina** on November 8, 2022 for the purpose of electing **(1) Member, City Council** to the **City of Marina, District 4**, and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the **City of Marina**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this Wednesday, November 30, 2022 and filed this date with the **City of Marina**.

Gina Martinez
Registrar of Voters



EXHIBIT A

City of Marina, Member, City Council District 4 (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

District	Turnout	Registered Voters	ELISABETH "LIESBETH" VISSCHER		LESLIE D. MARTIN		Total Votes
Countywide							
Electionwide							
Vote by Mail (VBM)	1,151	2,445	559	55.24%	453	44.76%	1,012
Early Voting (EV)	6	2,445	0	0.00%	6	100.00%	6
Polling Place (PP)	68	2,445	19	36.54%	33	63.46%	52
Electionwide - Total	1,225	2,445	578	54.02%	492	45.98%	1,070
Congressional							
19th Congressional District							
Vote by Mail (VBM)	1,151	2,445	559	55.24%	453	44.76%	1,012
Early Voting (EV)	6	2,445	0	0.00%	6	100.00%	6
Polling Place (PP)	68	2,445	19	36.54%	33	63.46%	52
19th Congressional District - Total	1,225	2,445	578	54.02%	492	45.98%	1,070
Senatorial Districts							
17th State Senatorial District							
Vote by Mail (VBM)	1,151	2,445	559	55.24%	453	44.76%	1,012
Early Voting (EV)	6	2,445	0	0.00%	6	100.00%	6
Polling Place (PP)	68	2,445	19	36.54%	33	63.46%	52
17th State Senatorial District - Total	1,225	2,445	578	54.02%	492	45.98%	1,070
Assembly Districts							
30th State Assembly District							
Vote by Mail (VBM)	1,151	2,445	559	55.24%	453	44.76%	1,012
Early Voting (EV)	6	2,445	0	0.00%	6	100.00%	6
Polling Place (PP)	68	2,445	19	36.54%	33	63.46%	52
30th State Assembly District - Total	1,225	2,445	578	54.02%	492	45.98%	1,070
Supervisorial Districts							
4th Supervisorial District							
Vote by Mail (VBM)	1,151	2,445	559	55.24%	453	44.76%	1,012
Early Voting (EV)	6	2,445	0	0.00%	6	100.00%	6
Polling Place (PP)	68	2,445	19	36.54%	33	63.46%	52
4th Supervisorial District - Total	1,225	2,445	578	54.02%	492	45.98%	1,070
City Districts							
City of Marina							
Vote by Mail (VBM)	1,151	2,445	559	55.24%	453	44.76%	1,012
Early Voting (EV)	6	2,445	0	0.00%	6	100.00%	6
Polling Place (PP)	68	2,445	19	36.54%	33	63.46%	52
City of Marina - Total	1,225	2,445	578	54.02%	492	45.98%	1,070
City Districts sub-district							
City of Marina Council District 4							
Vote by Mail (VBM)	1,151	2,445	559	55.24%	453	44.76%	1,012
Early Voting (EV)	6	2,445	0	0.00%	6	100.00%	6
Polling Place (PP)	68	2,445	19	36.54%	33	63.46%	52
City of Marina Council District 4 - Total	1,225	2,445	578	54.02%	492	45.98%	1,070
Unincorporated Area							

EXHIBIT A

City of Marina, Member, City Council District 4 (Vote for 1)

**** - *Insufficient Turnout to Protect Voter Privacy*

Precinct		Turnout	Registered Voters	ELISABETH "LIESBETH" VISSCHER		LESLIE D. MARTIN		Total Votes
Countywide								
Electionwide								
4088								
	Vote by Mail (VBM)	933	2,018	452	55.26%	366	44.74%	818
	Early Voting (EV)	4	2,018	****	****	****	****	****
	Polling Place (PP)	59	2,018	15	32.61%	31	67.39%	46
	Total	996	2,018	467	53.80%	401	46.20%	868
9439								
	Vote by Mail (VBM)	218	427	107	55.15%	87	44.85%	194
	Early Voting (EV)	2	427	****	****	****	****	****
	Polling Place (PP)	9	427	****	****	****	****	****
	Total	229	427	111	54.95%	91	45.05%	202
	Electionwide - Total	1,225	2,445	578	54.02%	492	45.98%	1,070

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.465 - Prof Svc Legal - Special Counsel**										
11033 - Sara Steck Myers	11-01-22	Professional Services - MPWSP - October 2022	Paid by Check # 101240		11/01/2022	11/14/2022	11/14/2022		11/18/2022	12,210.00
Account **6300.465 - Prof Svc Legal - Special Counsel** Totals								Invoice Transactions 1		$12,210.00
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	64.01
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions 1		$64.01
Account **6500.700 - Training & Travel Training & Travel**										
10335 - Liebert Cassidy Whitmore	4074	Training (12/06/2022)	Paid by Check # 101222		11/15/2022	11/15/2022	11/15/2022		11/18/2022	75.00
Account **6500.700 - Training & Travel Training & Travel** Totals								Invoice Transactions 1		$75.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 3		$12,349.01
Division **000 - Non-Div** Totals								Invoice Transactions 3		$12,349.01
Department **120 - City Mgr/HR/Risk** Totals								Invoice Transactions 3		$12,349.01
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.076 - Maint & Repairs Copier**										
10592 - U.S. Bank Equipment Finance-USbancorp	485934103	CDD Copier Lease - November 2022	Paid by Check # 101245		10/30/2022	11/08/2022	11/08/2022		11/18/2022	216.32
Account **6360.076 - Maint & Repairs Copier** Totals								Invoice Transactions 1		$216.32
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 1		$216.32
Division **000 - Non-Div** Totals								Invoice Transactions 1		$216.32
Department **125 - I. T.** Totals								Invoice Transactions 1		$216.32
Department **130 - Finance**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.565 - Material & Suppl Office Supplies**										
10999 - Tyler Business Forms - The Artina Group Inc.	76624	Tyler Business Forms W-2 and 1099	Paid by Check # 101254		11/10/2022	11/10/2022	11/10/2022		11/18/2022	441.21
Account **6400.565 - Material & Suppl Office Supplies** Totals								Invoice Transactions 1		$441.21
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 1		$441.21
Division **000 - Non-Div** Totals								Invoice Transactions 1		$441.21
Department **130 - Finance** Totals								Invoice Transactions 1		$441.21

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11753 - Fenton & Keller PC	129416	Professional Services - Cardroom Ordinance - October 2022	Paid by Check # 101214		11/10/2022	11/08/2022	11/08/2022		11/18/2022	409.50
11704 - Wellington & Rathie - Robert R Wellington Jr.	26257	Land Use & Operations - August 2022	Paid by Check # 101249		11/08/2022	11/14/2022	11/14/2022		11/18/2022	2,860.00
11704 - Wellington & Rathie - Robert R Wellington Jr.	26254	Cannabis Matters - August 2022	Paid by Check # 101249		11/08/2022	11/14/2022	11/14/2022		11/18/2022	440.00
11704 - Wellington & Rathie - Robert R Wellington Jr.	26255	General Matters - August 2022	Paid by Check # 101249		11/08/2022	11/14/2022	11/14/2022		11/18/2022	180.00
11704 - Wellington & Rathie - Robert R Wellington Jr.	26258	Marina Equestrian Center - August 2022	Paid by Check # 101249		11/08/2022	11/14/2022	11/14/2022		11/18/2022	60.00
11704 - Wellington & Rathie - Robert R Wellington Jr.	26259	Misc Personnel Matters - August 2022	Paid by Check # 101249		11/08/2022	11/14/2022	11/14/2022		11/18/2022	400.00
				Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals				Invoice Transactions	6	$4,349.50
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	6	$4,349.50
				Division **000 - Non-Div** Totals				Invoice Transactions	6	$4,349.50
				Department **150 - City Attorney** Totals				Invoice Transactions	6	$4,349.50
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6160.300 - Other Progr Progr Admin Costs**										
10579 - Transportation Agency of Monterey County	11-16-22	Cost Recovery Admin Fee	Paid by Check # 101244		11/16/2022	11/16/2022	11/16/2022		11/18/2022	20,000.00
				Account **6160.300 - Other Progr Progr Admin Costs** Totals				Invoice Transactions	1	$20,000.00
Account **6300.570 - Prof Svc Other**										
11425 - Formation Environmental, LLC	7308	Groundwater Sustainability Plan	Paid by Check # 101216		11/14/2022	11/15/2022	11/15/2022		11/18/2022	11,303.75
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$11,303.75
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056025 110922	327 Reindollar Ave	Paid by Check # 101223		11/09/2022	11/17/2022	11/17/2022		11/18/2022	69.16
10349 - Marina Coast Water District	000056041 103122	Water Bill - Usage at Station 2 - 3260 Imjin Road	Paid by Check # 101223		10/31/2022	11/16/2022	11/16/2022		11/18/2022	258.02
				Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	2	$327.18
Account **6400.635 - Material & Suppl Postage Shipping**										
10480 - Pitney Bowes	1021900245	Replacement Ink Cartridge	Paid by Check # 101234		11/09/2022	11/14/2022	11/14/2022		11/18/2022	241.42
				Account **6400.635 - Material & Suppl Postage Shipping** Totals				Invoice Transactions	1	$241.42

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.010 - Other Charges Alarm**										
10239 - First Alarm	714035	Remote Access New Code Entry - City Hall	Paid by Check # 101215		11/01/2022	11/14/2022	11/14/2022		11/18/2022	35.00
				Account **6600.010 - Other Charges Alarm** Totals				Invoice Transactions	1	$35.00
Account **6600.450 - Other Charges Leases & Rents**										
10579 - Transportation Agency of Monterey County	TAMC Nov 2022	Handcart Lease Pymt	Paid by Check # 101244		11/16/2022	11/16/2022	11/16/2022		11/18/2022	8,858.00
				Account **6600.450 - Other Charges Leases & Rents** Totals				Invoice Transactions	1	$8,858.00
Account **6600.452 - Other Charges Leased Copier**										
11451 - Monterey Bay Office Products - US Bank	486417256	City Hall Copier Lease Payment - November 2022	Paid by Check # 101227		11/04/2022	11/08/2022	11/08/2022		11/18/2022	380.20
				Account **6600.452 - Other Charges Leased Copier** Totals				Invoice Transactions	1	$380.20
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	8	$41,145.55
				Division **000 - Non-Div** Totals				Invoice Transactions	8	$41,145.55
				Department **190 - Citywide Non-Dept** Totals				Invoice Transactions	8	$41,145.55
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10342 - Monterey County Peace Officers Association-MCPOA	2022000S	Acct #Marina2022	Paid by Check # 101228		06/28/2022	11/10/2022	11/10/2022		11/18/2022	600.00
10592 - U.S. Bank Equipment Finance-USbancorp	485714745	Customer Credit Acct #598296	Paid by Check # 101245		10/27/2022	11/10/2022	11/10/2022		11/18/2022	1,243.07
11276 - USA Towing Inc.	178728	Marina Police Department	Paid by Check # 101246		10/15/2022	11/10/2022	11/10/2022		11/18/2022	245.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	3	$2,088.07
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10129 - Cintas Corporation	4135765997	Mat Service - Police/Fire 10/28/22	Paid by Check # 101207		10/28/2022	11/16/2022	11/16/2022		11/18/2022	34.65
10129 - Cintas Corporation	4137196333	Mat Service - Police/Fire 11/11/22	Paid by Check # 101207		11/11/2022	11/16/2022	11/16/2022		11/18/2022	34.65
10129 - Cintas Corporation	4134415065	Mat Service - Police/Fire 10/14/22	Paid by Check # 101207		10/14/2022	11/16/2022	11/16/2022		11/18/2022	34.65
				Account **6360.570 - Maint & Repairs Other Svc Agr** Totals				Invoice Transactions	3	$103.95
Account **6360.680 - Maint & Repairs Radio Equip**										
10221 - Emergency Vehicle Specialists	14308	Cust ID #00125	Paid by Check # 101212		10/07/2022	11/10/2022	11/10/2022		11/18/2022	500.00
				Account **6360.680 - Maint & Repairs Radio Equip** Totals				Invoice Transactions	1	$500.00

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10053 - AT & T	11-01-22	Acct #248 134-7275 428 0	Paid by Check # 101200		11/01/2022	11/10/2022	11/10/2022		11/18/2022	18.51
10057 - Avaya, Inc.	2221584526	Cust #2578885	Paid by Check # 101255		10/28/2022	11/10/2022	11/10/2022		11/18/2022	12.49
10153 - Comcast	10-26-22	Acct #8155 10 029 0083819	Paid by Check # 101208		10/26/2022	11/10/2022	11/10/2022		11/18/2022	69.70
10334 - Lexis Nexis Risk Solutions	1308841-20221031	Billing ID #1308841	Paid by Check # 101221		10/31/2022	11/10/2022	11/10/2022		11/18/2022	150.00
10374 - Maynard Group Inc.	IN2031404	Acct # AC3746	Paid by Check # 101226		11/01/2022	11/01/2022	11/01/2022		11/18/2022	655.27
			Account **6380.150 - Utilities Comm Phone System** Totals					Invoice Transactions	5	$905.97
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	2,432.33
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$2,432.33
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	10495	Dell Latitude	Paid by Check # 101243		10/31/2022	11/10/2022	11/10/2022		11/18/2022	11,335.90
			Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals					Invoice Transactions	1	$11,335.90
Account **6400.565 - Material & Suppl Office Supplies**										
10498 - Quill Corporation	28553190	Acct # 7474999	Paid by Check # 101235		10/24/2022	11/10/2022	11/10/2022		11/18/2022	530.02
10498 - Quill Corporation	28473856	Acct # 7474999	Paid by Check # 101235		10/20/2022	11/10/2022	11/10/2022		11/18/2022	29.04
10498 - Quill Corporation	28473757	Acct # 7474999	Paid by Check # 101235		10/20/2022	11/10/2022	11/10/2022		11/18/2022	57.88
			Account **6400.565 - Material & Suppl Office Supplies** Totals					Invoice Transactions	3	$616.94
Account **6400.785 - Material & Suppl Trophies & Awards**										
10594 - V&V Manufacturing	55898	City of Marina	Paid by Check # 101247		10/31/2022	11/10/2022	11/10/2022		11/18/2022	326.75
			Account **6400.785 - Material & Suppl Trophies & Awards** Totals					Invoice Transactions	1	$326.75
Account **6600.780 - Other Charges Transcription Svc**										
10544 - SpeakWrite	92bfbd96	City of Marina CA Police Dept BIlling Acct	Paid by Check # 101242		11/01/2022	11/01/2022	11/01/2022		11/18/2022	615.07
			Account **6600.780 - Other Charges Transcription Svc** Totals					Invoice Transactions	1	$615.07
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	19	$18,924.98
			Division **000 - Non-Div** Totals					Invoice Transactions	19	$18,924.98
			Department **210 - Police** Totals					Invoice Transactions	19	$18,924.98

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10841 - Carmel Fire Protection Associates - Art Black	122437	Plan review & inspections at 3002 Pinnacles Way	Paid by Check # 101204		10/31/2022	11/16/2022	11/16/2022		11/18/2022	200.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$200.00
Account **6360.360 - Maint & Repairs Janitorial**										
10005 - A-1 Sweeping Service	October 2022	Street Sweeper	Paid by Check # 101194		10/27/2022	11/08/2022	11/08/2022		11/18/2022	5,100.00
10005 - A-1 Sweeping Service	November 2022	Street Sweeper	Paid by Check # 101194		11/02/2022	11/08/2022	11/08/2022		11/18/2022	2,327.50
				Account **6360.360 - Maint & Repairs Janitorial** Totals			Invoice Transactions	2		$7,427.50
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10129 - Cintas Corporation	4135765997	Mat Service - Police/Fire 10/28/22	Paid by Check # 101207		10/28/2022	11/16/2022	11/16/2022		11/18/2022	34.65
10129 - Cintas Corporation	4137196333	Mat Service - Police/Fire 11/11/22	Paid by Check # 101207		11/11/2022	11/16/2022	11/16/2022		11/18/2022	34.65
10129 - Cintas Corporation	4134415065	Mat Service - Police/Fire 10/14/22	Paid by Check # 101207		10/14/2022	11/16/2022	11/16/2022		11/18/2022	34.65
				Account **6360.570 - Maint & Repairs Other Svc Agr** Totals			Invoice Transactions	3		$103.95
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	2,155.16
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals			Invoice Transactions	1		$2,155.16
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10927 - Ace Hardware - Fire Dept.	083408	Supplies, Tape, Markers, Chalk	Paid by Check # 101195		10/25/2022	11/16/2022	11/16/2022		11/18/2022	35.09
10927 - Ace Hardware - Fire Dept.	083485	Supplies, Chalk powder, chalk & reel set	Paid by Check # 101195		11/01/2022	11/16/2022	11/16/2022		11/18/2022	21.82
10927 - Ace Hardware - Fire Dept.	083508	Cleaning supplies for station 21	Paid by Check # 101195		11/03/2022	11/16/2022	11/16/2022		11/18/2022	33.85
10927 - Ace Hardware - Fire Dept.	083489	Krazy Glue	Paid by Check # 101195		11/02/2022	11/16/2022	11/16/2022		11/18/2022	3.27
10927 - Ace Hardware - Fire Dept.	083590	Station 2 engine cleaning supplies and key tags	Paid by Check # 101195		11/11/2022	11/16/2022	11/16/2022		11/18/2022	31.63
10927 - Ace Hardware - Fire Dept.	083621	Supplies, grommet kit, tool stripper & fastners	Paid by Check # 101195		11/15/2022	11/16/2022	11/16/2022		11/18/2022	43.13
11393 - Carmel Roasters, Inc.	65388	FD Coffee - 4 boxes	Paid by Check # 101205		11/16/2022	11/16/2022	11/16/2022		11/18/2022	349.60
				Account **6400.740 - Material & Suppl Special Dept Suppl** Totals			Invoice Transactions	7		$518.39

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.800 - Material & Suppl Uniform**										
10018 - Advantage Gear	58676-1	Uniform to Sam Flores	Paid by Check # 101199		11/15/2022	11/16/2022	11/16/2022		11/18/2022	479.68
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions	1	$479.68
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	15	$10,884.68
Division **000 - Non-Div** Totals								Invoice Transactions	15	$10,884.68
Department **250 - Fire** Totals								Invoice Transactions	15	$10,884.68
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.040 - Maint & Repairs Backflow Preventers**										
10728 - Ace Hardware-Public Works	083521	Council Chambers	Paid by Check # 101197		11/04/2022	11/08/2022	11/08/2022		11/18/2022	43.68
10728 - Ace Hardware-Public Works	083562	City Hall Finance Door	Paid by Check # 101197		11/09/2022	11/10/2022	11/10/2022		11/18/2022	27.29
Account **6360.040 - Maint & Repairs Backflow Preventers** Totals								Invoice Transactions	2	$70.97
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10728 - Ace Hardware-Public Works	083546	Teen Center	Paid by Check # 101197		11/07/2022	11/08/2022	11/08/2022		11/18/2022	.38
10728 - Ace Hardware-Public Works	083511	Holiday Lights	Paid by Check # 101197		11/03/2022	11/08/2022	11/08/2022		11/18/2022	27.30
10728 - Ace Hardware-Public Works	083611	VD Park	Paid by Check # 101197		11/14/2022	11/10/2022	11/10/2022		11/18/2022	43.69
10250 - Gavilan Pest Control	0149708	211 Hillcrest Ave Rodents	Paid by Check # 101217		11/03/2022	11/08/2022	11/08/2022		11/18/2022	82.00
Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals								Invoice Transactions	4	$153.37
Account **6360.445 - Maint & Repairs Maint - Perc Ponds**										
10090 - California Department of Forestry and Fire Pr.	0000001482328	Weed Abatement	Paid by Check # 101203		11/15/2022	11/16/2022	11/16/2022		11/18/2022	2,496.34
Account **6360.445 - Maint & Repairs Maint - Perc Ponds** Totals								Invoice Transactions	1	$2,496.34
Account **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	083532	Preston Park	Paid by Check # 101197		11/04/2022	11/08/2022	11/08/2022		11/18/2022	111.37
10728 - Ace Hardware-Public Works	083567	Park Graffiti	Paid by Check # 101197		11/09/2022	11/10/2022	11/10/2022		11/18/2022	8.03
Account **6360.690 - Maint & Repairs Supplies** Totals								Invoice Transactions	2	$119.40
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056014 110422	3200 Del Monte Blvd	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	1,902.93

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056098 110422	3254 Abdy Way (Tate Park-Building)	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	50.60
10349 - Marina Coast Water District	0000056011 11042	3254 Abdy Way (Tate-Park Irrigation)	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	92.67
10349 - Marina Coast Water District	000056034 110422	3240 De Forest Road	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	381.09
				Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	4	$2,427.29
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	96.02
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals				Invoice Transactions	1	$96.02
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	14	$5,363.39
				Division **311 - Buildings & Grounds** Totals				Invoice Transactions	14	$5,363.39
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.690 - Maint & Repairs Supplies**										
10967 - Monterey Signs, Inc.	22017	PW Trucks	Paid by Check # 101230		11/11/2022	11/10/2022	11/10/2022		11/18/2022	136.56
10437 - My Chevrolet	141536CVR	PD	Paid by Check # 101231		11/04/2022	11/10/2022	11/10/2022		11/18/2022	211.96
				Account **6360.690 - Maint & Repairs Supplies** Totals				Invoice Transactions	2	$348.52
Account **6360.850 - Maint & Repairs Vehicle**										
10902 - Marina Collision Repair Inc.	12157	PD Unit 812	Paid by Check # 101224		10/31/2022	11/10/2022	11/10/2022		11/18/2022	850.00
10437 - My Chevrolet	CVCS255592	14 Chevy Caprice PD	Paid by Check # 101231		11/03/2022	11/08/2022	11/08/2022		11/18/2022	180.00
10527 - Safety-Kleen Corp.	90229581	Mechanical	Paid by Check # 101238		11/14/2022	11/16/2022	11/16/2022		11/18/2022	257.20
10528 - Salinas Valley Ford	95771	PW	Paid by Check # 101239		11/10/2022	11/16/2022	11/16/2022		11/18/2022	190.00
				Account **6360.850 - Maint & Repairs Vehicle** Totals				Invoice Transactions	4	$1,477.20
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	6	$1,825.72
				Division **313 - Vehicle Maint** Totals				Invoice Transactions	6	$1,825.72
				Department **310 - Public Works** Totals				Invoice Transactions	20	$7,189.11

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.610 - Prof Svc Planning - Consultant**										
10515 - Rincon Consultants, Inc.	43783	Marina Housing Element Update 10/1-10/31/22	Paid by Check # 101236		11/16/2022	11/16/2022	11/16/2022		11/18/2022	9,808.50
Account **6300.610 - Prof Svc Planning - Consultant** Totals								Invoice Transactions	1	$9,808.50
Account **6330.100 - Fee Agr Costs - Planning**										
10171 - CSG Consultants	47237	Marina Station	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	7,192.00
Account **6330.100 - Fee Agr Costs - Planning** Totals								Invoice Transactions	1	$7,192.00
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	64.01
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$64.01
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
11740 - LEFTA International Business Information Tech - LEFTA	INV-001261	Marina Police Department	Paid by Check # 101256		09/16/2022	11/10/2022	11/10/2022		11/18/2022	5,900.00
10897 - TechRx Technology Services	10349	Domain Registration	Paid by Check # 101243		08/31/2022	11/10/2022	11/10/2022		11/18/2022	260.00
10897 - TechRx Technology Services	10332	Cyber Acoustics	Paid by Check # 101243		08/31/2022	11/10/2022	11/10/2022		11/18/2022	32.78
10897 - TechRx Technology Services	10328	Samsung Galaxy Tab A7	Paid by Check # 101243		08/04/2022	11/10/2022	11/10/2022		11/18/2022	372.11
10897 - TechRx Technology Services	10268	HP EliteDesk	Paid by Check # 101243		07/31/2022	11/10/2022	11/10/2022		11/18/2022	2,385.38
10897 - TechRx Technology Services	10498	Windows Server Standard	Paid by Check # 101243		10/31/2022	11/10/2022	11/10/2022		11/18/2022	1,471.39
10897 - TechRx Technology Services	10493	Axis	Paid by Check # 101243		10/31/2022	11/10/2022	11/10/2022		11/18/2022	1,433.81
10897 - TechRx Technology Services	10488	24 Inch Monitor	Paid by Check # 101243		10/31/2022	11/10/2022	11/10/2022		11/18/2022	287.11
10897 - TechRx Technology Services	10485	Fuji ScanSnap	Paid by Check # 101243		10/31/2022	11/10/2022	11/10/2022		11/18/2022	658.56
10897 - TechRx Technology Services	10430	Brother Printer	Paid by Check # 101243		09/30/2022	11/10/2022	11/10/2022		11/18/2022	579.69
10897 - TechRx Technology Services	10424	Apple Developer Acct	Paid by Check # 101243		09/30/2022	11/10/2022	11/10/2022		11/18/2022	99.00
10897 - TechRx Technology Services	10407	Sabrent 4-Port USB	Paid by Check # 101243		09/01/2022	11/10/2022	11/10/2022		11/18/2022	32.78
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals								Invoice Transactions	12	$13,512.61
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	15	$30,577.12
Division **000 - Non-Div** Totals								Invoice Transactions	15	$30,577.12

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
				Department **410 - Planning** Totals				Invoice Transactions	15	$30,577.12
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection**										
10171 - CSG Consultants	47230	Permits/Development	Paid by Check # 101210		11/15/2022	11/15/2022	11/15/2022		11/18/2022	19,404.50
10171 - CSG Consultants	47234	Sea Haven (Marina Heights) Phase 5A Map/Plan Review	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	1,014.00
10171 - CSG Consultants	47242	Dunes Phase 3 West	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	676.00
				Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals				Invoice Transactions	3	$21,094.50
Account **6300.185 - Prof Svc Engineering Svs-Staff Augment**										
10171 - CSG Consultants	47231	Staff Augmentation	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	2,424.00
				Account **6300.185 - Prof Svc Engineering Svs-Staff Augment** Totals				Invoice Transactions	1	$2,424.00
Account **6300.190 - Prof Svc Engineering Svc Interagency**										
10171 - CSG Consultants	47232	RWQCB	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	2,028.00
10171 - CSG Consultants	47233	FORA	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	132.00
				Account **6300.190 - Prof Svc Engineering Svc Interagency** Totals				Invoice Transactions	2	$2,160.00
Account **6330.200 - Fee Agr Costs - Engineering**										
10171 - CSG Consultants	47240	Dunes Op Site 1A	Paid by Check # 101210		11/15/2022	11/15/2022	11/15/2022		11/18/2022	11,321.00
10171 - CSG Consultants	47235	Sea Haven Phase 3 Map/Plan Review	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	5,441.00
10171 - CSG Consultants	47238	Dunes Phase 2 East	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	1,663.50
10171 - CSG Consultants	47239	Dunes Phase 2 West	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	8,654.00
10171 - CSG Consultants	47241	Dunes Park	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	169.00
10171 - CSG Consultants	47243	Hampton Inn (120 Reservation Road)	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	5,845.00
10171 - CSG Consultants	47246	Dunes Phase 1B Promenade	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	3,563.00
				Account **6330.200 - Fee Agr Costs - Engineering** Totals				Invoice Transactions	7	$36,656.50
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	13	$62,335.00
				Division **000 - Non-Div** Totals				Invoice Transactions	13	$62,335.00
				Department **420 - Engineering** Totals				Invoice Transactions	13	$62,335.00

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Fund **100 - General Fund**										
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10171 - CSG Consultants	B221941	CDG Building Plan Review Services 10/1/2022 - 10/31/2022	Paid by Check # 101210		11/01/2022	11/15/2022	11/15/2022		11/18/2022	2,130.68
10171 - CSG Consultants	47236	Sea Haven Phase 3A Inspection	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	1,452.00
10171 - CSG Consultants	47244	Sea Haven Inspection Phase 3B	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	1,188.00
10171 - CSG Consultants	47245	Sea Haven Phase 4 Map/Plan Review	Paid by Check # 101210		11/15/2022	11/17/2022	11/17/2022		11/18/2022	676.00
			Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals					Invoice Transactions	4	$5,446.68
Account **6400.565 - Material & Suppl Office Supplies**										
10734 - Office Depot-Public Works Dept.	274903770001	Office Supplies	Paid by Check # 101232		11/04/2022	11/10/2022	11/10/2022		11/18/2022	70.13
10734 - Office Depot-Public Works Dept.	275867507001	Office Supplies Building/PW	Paid by Check # 101232		11/01/2022	11/10/2022	11/10/2022		11/18/2022	666.38
			Account **6400.565 - Material & Suppl Office Supplies** Totals					Invoice Transactions	2	$736.51
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	6	$6,183.19
			Division **000 - Non-Div** Totals					Invoice Transactions	6	$6,183.19
			Department **430 - Building Inspection** Totals					Invoice Transactions	6	$6,183.19
Department **440 - Economic Dev**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.630 - Other Charges Promotional Activities**										
11620 - Certified Folder Display Service, Inc.	598419	Marina Restaurant Guide Distribution - December 2022	Paid by Check # 101206		11/01/2022	11/08/2022	11/08/2022		11/18/2022	298.58
			Account **6600.630 - Other Charges Promotional Activities** Totals					Invoice Transactions	1	$298.58
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	1	$298.58
			Division **000 - Non-Div** Totals					Invoice Transactions	1	$298.58
			Department **440 - Economic Dev** Totals					Invoice Transactions	1	$298.58

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	160.02
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$160.02
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$160.02
Division **100 - Admin** Totals								Invoice Transactions	1	$160.02
Division **511 - Youth**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.652 - Material & Suppl Recr Special Progr / Events**										
10014 - Ace Hardware-General Account	083465	Caution Tape - Recreation Dept. Halloween Event	Paid by Check # 101196		11/08/2022	11/08/2022	11/08/2022		11/18/2022	16.38
Account **6400.652 - Material & Suppl Recr Special Progr / Events** Totals								Invoice Transactions	1	$16.38
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$16.38
Division **511 - Youth** Totals								Invoice Transactions	1	$16.38
Department **510 - Recreation & Culture** Totals								Invoice Transactions	2	$176.40
Fund **100 - General Fund** Totals								Invoice Transactions	110	$195,070.65

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Oct - Nov 148-6	PG&E - 5593414148-6	Paid by Check # 101233		11/08/2022	11/15/2022	11/15/2022		11/18/2022	235.82
10463 - Pacific Gas & Electric	Oct - Nov 943-2	PG&E - 6150212943-2	Paid by Check # 101233		11/08/2022	11/15/2022	11/15/2022		11/18/2022	75.05
10463 - Pacific Gas & Electric	Oct - Nov 582-7	PG&E - 8161432582-7	Paid by Check # 101233		11/08/2022	11/15/2022	11/15/2022		11/18/2022	139.93
10463 - Pacific Gas & Electric	Oct - Nov 353-7	PG&E - 9930567353-7	Paid by Check # 101233		11/08/2020	11/15/2022	11/15/2022		11/18/2022	41.82
			Account **6380.300 - Utilities Gas & Electric** Totals					Invoice Transactions	4	$492.62
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056049 103122	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 101223		10/31/2022	11/10/2022	11/10/2022		11/18/2022	199.34
10349 - Marina Coast Water District	000056021 081321	Reservation Rd/By 290-308 Reservation	Paid by Check # 101223		08/31/2021	11/10/2022	11/10/2022		11/18/2022	35.35
10349 - Marina Coast Water District	000056008 110422	Reservation & Del Monte	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	27.26
10349 - Marina Coast Water District	000056030 110422	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	36.77
10349 - Marina Coast Water District	000056086 110422	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	27.26
10349 - Marina Coast Water District	000056087 110422	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	27.26
10349 - Marina Coast Water District	000056085 110422	Crescent/Whitney Irrigation	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	27.26
10349 - Marina Coast Water District	000056084 110422	Crescent/Shuler/Irrigation	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	29.78
10349 - Marina Coast Water District	000056032 110422	Crescent Ave/Costa Del Mar East Side	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	60.52
10349 - Marina Coast Water District	000056007 110922	Calif Ave/North of 3rd	Paid by Check # 101223		11/09/2022	11/16/2022	11/16/2022		11/18/2022	89.02
10349 - Marina Coast Water District	000056027 110922	Calif Ave at Reindollar	Paid by Check # 101223		11/09/2022	11/17/2022	11/17/2022		11/18/2022	36.77
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	11	$596.59
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	1,062.92
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$1,062.92

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10540 - Sierra Springs & Alhambra	14225799 111322	209 Cypress Ave	Paid by Check # 101241		11/13/2022	11/10/2022	11/10/2022		11/18/2022	120.87
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions	1	$120.87
Account **6400.780 - Material & Suppl Traffic Signal**										
11248 - Bear Electrical Solutions, Inc.	15340	Traffic Signal Maintenance	Paid by Check # 101202		03/28/2022	11/08/2022	11/08/2022		11/18/2022	250.00
11248 - Bear Electrical Solutions, Inc.	15339	Traffic Signal Maintenance	Paid by Check # 101202		03/28/2022	11/08/2022	11/08/2022		11/18/2022	875.00
11248 - Bear Electrical Solutions, Inc.	17079	Configure blank out sign	Paid by Check # 101202		11/07/2022	11/08/2022	11/08/2022		11/18/2022	2,850.00
Account **6400.780 - Material & Suppl Traffic Signal** Totals								Invoice Transactions	3	$3,975.00
Account **6600.605 - Other Charges Pavement Mgt Progr**										
10171 - CSG Consultants	47226	Annual Street Resurfacing	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	1,505.00
Account **6600.605 - Other Charges Pavement Mgt Progr** Totals								Invoice Transactions	1	$1,505.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	21	$7,753.00
Division **000 - Non-Div** Totals								Invoice Transactions	21	$7,753.00
Department **000 - Non-Dept** Totals								Invoice Transactions	21	$7,753.00
Fund **220 - Gas Tax** Totals								Invoice Transactions	21	$7,753.00

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **235 - Cypress Cove II AD**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection**										
10171 - CSG Consultants	47225	Cypress Cove II	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	301.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals							Invoice Transactions	1		$301.00
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056015 110422	Corner of Cardoza & Dolphin Circle	Paid by Check # 101223		11/04/2022	11/16/2022	11/16/2022		11/18/2022	60.52
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions	1		$60.52
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	2		$361.52
Division **000 - Non-Div** Totals							Invoice Transactions	2		$361.52
Department **000 - Non-Dept** Totals							Invoice Transactions	2		$361.52
Fund **235 - Cypress Cove II AD** Totals							Invoice Transactions	2		$361.52

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **252 - CFD - Dunes No. 2015-1**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection**										
10171 - CSG Consultants	47224	Locke Paddon CFD	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	264.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals								Invoice Transactions	1	$264.00
Account **6300.570 - Prof Svc Other**										
10713 - Goodwin Consulting Group	12119	Annual CFD Tax Administration	Paid by Check # 101218		10/28/2022	11/16/2022	11/16/2022		11/18/2022	2,530.00
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	1	$2,530.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	2	$2,794.00
Division **000 - Non-Div** Totals								Invoice Transactions	2	$2,794.00
Department **000 - Non-Dept** Totals								Invoice Transactions	2	$2,794.00
Fund **252 - CFD - Dunes No. 2015-1** Totals								Invoice Transactions	2	$2,794.00

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **462 - City Capital Projects**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.185 - Prof Svc Engineering Svs-Staff Augment**										
10316 - Kimley-Horn & Associates	54946	Imjin Parkway Improvement Plan	Paid by Check # 101220		11/08/2022	11/10/2022	11/10/2022		11/18/2022	3,435.39
10316 - Kimley-Horn & Associates	097789008-1022	Imjin Parkway PS&E	Paid by Check # 101220		10/31/2022	11/10/2022	11/10/2022		11/18/2022	5,449.50
			Account **6300.185 - Prof Svc Engineering Svs-Staff Augment** Totals				Invoice Transactions	2		$8,884.89
Account **6300.570 - Prof Svc Other**										
11364 - Jeff Katz Architectural Corp. - JKA Architecture	21383	Marina Aquatic and Sports Center Design Phase	Paid by Check # 101219		10/31/2022	11/15/2022	11/15/2022		11/18/2022	24,885.50
10171 - CSG Consultants	47227	Imjin Widening	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	4,394.00
10171 - CSG Consultants	47228	PFIF Update	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	1,690.00
10171 - CSG Consultants	47229	Patton Parkway Retaining Wall	Paid by Check # 101210		11/15/2022	11/16/2022	11/16/2022		11/18/2022	1,584.00
11266 - Verde Design, Inc.	3-2121701	Dunes Park Development Project	Paid by Check # 101248		11/07/2022	11/08/2022	11/08/2022		11/18/2022	5,722.50
11456 - William A. Thayer Construction, Inc	2021-15-RET	Patton Parkway Retaining Wall	Paid by Check # 101250		11/07/2022	11/10/2022	11/10/2022		11/18/2022	2,694.34
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	6		$40,970.34
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	8		$49,855.23
				Division **000 - Non-Div** Totals			Invoice Transactions	8		$49,855.23
				Department **000 - Non-Dept** Totals			Invoice Transactions	8		$49,855.23
				Fund **462 - City Capital Projects** Totals			Invoice Transactions	8		$49,855.23

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **555 - Marina Airport**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11704 - Wellington & Rathie - Robert R Wellington Jr.	26253	Marina Municipal Airport Matters - August 2022	Paid by Check # 101249		11/08/2022	11/14/2022	11/14/2022		11/18/2022	720.00
11704 - Wellington & Rathie - Robert R Wellington Jr.	26256	Joby Aero Inc - August 2022	Paid by Check # 101249		11/08/2022	11/14/2022	11/14/2022		11/18/2022	340.00
			Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals				Invoice Transactions	2		$1,060.00
Account **6300.570 - Prof Svc Other**										
11725 - ADK Consulting, Inc.	6819	Airport Manager Recruitment - Closeout	Paid by Check # 101198		11/11/2022	11/14/2022	11/14/2022		11/18/2022	1,800.00
			Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1		$1,800.00
Account **6360.030 - Maint & Repairs AWOS Svc & Maint**										
10970 - DBT Transportation Services, LLC	2549790	Manual, AWOS V-C Logbook	Paid by Check # 101211		10/04/2022	11/14/2022	11/14/2022		11/18/2022	107.01
10970 - DBT Transportation Services, LLC	2549374	AWOS Repair	Paid by Check # 101211		08/01/2022	11/09/2022	11/09/2022		11/18/2022	8,150.00
			Account **6360.030 - Maint & Repairs AWOS Svc & Maint** Totals				Invoice Transactions	2		$8,257.01
Account **6360.440 - Maint & Repairs Landscape General**										
10154 - Commercial Environment Landscape	2796-0922	Landscape Maintenance September 2022	Paid by Check # 101209		09/26/2022	11/15/2022	11/15/2022		11/18/2022	2,900.00
			Account **6360.440 - Maint & Repairs Landscape General** Totals				Invoice Transactions	1		$2,900.00
Account **6360.566 - Maint & Repairs Other Equipment**										
10356 - Marina Plumbing	52183	781 Neeson Rd	Paid by Check # 101225		11/07/2022	11/09/2022	11/09/2022		11/18/2022	115.00
10356 - Marina Plumbing	52190	781 Neeson Rd Admin Bldg Water Heater	Paid by Check # 101225		11/07/2022	11/09/2022	11/09/2022		11/18/2022	1,229.80
			Account **6360.566 - Maint & Repairs Other Equipment** Totals				Invoice Transactions	2		$1,344.80
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000018979472	Fire Alarms Hangar Bldgs 524 & 533 (9391023443)	Paid by Check # 101201		10/28/2022	11/04/2022	11/04/2022		11/18/2022	46.46
10758 - AT & T CALNET3	000018979473	Fire Alarms Hangar Bldgs 524 & 533 (9391023444)	Paid by Check # 101201		10/28/2022	11/04/2022	11/04/2022		11/18/2022	46.46
10758 - AT & T CALNET3	000018979478	AWOS Auto Weather Station (9391023449)	Paid by Check # 101201		10/28/2022	11/04/2022	11/04/2022		11/18/2022	26.21
			Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	3		$119.13
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	098-7.NOV22	761 Neeson Rd Bldg 524 (6800558098-7)	Paid by Check # 101233		11/09/2022	11/15/2022	11/15/2022		11/18/2022	8,196.24

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Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **555 - Marina Airport**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	451-7.Nov22	3271 Imjin Rd (8600650451-7)	Paid by Check # 101233		11/08/2022	11/15/2022	11/15/2022		11/18/2022	222.88
10463 - Pacific Gas & Electric	347-0.Nov22	3263 Imjin Rd Bldg 519 (6258961347-0)	Paid by Check # 101233		11/08/2022	11/15/2022	11/15/2022		11/18/2022	659.55
10463 - Pacific Gas & Electric	694-1.Nov22	721 Neeson Rd Bldg 533 (7269284694-1)	Paid by Check # 101233		11/09/2022	11/15/2022	11/15/2022		11/18/2022	1,395.43
10463 - Pacific Gas & Electric	608-2.Nov22	3260 Imjin Rd Bldg 514 (7383993608-2)	Paid by Check # 101233		11/09/2022	11/15/2022	11/15/2022		11/18/2022	1,042.95
			Account **6380.300 - Utilities Gas & Electric** Totals					Invoice Transactions	5	$11,517.05
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056043 103122	761 Neeson Road/Airport	Paid by Check # 101223		10/31/2022	11/09/2022	11/09/2022		11/18/2022	198.02
10349 - Marina Coast Water District	000056044 103122	781 Neeson Road/Airport	Paid by Check # 101223		10/31/2022	11/09/2022	11/09/2022		11/18/2022	155.54
10349 - Marina Coast Water District	000056051 103122	721 Neeson Road/Airport	Paid by Check # 101223		10/31/2022	11/09/2022	11/09/2022		11/18/2022	225.59
10349 - Marina Coast Water District	000056092 103122	741 Neeson Road/Airport	Paid by Check # 101223		10/31/2022	11/09/2022	11/09/2022		11/18/2022	1,193.46
10349 - Marina Coast Water District	000056096 103122	3271 Imjin Rd/Airport	Paid by Check # 101223		10/31/2022	11/09/2022	11/09/2022		11/18/2022	107.88
10349 - Marina Coast Water District	0000056097 10312	3200 Imjin Road/Airport	Paid by Check # 101223		10/31/2022	11/09/2022	11/09/2022		11/18/2022	476.44
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	6	$2,356.93
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29454A-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 101229		11/04/2022	11/10/2022	11/10/2022		11/18/2022	96.01
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$96.01
Account **6400.231 - Material & Suppl Fuel - Aviation 100LL**										
10227 - Epic Aviation	7629401	AVGAS 100LL	Paid by Check # 101213		11/11/2022	11/14/2022	11/14/2022		11/18/2022	41,132.87
			Account **6400.231 - Material & Suppl Fuel - Aviation 100LL** Totals					Invoice Transactions	1	$41,132.87
Account **6400.565 - Material & Suppl Office Supplies**										
10524 - Ryan Ranch Printers, LP	23259	Airport Business Cards	Paid by Check # 101237		11/01/2022	11/04/2022	11/04/2022		11/18/2022	125.64
			Account **6400.565 - Material & Suppl Office Supplies** Totals					Invoice Transactions	1	$125.64
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	25	$70,709.44
			Division **000 - Non-Div** Totals					Invoice Transactions	25	$70,709.44
			Department **000 - Non-Dept** Totals					Invoice Transactions	25	$70,709.44
			Fund **555 - Marina Airport** Totals					Invoice Transactions	25	$70,709.44
			Grand Totals					Invoice Transactions	168	$326,543.84

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Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	72.70
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$72.70
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$72.70
Division **000 - Non-Div** Totals								Invoice Transactions	1	$72.70
Department **120 - City Mgr/HR/Risk** Totals								Invoice Transactions	1	$72.70
Department **130 - Finance**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.216 - Prof Svc Fin - Accounting Services**										
10511 - Richard B. Standridge	22-23	Service 11/7-17/2022	Paid by EFT # 2722		11/18/2022	11/17/2022	11/18/2022		11/22/2022	3,372.50
Account **6300.216 - Prof Svc Fin - Accounting Services** Totals								Invoice Transactions	1	$3,372.50
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$3,372.50
Division **000 - Non-Div** Totals								Invoice Transactions	1	$3,372.50
Department **130 - Finance** Totals								Invoice Transactions	1	$3,372.50
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000019065792	CALNET3-9391023436 (239-461-6578)	Paid by Check # 101260		11/13/2022	11/18/2022	11/18/2022		11/22/2022	68.96
10758 - AT & T CALNET3	000019079577	CALNET3-9391023482 (884-0985)	Paid by Check # 101260		11/15/2022	11/18/2022	11/18/2022		11/22/2022	26.37
10758 - AT & T CALNET3	000019079579	CALNET3-9391023485 (884-2573)	Paid by Check # 101260		11/15/2022	11/18/2022	11/18/2022		11/22/2022	27.35
10758 - AT & T CALNET3	000019079584	CALNET3-9391023490 (884-9568)	Paid by Check # 101260		11/15/2022	11/18/2022	11/18/2022		11/22/2022	49.39
10758 - AT & T CALNET3	000019079585	CALNET3-9391023491 (884-9654)	Paid by Check # 101260		11/15/2022	11/18/2022	11/18/2022		11/22/2022	87.37
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions	5	$259.44
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Oct - Nov 562-0	PG&E - 4758891562-0	Paid by Check # 101269		11/09/2022	11/18/2022	11/18/2022		11/22/2022	993.86
Account **6380.300 - Utilities Gas & Electric** Totals								Invoice Transactions	1	$993.86
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056017 110922	208-A Palm Ave	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	80.86

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056020 110922	304 Hillcrest Ave	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	107.37
Account **6380.500 - Utilities Water & Sewer** Totals								Invoice Transactions 2		$188.23
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 8		$1,441.53
Division **000 - Non-Div** Totals								Invoice Transactions 8		$1,441.53
Department **190 - Citywide Non-Dept** Totals								Invoice Transactions 8		$1,441.53
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000019079608	CALNET3-9391023435 (237-267-6922)	Paid by Check # 101260		11/15/2022	11/18/2022	11/18/2022		11/22/2022	184.16
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions 1		$184.16
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	2,762.52
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions 1		$2,762.52
Account **6500.620 - Training & Travel POST**										
11768 - Ivan Santana	11-15-22	DO NOT MAIL - Per Diem for Ofc. Santana	Paid by Check # 101274		11/15/2022	11/15/2022	11/15/2022		11/22/2022	253.00
10958 - San Mateo County Sheriff's Office	11-27-22	Attn: Training Unit	Paid by Check # 101271		11/15/2022	11/15/2022	11/15/2022		11/22/2022	125.00
Account **6500.620 - Training & Travel POST** Totals								Invoice Transactions 2		$378.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 4		$3,324.68
Division **000 - Non-Div** Totals								Invoice Transactions 4		$3,324.68
Department **210 - Police** Totals								Invoice Transactions 4		$3,324.68

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9919054728	Acct: 371782403-00002 - FD Mobile Charges, 9/26/22 to 10/25/22	Paid by Check # 101273		10/25/2022	11/18/2022	11/18/2022		11/22/2022	441.73
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions	1	$441.73
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	218.09
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$218.09
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10927 - Ace Hardware - Fire Dept.	083638	Fasteners for engine mounts & key rings	Paid by Check # 101257		11/16/2022	11/18/2022	11/18/2022		11/22/2022	28.67
11739 - IntelliSite, LLC	2353	Renewal NetCloud Mobile Essentials Plan	Paid by Check # 101266		11/16/2022	11/18/2022	11/18/2022		11/22/2022	750.16
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions	2	$778.83
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	4	$1,438.65
Division **000 - Non-Div** Totals								Invoice Transactions	4	$1,438.65
Department **250 - Fire** Totals								Invoice Transactions	4	$1,438.65
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10728 - Ace Hardware-Public Works	083619	Shop Supplies	Paid by Check # 101258		11/15/2022	11/18/2022	11/18/2022		11/22/2022	37.12
10728 - Ace Hardware-Public Works	083627	Shop Supplies	Paid by Check # 101258		11/15/2022	11/18/2022	11/18/2022		11/22/2022	46.96
Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals								Invoice Transactions	2	$84.08
Account **6360.440 - Maint & Repairs Landscape General**										
10250 - Gavilan Pest Control	0149710	3126 Shoemaker at Pond Rodents	Paid by Check # 101265		11/11/2022	11/18/2022	11/18/2022		11/22/2022	80.00
10250 - Gavilan Pest Control	0149773	Preston Park Squirrels	Paid by Check # 101265		11/11/2022	11/18/2022	11/18/2022		11/22/2022	180.00
Account **6360.440 - Maint & Repairs Landscape General** Totals								Invoice Transactions	2	$260.00
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056001 110922	209-13 Cypress Ave	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	102.85
10349 - Marina Coast Water District	000056019 110922	211 Hillcrest Ave	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	1,022.98
Account **6380.500 - Utilities Water & Sewer** Totals								Invoice Transactions	2	$1,125.83

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	109.04
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$109.04
Account **6400.800 - Material & Suppl Uniform**										
10043 - Aramark Uniform Service	5110114169	PW Uniforms	Paid by Check # 101259		11/16/2022	11/18/2022	11/18/2022		11/22/2022	769.57
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions	1	$769.57
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	8	$2,348.52
Division **311 - Buildings & Grounds** Totals								Invoice Transactions	8	$2,348.52
Department **310 - Public Works** Totals								Invoice Transactions	8	$2,348.52
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	72.70
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$72.70
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$72.70
Division **000 - Non-Div** Totals								Invoice Transactions	1	$72.70
Department **410 - Planning** Totals								Invoice Transactions	1	$72.70
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection**										
10171 - CSG Consultants	47252	BMR Site 2 Backbone inspections	Paid by Check # 101263		11/15/2022	11/18/2022	11/18/2022		11/22/2022	660.00
10171 - CSG Consultants	47255	Dunes Phase 3 Backbone Inspections	Paid by Check # 101263		11/15/2022	11/18/2022	11/18/2022		11/22/2022	660.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals								Invoice Transactions	2	$1,320.00
Account **6330.200 - Fee Agr Costs - Engineering**										
10171 - CSG Consultants	47247	Via Del Mar Subdivision (3220 Abdy Way)	Paid by Check # 101263		11/15/2022	11/17/2022	11/17/2022		11/22/2022	2,112.00
10171 - CSG Consultants	47248	Sea Haven Phase 4 Rough Grading	Paid by Check # 101263		11/15/2022	11/17/2022	11/17/2022		11/22/2022	1,790.00
10171 - CSG Consultants	47249	Home2Suites by Hilton	Paid by Check # 101263		11/15/2022	11/17/2022	11/17/2022		11/22/2022	1,584.00
10171 - CSG Consultants	47250	Via Del Mar	Paid by Check # 101263		11/15/2022	11/17/2022	11/17/2022		11/22/2022	1,320.00

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6330.200 - Fee Agr Costs - Engineering**										
10171 - CSG Consultants	47251	Quick Quack Carwash	Paid by Check # 101263		11/15/2022	11/17/2022	11/17/2022		11/22/2022	5,676.00
10171 - CSG Consultants	47253	Dunes Phase 2 West Inpections	Paid by Check # 101263		11/15/2022	11/18/2022	11/18/2022		11/22/2022	1,056.00
10171 - CSG Consultants	47254	Dunes Phase 2 East Inspections	Paid by Check # 101263		11/15/2022	11/18/2022	11/18/2022		11/22/2022	1,452.00
			Account **6330.200 - Fee Agr Costs - Engineering** Totals					Invoice Transactions	7	$14,990.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	9	$16,310.00
				Division **000 - Non-Div** Totals				Invoice Transactions	9	$16,310.00
				Department **420 - Engineering** Totals				Invoice Transactions	9	$16,310.00
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	181.75
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$181.75
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$181.75
				Division **100 - Admin** Totals				Invoice Transactions	1	$181.75
				Department **510 - Recreation & Culture** Totals				Invoice Transactions	1	$181.75
				Fund **100 - General Fund** Totals				Invoice Transactions	37	$28,563.03

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **110 - Vehicle and Equipment**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.450 - Other Charges Leases & Rents**										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN4595424	Enterprise FM Trust: Monthly Lease Charges October 2022	Paid by EFT # 2721		11/03/2022	11/02/2022	11/02/2022		11/22/2022	71,044.18
				Account **6600.450 - Other Charges Leases & Rents** Totals			Invoice Transactions	1		$71,044.18
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$71,044.18
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$71,044.18
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$71,044.18
				Fund **110 - Vehicle and Equipment** Totals			Invoice Transactions	1		$71,044.18

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **130 - Library Maintenance**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.060 - Maint & Repairs Bdg Library**										
10187 - Della Mora Heating, Inc.	15200	Library	Paid by Check # 101264		11/17/2022	11/18/2022	11/18/2022		11/22/2022	197.00
Account **6360.060 - Maint & Repairs Bdg Library** Totals							Invoice Transactions 1			$197.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$197.00
Division **000 - Non-Div** Totals							Invoice Transactions 1			$197.00
Department **000 - Non-Dept** Totals							Invoice Transactions 1			$197.00
Fund **130 - Library Maintenance** Totals							Invoice Transactions 1			$197.00

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Oct - Nov 720-0	PG&E - 0167505720-0	Paid by Check # 101269		11/09/2022	11/18/2022	11/18/2022		11/22/2022	1,020.57
10463 - Pacific Gas & Electric	Oct - Nov 085-2	PG&E - 5434906085-2	Paid by Check # 101269		11/09/2022	11/18/2022	11/18/2022		11/22/2022	103.38
10463 - Pacific Gas & Electric	Oct - Nov 202-3	PG&E - 6594070202-3	Paid by Check # 101269		11/09/2022	11/18/2022	11/18/2022		11/22/2022	112.35
10463 - Pacific Gas & Electric	Oct - Nov 210-0	PG&E - 3242976210-0	Paid by Check # 101269		11/10/2022	11/18/2022	11/18/2022		11/22/2022	179.06
			Account **6380.300 - Utilities Gas & Electric** Totals					Invoice Transactions	4	$1,415.36
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056024 110922	Del Monte/Palm	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	89.02
10349 - Marina Coast Water District	000056022 110922	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	36.77
10349 - Marina Coast Water District	000056016 110922	Resev Rd & Seacrest Ave-Next to Fire Hyd	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	43.70
10349 - Marina Coast Water District	000056021 110922	Reservation Rd/By 290-308 Reservation	Paid by Check # 101267		11/09/2022	11/17/2022	11/17/2022		11/22/2022	40.31
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	4	$209.80
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	109.05
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$109.05
Account **6400.780 - Material & Suppl Traffic Signal**										
11248 - Bear Electrical Solutions, Inc.	17264	Traffic Signal Maintenance	Paid by Check # 101261		10/28/2022	11/18/2022	11/18/2022		11/22/2022	680.00
			Account **6400.780 - Material & Suppl Traffic Signal** Totals					Invoice Transactions	1	$680.00
Account **6400.800 - Material & Suppl Uniform**										
10043 - Aramark Uniform Service	5110114179	Shop Supplies	Paid by Check # 101259		11/16/2022	11/18/2022	11/18/2022		11/22/2022	62.36
			Account **6400.800 - Material & Suppl Uniform** Totals					Invoice Transactions	1	$62.36
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	11	$2,476.57
			Division **000 - Non-Div** Totals					Invoice Transactions	11	$2,476.57
			Department **000 - Non-Dept** Totals					Invoice Transactions	11	$2,476.57
			Fund **220 - Gas Tax** Totals					Invoice Transactions	11	$2,476.57

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **223 - FORA Dissolution**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11755 - Unlimited Environmental, Inc.	22-071-2	City Park Barrack and Cypress Knolls	Paid by Check # 101272		10/31/2022	11/10/2022	11/10/2022		11/22/2022	509,381.70
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$509,381.70
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$509,381.70
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$509,381.70
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$509,381.70
				Fund **223 - FORA Dissolution** Totals			Invoice Transactions	1		$509,381.70

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **422 - Capital Projects - Measure X**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11711 - Precision Grade Inc.	159	Annual Street Resurfacing 2021 Phase 2	Paid by Check # 101270		10/27/2022	11/02/2022	11/02/2022		11/22/2022	42,491.60
11711 - Precision Grade Inc.	158	Annual Street Resurfacing	Paid by Check # 101270		11/07/2022	11/18/2022	11/18/2022		11/22/2022	177,905.55
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions 2			$220,397.15
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 2			$220,397.15
				Division **000 - Non-Div** Totals			Invoice Transactions 2			$220,397.15
				Department **000 - Non-Dept** Totals			Invoice Transactions 2			$220,397.15
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions 2			$220,397.15

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **462 - City Capital Projects**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11757 - Big Sur Land Trust	CONS-2-2022	Retainer Fee Imjin Parkway Mitigation	Paid by Check # 101262		11/17/2022	11/17/2022	11/17/2022		11/22/2022	30,000.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$30,000.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$30,000.00
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$30,000.00
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$30,000.00
				Fund **462 - City Capital Projects** Totals			Invoice Transactions	1		$30,000.00

Accounts Payable by G/L Distribution Report

Payment Date Range 11/22/22 - 11/22/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **555 - Marina Airport**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29479A-IN	Regular Ethenol	Paid by Check # 101268		11/11/2022	11/18/2022	11/18/2022		11/22/2022	109.05
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$109.05
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$109.05
Division **000 - Non-Div** Totals								Invoice Transactions	1	$109.05
Department **000 - Non-Dept** Totals								Invoice Transactions	1	$109.05
Fund **555 - Marina Airport** Totals								Invoice Transactions	1	$109.05
Grand Totals								Invoice Transactions	55	$862,168.68

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.310 - Prof Svc HR - Labor Relation& Negotiation**										
10335 - Liebert Cassidy Whitmore	228844	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	2,234.50
Account **6300.310 - Prof Svc HR - Labor Relation& Negotiation** Totals								Invoice Transactions 1		$2,234.50
Account **6300.465 - Prof Svc Legal - Special Counsel**										
11505 - Shartsis Friese LLP	5466206	Professional Services - MPWSP - October 2022	Paid by Check # 101307		11/28/2022	11/28/2022	11/28/2022		12/02/2022	297,514.50
Account **6300.465 - Prof Svc Legal - Special Counsel** Totals								Invoice Transactions 1		$297,514.50
Account **6300.570 - Prof Svc Other**										
10335 - Liebert Cassidy Whitmore	228964	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	66.00
10335 - Liebert Cassidy Whitmore	228124	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	2,822.50
10335 - Liebert Cassidy Whitmore	228871	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	980.00
10335 - Liebert Cassidy Whitmore	228888	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	2,080.00
10335 - Liebert Cassidy Whitmore	228908	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	4,614.00
10335 - Liebert Cassidy Whitmore	228929	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	1,724.00
10335 - Liebert Cassidy Whitmore	228955	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	628.50
10335 - Liebert Cassidy Whitmore	228977	LCW - Professional Services	Paid by Check # 101292		10/31/2022	11/29/2022	11/29/2022		12/02/2022	527.00
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions 8		$13,442.00
Account **6300.770 - Prof Svc Temp Staffing Agency**										
10508 - Regional Government Services	14242	Professional Services - HR Department - October 2022	Paid by Check # 101304		10/31/2022	11/22/2022	11/22/2022		12/02/2022	8,934.25
Account **6300.770 - Prof Svc Temp Staffing Agency** Totals								Invoice Transactions 1		$8,934.25
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9920196974	Monthly Verizon Bill-308174766	Paid by Check # 101311		11/10/2022	11/23/2022	11/23/2022		12/02/2022	174.06
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions 1		$174.06
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	89.38
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions 1		$89.38

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	279139884-1	Office Supplies	Paid by Check # 101298		11/18/2022	11/17/2022	11/17/2022		12/02/2022	190.14
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions	1		$190.14
Account **6500.700 - Training & Travel Training & Travel**										
10166 - CPS Human Resource Services	129268	training (11/14/22)	Paid by Check # 101282		11/25/2022	11/28/2022	11/28/2022		12/02/2022	150.00
10335 - Liebert Cassidy Whitmore	4285	Training (12/8/22 & 12/15/22)	Paid by Check # 101292		11/29/2022	11/29/2022	11/29/2022		12/02/2022	475.00
Account **6500.700 - Training & Travel Training & Travel** Totals							Invoice Transactions	2		$625.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	16		$323,203.83
Division **000 - Non-Div** Totals							Invoice Transactions	16		$323,203.83
Department **120 - City Mgr/HR/Risk** Totals							Invoice Transactions	16		$323,203.83
Department **130 - Finance**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9920196974	Monthly Verizon Bill-308174766	Paid by Check # 101311		11/10/2022	11/23/2022	11/23/2022		12/02/2022	88.59
Account **6380.120 - Utilities Comm Mobile & Pager** Totals							Invoice Transactions	1		$88.59
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$88.59
Division **000 - Non-Div** Totals							Invoice Transactions	1		$88.59
Department **130 - Finance** Totals							Invoice Transactions	1		$88.59
Department **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11718 - Noland, Hamerly, Etienne & Hoss	226145	General Representation - Oct-Nov 2022	Paid by Check # 101297		11/16/2022	11/22/2022	11/22/2022	11/21/2022	12/02/2022	25,185.00
11718 - Noland, Hamerly, Etienne & Hoss	226147	Contracts - Oct-Nov 2022	Paid by Check # 101297		11/16/2022	11/22/2022	11/22/2022	11/21/2022	12/02/2022	11,517.00
11718 - Noland, Hamerly, Etienne & Hoss	226148	Public Records Act Requests - Oct-Nov 2022	Paid by Check # 101297		11/16/2022	11/22/2022	11/22/2022	11/21/2022	12/02/2022	7,938.25
11718 - Noland, Hamerly, Etienne & Hoss	226146	City Council Meetings - Oct-Nov 2022	Paid by Check # 101297		11/16/2022	11/22/2022	11/22/2022	11/21/2022	12/02/2022	6,359.50
10257 - Goldfarb & Lipman	459596	The Dunes - October 2022	Paid by Check # 101288		11/16/2022	11/17/2022	11/17/2022		12/02/2022	1,600.00

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
10257 - Goldfarb & Lipman	459595	Marina Heights - October 2022	Paid by Check # 101288		11/16/2022	11/17/2022	11/17/2022		12/02/2022	5,088.00
10257 - Goldfarb & Lipman	459594	General Files - October 2022	Paid by Check # 101288		11/16/2022	11/17/2022	11/17/2022		12/02/2022	896.00
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals							Invoice Transactions	7		$58,583.75
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	7		$58,583.75
Division **000 - Non-Div** Totals							Invoice Transactions	7		$58,583.75
Department **150 - City Attorney** Totals							Invoice Transactions	7		$58,583.75
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6160.200 - Other Progr Group Life Ins**										
10548 - Standard Insurance Company	12.-01.22	Standard Life Insurance	Paid by EFT # 2733		12/01/2022	12/01/2022	12/01/2022		12/01/2022	5.19
Account **6160.200 - Other Progr Group Life Ins** Totals							Invoice Transactions	1		$5.19
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056018 110922	208 Palm Ave	Paid by Check # 101293		11/09/2022	11/18/2022	11/18/2022		12/02/2022	125.52
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions	1		$125.52
Account **6400.565 - Material & Suppl Office Supplies**										
10540 - Sierra Springs & Alhambra	7266038 112522	Water Cooler Rental and Replacement Water	Paid by Check # 101308		11/25/2022	11/22/2022	11/22/2022		12/02/2022	85.93
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions	1		$85.93
Account **6400.635 - Material & Suppl Postage Shipping**										
10480 - Pitney Bowes	3105813896	Postage Meter Lease Payment - December 2022	Paid by Check # 101301		11/25/2022	11/22/2022	11/22/2022		12/02/2022	1,375.38
Account **6400.635 - Material & Suppl Postage Shipping** Totals							Invoice Transactions	1		$1,375.38
Account **6600.010 - Other Charges Alarm**										
10239 - First Alarm	717781	Alarm Monitoring - 3200 Del Monte Blvd - VDP - Dec 22-Feb23	Paid by Check # 101319		11/15/2022	11/17/2022	11/17/2022	11/18/2022	12/02/2022	156.09
10239 - First Alarm	715358	Alarm Monitoring - Council Chambers Audio Room	Paid by Check # 101319		11/15/2022	11/17/2022	11/17/2022		12/02/2022	97.20

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.010 - Other Charges Alarm**										
10981 - Sentry Alarm Systems of America, Inc.	2203266	Alarm Monitoring - Sports Center 2800 2nd Ave - Dec 22-Feb 23	Paid by Check # 101306		11/15/2022	11/17/2022	11/17/2022		12/02/2022	285.00
				Account **6600.010 - Other Charges Alarm** Totals				Invoice Transactions	3	$538.29
Account **6600.460 - Other Charges Legal Notices & Pub**										
10420 - Monterey County Weekly	244-090198-00002	Legal Notice for Wallace MLK	Paid by Check # 101296		11/24/2022	11/28/2022	11/28/2022		12/02/2022	186.00
				Account **6600.460 - Other Charges Legal Notices & Pub** Totals				Invoice Transactions	1	$186.00
Account **6600.630 - Other Charges Promotional Activities**										
11464 - The Pin Center - DP Trading	1122085	City Employee Service Pins	Paid by Check # 101309		11/21/2022	11/22/2022	11/22/2022		12/02/2022	590.00
				Account **6600.630 - Other Charges Promotional Activities** Totals				Invoice Transactions	1	$590.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	9	$2,906.31
				Division **000 - Non-Div** Totals				Invoice Transactions	9	$2,906.31
				Department **190 - Citywide Non-Dept** Totals				Invoice Transactions	9	$2,906.31
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228507	Janitorial Service - Police/Fire/Airport November 2022	Paid by Check # 101279		11/23/2022	11/29/2022	11/29/2022		12/02/2022	1,308.34
				Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	1	$1,308.34
Account **6360.680 - Maint & Repairs Radio Equip**										
11171 - Motorola Solutions, Inc.	16187360	Cust. #1036864173	Paid by Check # 101320		08/11/2022	11/10/2022	11/10/2022		12/02/2022	36,594.81
11171 - Motorola Solutions, Inc.	16186679	Cust #1036864173	Paid by Check # 101320		07/29/2022	11/10/2022	11/10/2022		12/02/2022	9,148.70
				Account **6360.680 - Maint & Repairs Radio Equip** Totals				Invoice Transactions	2	$45,743.51

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	3,396.42
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$3,396.42
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	4	$50,448.27
Division **000 - Non-Div** Totals								Invoice Transactions	4	$50,448.27
Department **210 - Police** Totals								Invoice Transactions	4	$50,448.27
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228507	Janitorial Service - Police/Fire/Airport November 2022	Paid by Check # 101279		11/23/2022	11/29/2022	11/29/2022		12/02/2022	516.66
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	1	$516.66
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10221 - Emergency Vehicle Specialists	14486	Truck Vault Custom Drawer System, Cargo net	Paid by Check # 101318		11/23/2022	11/29/2022	11/29/2022		12/02/2022	5,590.03
10623 - Xerox Financial Services	3634427	FD Monthly Copier Charges Oct & Nov 2022	Paid by Check # 101313		11/27/2022	11/29/2022	11/29/2022		12/02/2022	478.52
Account **6360.570 - Maint & Repairs Other Svc Agr** Totals								Invoice Transactions	2	$6,068.55
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	268.14
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$268.14
Account **6400.740 - Material & Suppl Special Dept Suppl**										
11101 - The Sox Box	MAFireOPenHouse	(23) teeshirts for Fire Prevention Open House Vols	Paid by Check # 101310		11/27/2022	11/29/2022	11/29/2022		12/02/2022	281.21
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions	1	$281.21

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6500.700 - Training & Travel Training & Travel**										
10138 - City Of Monterey	98971	CSTI Hazmat FRO Recert Training, Oct & Nov 2022	Paid by Check # 101280		11/22/2022	11/29/2022	11/29/2022		12/02/2022	240.00
Account **6500.700 - Training & Travel Training & Travel** Totals								Invoice Transactions	1	$240.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	6	$7,374.56
Division **000 - Non-Div** Totals								Invoice Transactions	6	$7,374.56
Department **250 - Fire** Totals								Invoice Transactions	6	$7,374.56
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10728 - Ace Hardware-Public Works	083648	Holiday Tree	Paid by Check # 101275		11/17/2022	11/18/2022	11/18/2022		12/02/2022	5.45
10728 - Ace Hardware-Public Works	083681	Shop Supplies	Paid by Check # 101275		11/21/2022	11/18/2022	11/18/2022		12/02/2022	16.38
10728 - Ace Hardware-Public Works	083663	Community Center	Paid by Check # 101275		11/18/2022	11/23/2022	11/23/2022		12/02/2022	38.20
10728 - Ace Hardware-Public Works	083690	Teen Center Washing	Paid by Check # 101275		11/23/2022	11/23/2022	11/23/2022		12/02/2022	17.46
10728 - Ace Hardware-Public Works	083693	Street Marking	Paid by Check # 101275		11/23/2022	11/23/2022	11/23/2022		12/02/2022	16.38
10728 - Ace Hardware-Public Works	083684	Shop Supply and Cardoza	Paid by Check # 101275		11/22/2022	11/23/2022	11/23/2022		12/02/2022	13.09
10080 - Branch's Janitorial	228508	Custodial Service for November	Paid by Check # 101279		11/23/2022	11/18/2022	11/18/2022		12/02/2022	2,886.35
10275 - Home Depot Credit Service	11-13-22	PW Home Depot (6035 3225 0395 9813)	Paid by Check # 101290		11/13/2022	11/18/2022	11/18/2022		12/02/2022	580.56
Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals								Invoice Transactions	8	$3,573.87
Account **6360.075 - Maint & Repairs Bdg Teen Center**										
10728 - Ace Hardware-Public Works	083660	Rec Center Paint	Paid by Check # 101275		11/18/2022	11/18/2022	11/18/2022		12/02/2022	246.74
Account **6360.075 - Maint & Repairs Bdg Teen Center** Totals								Invoice Transactions	1	$246.74
Account **6360.440 - Maint & Repairs Landscape General**										
11251 - Forms and Surfaces, Inc.	0000358300	Park Recepticles	Paid by Check # 101287		11/22/2022	11/23/2022	11/23/2022		12/02/2022	5,747.66
Account **6360.440 - Maint & Repairs Landscape General** Totals								Invoice Transactions	1	$5,747.66
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056042 111822	3040 Lake Drive	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	96.32

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Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056061 111822	Reservation/Locke Paddon Park	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	82.42
10349 - Marina Coast Water District	000056006 111822	188 Seaside Circle	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	117.83
10349 - Marina Coast Water District	000056090 111822	Locke Paddon Park	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	60.52
10349 - Marina Coast Water District	000056094 111822	2660 5th Ave	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	426.66
10349 - Marina Coast Water District	000056045 111822	3100 Preston Drive	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	1,991.89
10349 - Marina Coast Water District	000056046 111822	3100 Preston Drive	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	150.82
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	7	$2,926.46
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	134.07
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	1	$134.07
Account **6400.800 - Material & Suppl Uniform**										
10043 - Aramark Uniform Service	5110118337	PW Uniforms	Paid by Check # 101276		11/23/2022	11/23/2022	11/23/2022		12/02/2022	147.08
			Account **6400.800 - Material & Suppl Uniform** Totals					Invoice Transactions	1	$147.08
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	19	$12,775.88
			Division **311 - Buildings & Grounds** Totals					Invoice Transactions	19	$12,775.88
			Department **310 - Public Works** Totals					Invoice Transactions	19	$12,775.88
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11762 - Raimi + Associates, Inc	22-5443	General Plan Updates 10/01/2022 to 10/31/2022	Paid by Check # 101303		11/18/2022	11/21/2022	11/21/2022		12/02/2022	3,675.95
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions	1	$3,675.95
Account **6300.610 - Prof Svc Planning - Consultant**										
10268 - Harris & Associates	55114	October 2, 2022 to October 29, 2022	Paid by Check # 101289		11/17/2022	11/18/2022	11/18/2022		12/02/2022	6,792.50
10515 - Rincon Consultants, Inc.	43917	Marina On-Call GIS Services	Paid by Check # 101305		11/17/2022	11/18/2022	11/18/2022		12/02/2022	2,357.50
			Account **6300.610 - Prof Svc Planning - Consultant** Totals					Invoice Transactions	2	$9,150.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6330.100 - Fee Agr Costs - Planning**										
10508 - Regional Government Services	14147	Marina Dunes-September	Paid by Check # 101304		09/30/2022	11/08/2022	11/08/2022		12/02/2022	23,106.98
Account **6330.100 - Fee Agr Costs - Planning** Totals								Invoice Transactions	1	$23,106.98
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9920196974	Monthly Verizon Bill-308174766	Paid by Check # 101311		11/10/2022	11/23/2022	11/23/2022		12/02/2022	50.58
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions	1	$50.58
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	89.38
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$89.38
Account **6400.352 - Material & Suppl IT - Software (non-capitalize)**										
10046 - ARC (Former San Jose Blue)	2645185	Color Bond Plot Arc 11/22/22	Paid by Check # 101277		11/22/2022	11/28/2022	11/28/2022		12/02/2022	282.96
Account **6400.352 - Material & Suppl IT - Software (non-capitalize)** Totals								Invoice Transactions	1	$282.96
Account **6400.565 - Material & Suppl Office Supplies**										
10418 - Monterey County Recorder	11-18-22	Copies of Deed-450 Reindollar Ave	Paid by Check # 101295		11/18/2022	11/29/2022	11/29/2022		12/02/2022	6.00
Account **6400.565 - Material & Suppl Office Supplies** Totals								Invoice Transactions	1	$6.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	8	$36,361.85
Division **000 - Non-Div** Totals								Invoice Transactions	8	$36,361.85
Department **410 - Planning** Totals								Invoice Transactions	8	$36,361.85
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10171 - CSG Consultants	47059	Marina Building Services FY 17-23	Paid by Check # 101283		11/15/2022	11/18/2022	11/18/2022		12/02/2022	29,192.50
Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals								Invoice Transactions	1	$29,192.50
Account **6300.100 - Prof Svc Code Enforcement**										
11477 - Cheryl Kent - DBA Fastrac	2022-135	Code Enforcement Investigations	Paid by Check # 101314		11/10/2022	11/22/2022	11/22/2022		12/02/2022	1,610.00
11477 - Cheryl Kent - DBA Fastrac	2022-140	Code Enforcement Investigations	Paid by Check # 101314		11/23/2022	11/29/2022	11/29/2022		12/02/2022	560.00
Account **6300.100 - Prof Svc Code Enforcement** Totals								Invoice Transactions	2	$2,170.00

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9920916060	PW Phone Bill 972476364-00001	Paid by Check # 101311		11/18/2022	11/28/2022	11/28/2022		12/02/2022	40.46
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions 1		$40.46
Account **6400.565 - Material & Suppl Office Supplies**										
10734 - Office Depot-Public Works Dept.	276434668001	Building Supplies	Paid by Check # 101299		11/18/2022	11/18/2022	11/18/2022		12/02/2022	27.47
Account **6400.565 - Material & Suppl Office Supplies** Totals								Invoice Transactions 1		$27.47
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 5		$31,430.43
Division **000 - Non-Div** Totals								Invoice Transactions 5		$31,430.43
Department **430 - Building Inspection** Totals								Invoice Transactions 5		$31,430.43
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10153 - Comcast	11-14-22	Teen Center Cable Billing - Acc# 8155 10 029 0106172	Paid by Check # 101281		11/14/2022	11/30/2022	11/30/2022		12/02/2022	142.69
10603 - Verizon Wireless	9920806946	Cell Phone Charges for Recreation Department - November 2022	Paid by Check # 101311		11/17/2022	11/30/2022	11/30/2022		12/02/2022	203.52
10053 - AT & T	Nov 2022	AT&T 831-582-9957 520 5	Paid by Check # 101278		11/13/2022	11/21/2022	11/21/2022		12/02/2022	241.51
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions 3		$587.72
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	223.45
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions 1		$223.45
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 4		$811.17
Division **100 - Admin** Totals								Invoice Transactions 4		$811.17

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **513 - Senior**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.652 - Material & Suppl Recr Special Progr / Events**										
11770 - Ron Powell	11-21-22	Reimbursement - Thanksgiving Dinner Supplies	Paid by Check # 101317		11/21/2022	11/17/2022	11/17/2022		12/02/2022	266.73
Account **6400.652 - Material & Suppl Recr Special Progr / Events** Totals								Invoice Transactions	1	$266.73
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$266.73
Division **513 - Senior** Totals								Invoice Transactions	1	$266.73
Department **510 - Recreation & Culture** Totals								Invoice Transactions	5	$1,077.90
Fund **100 - General Fund** Totals								Invoice Transactions	80	$524,251.37

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9920916060	PW Phone Bill 972476364-00001	Paid by Check # 101311		11/18/2022	11/28/2022	11/28/2022		12/02/2022	431.11
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions	1	$431.11
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Oct - Nov 827-8	PG&E - 0423929827-8	Paid by Check # 101300		11/13/2022	11/21/2022	11/21/2022		12/02/2022	119.59
10463 - Pacific Gas & Electric	Oct - Nov 851-0	PG&E - 3440977851-0	Paid by Check # 101300		11/15/2022	11/21/2022	11/21/2022		12/02/2022	175.92
10463 - Pacific Gas & Electric	Oct - Nov 535-3	PG&E - 6161832535-3	Paid by Check # 101300		11/13/2022	11/21/2022	11/21/2022		12/02/2022	253.50
Account **6380.300 - Utilities Gas & Electric** Totals								Invoice Transactions	3	$549.01
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056028 111822	California at Jerry Ct	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	36.77
10349 - Marina Coast Water District	000056040 111822	Hilo Ave	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	27.26
Account **6380.500 - Utilities Water & Sewer** Totals								Invoice Transactions	2	$64.03
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	134.07
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$134.07
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10540 - Sierra Springs & Alhambra	9696351 111922	Corp Yard	Paid by Check # 101308		11/19/2022	11/18/2022	11/18/2022		12/02/2022	35.47
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions	1	$35.47
Account **6400.780 - Material & Suppl Traffic Signal**										
11077 - JAM Services, Inc.	163172	Polara Bulldog Green	Paid by Check # 101291		11/16/2022	11/18/2022	11/18/2022		12/02/2022	742.90
Account **6400.780 - Material & Suppl Traffic Signal** Totals								Invoice Transactions	1	$742.90
Account **6400.800 - Material & Suppl Uniform**										
10043 - Aramark Uniform Service	5110118340	PW Shop Supplies	Paid by Check # 101276		11/23/2022	11/23/2022	11/23/2022		12/02/2022	62.36
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions	1	$62.36
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	10	$2,018.95
Division **000 - Non-Div** Totals								Invoice Transactions	10	$2,018.95
Department **000 - Non-Dept** Totals								Invoice Transactions	10	$2,018.95
Fund **220 - Gas Tax** Totals								Invoice Transactions	10	$2,018.95

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **223 - FORA Dissolution**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11489 - Wallace Group, Inc.	57976	Blight Removal	Paid by Check # 101312		11/22/2022	11/28/2022	11/28/2022		12/02/2022	54,379.13
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$54,379.13
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$54,379.13
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$54,379.13
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$54,379.13
				Fund **223 - FORA Dissolution** Totals			Invoice Transactions	1		$54,379.13

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **233 - Monterey Bay Estates AD**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
11037 - Don Chapin Company, Inc.	75329	Monterey Estates	Paid by Check # 101284		11/20/2022	11/18/2022	11/18/2022		12/02/2022	4,237.00
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions 1			$4,237.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$4,237.00
Division **000 - Non-Div** Totals							Invoice Transactions 1			$4,237.00
Department **000 - Non-Dept** Totals							Invoice Transactions 1			$4,237.00
Fund **233 - Monterey Bay Estates AD** Totals							Invoice Transactions 1			$4,237.00

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **251 - CFD - Locke Paddon**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	012016000 111822	199 A Paddon Place	Paid by Check # 101293		11/18/2022	11/28/2022	11/28/2022		12/02/2022	36.77
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions 1			$36.77
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$36.77
Division **000 - Non-Div** Totals							Invoice Transactions 1			$36.77
Department **000 - Non-Dept** Totals							Invoice Transactions 1			$36.77
Fund **251 - CFD - Locke Paddon** Totals							Invoice Transactions 1			$36.77

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **422 - Capital Projects - Measure X**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11711 - Precision Grade Inc.	159	Annual Street Resurfacing 2021 Phase 2	Paid by Check # 101302		10/27/2022	11/02/2022	11/02/2022		12/02/2022	42,491.60
11711 - Precision Grade Inc.	158	Annual Street Resurfacing	Paid by Check # 101302		11/07/2022	11/18/2022	11/18/2022		12/02/2022	177,905.55
11037 - Don Chapin Company, Inc.	74761	Cardoza Striping	Paid by Check # 101284		10/31/2022	11/18/2022	11/18/2022		12/02/2022	4,101.62
11037 - Don Chapin Company, Inc.	74765	Cardoza Striping (Ret)	Paid by Check # 101284		10/31/2022	11/18/2022	11/18/2022		12/02/2022	215.88
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	4		$224,714.65
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	4		$224,714.65
				Division **000 - Non-Div** Totals			Invoice Transactions	4		$224,714.65
				Department **000 - Non-Dept** Totals			Invoice Transactions	4		$224,714.65
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions	4		$224,714.65

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **462 - City Capital Projects**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10463 - Pacific Gas & Electric	114570438	Imjin Parkway Elec Reloc & Rearrangement Non-Refundable Payment	Paid by Check # 101300		11/17/2021	11/14/2022	11/14/2022		12/02/2022	248,387.70
11489 - Wallace Group, Inc.	57962	MLK Sculpture CDs	Paid by Check # 101312		11/22/2022	11/28/2022	11/28/2022		12/02/2022	13,241.00
11456 - William A. Thayer Construction, Inc	2021-15-2	Patton Parkway Retaining Wall	Paid by EFT # 2735		11/07/2022	11/14/2022	11/14/2022		12/02/2022	14,005.19
10515 - Rincon Consultants, Inc.	43951	DVSP	Paid by Check # 101305		11/17/2022	11/18/2022	11/18/2022		12/02/2022	5,234.50
11489 - Wallace Group, Inc.	57960	Sea Haven City Park	Paid by Check # 101312		11/22/2022	11/23/2022	11/23/2022		12/02/2022	1,189.75
11489 - Wallace Group, Inc.	57961	MLK Sculpture	Paid by Check # 101312		11/22/2022	11/23/2022	11/23/2022		12/02/2022	5,925.25
11489 - Wallace Group, Inc.	57938	Glorya Jean Tate Pump Track & Restroom Improvements	Paid by Check # 101312		11/22/2022	11/23/2022	11/23/2022		12/02/2022	7,512.12
11489 - Wallace Group, Inc.	57891	California Ave Pedestrian Crossing	Paid by Check # 101312		11/22/2022	11/23/2022	11/23/2022		12/02/2022	212.75
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	8		$295,708.26
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	8		$295,708.26
				Division **000 - Non-Div** Totals			Invoice Transactions	8		$295,708.26
				Department **000 - Non-Dept** Totals			Invoice Transactions	8		$295,708.26
				Fund **462 - City Capital Projects** Totals			Invoice Transactions	8		$295,708.26

Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/22 - 12/02/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **555 - Marina Airport**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11317 - First American Title Company	12814-12814304	Title Report for Marina Municipal Airport	Paid by Check # 101286		11/16/2022	11/22/2022	11/22/2022		12/02/2022	395.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$395.00
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228507	Janitorial Service - Police/Fire/Airport November 2022	Paid by Check # 101279		11/23/2022	11/29/2022	11/29/2022		12/02/2022	410.00
				Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	1	$410.00
Account **6380.300 - Utilities Gas & Electric**										
10603 - Verizon Wireless	9920916060	PW Phone Bill 972476364-00001	Paid by Check # 101311		11/18/2022	11/28/2022	11/28/2022		12/02/2022	39.87
				Account **6380.300 - Utilities Gas & Electric** Totals				Invoice Transactions	1	$39.87
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	29511A-IN	Regular Ethenol	Paid by Check # 101294		11/21/2022	11/23/2022	11/23/2022		12/02/2022	134.07
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals				Invoice Transactions	1	$134.07
Account **6400.232 - Material & Suppl Fuel - Aviation Jet A**										
10227 - Epic Aviation	7633424	Jet A Fuel	Paid by Check # 101285		11/22/2022	11/22/2022	11/22/2022		12/02/2022	30,858.55
				Account **6400.232 - Material & Suppl Fuel - Aviation Jet A** Totals				Invoice Transactions	1	$30,858.55
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	5	$31,837.49
				Division **000 - Non-Div** Totals				Invoice Transactions	5	$31,837.49
				Department **000 - Non-Dept** Totals				Invoice Transactions	5	$31,837.49
				Fund **555 - Marina Airport** Totals				Invoice Transactions	5	$31,837.49
				Grand Totals				Invoice Transactions	110	$1,137,183.62

Accounts Payable by G/L Distribution Report

Payment Date Range 11/18/22 - 11/18/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **758 - Successor Agency Oblig Retiremt**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6650.030 - ROPS #30 Administrative Costs - Other**										
10008 - Monterey County Department of Health - EHB	21SM4735&SM 1450	LUC MOA FY21/22-15	Paid by Check # 101		11/10/2022	11/10/2022	11/10/2022		11/18/2022	10,619.19
Account **6650.030 - ROPS #30 Administrative Costs - Other** Totals							Invoice Transactions	1		$10,619.19
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$10,619.19
Division **000 - Non-Div** Totals							Invoice Transactions	1		$10,619.19
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$10,619.19
Fund **758 - Successor Agency Oblig Retiremt** Totals							Invoice Transactions	1		$10,619.19
Grand Totals							Invoice Transactions	1		$10,619.19

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Agenda Item: **10b(1)**
City Council Meeting of
December 6, 2022

MINUTES

Tuesday November 1, 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 2022-123, 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: David Burnett, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

   MEMBERS ABSENT: Cristina Medina Dirksen, Lisa Berkley

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.*

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Agenda Item: **10b(2)**
City Council Meeting of
December 6, 2022

MINUTES

Tuesday November 15, 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 2022-123, 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 (arrived at 7:25pm), 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. Public Employment Appointment (Govt. Code Section 54957(b)(1):
      Position: City Attorney

b. Real Property Negotiation (Govt. Code Section 54956.8)

i. Property: Cypress Knolls Property, APN: 031-201-005
Negotiating Party: Mark Lobaugh, Epic Wireless Group, LLC
Negotiator(s): City Manager
Terms: Price and Terms

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

Heidi Quin, Interim City Attorney reported out Closed Session: Council met in closed session with the two items listed under Closed Session. In regard to both items, Council received information, provided direction and no reportable action was taken.

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.*

- Liesbeth Visscher – Spoke about Coastal Commission Hearing in Salinas on November 17, 2022, on the Proposed CalAm Desal Plant.
- Doug Yount – Provided Council and the public an update on the Phase 3 of the Dunes demolition and building removal program.
- Archie Warren – Commented on Police Chief Nieto's election to the Sheriff's seat and asked City Council to consider Eddie Anderson when recruiting for Police Chief position.
- Tina Nieto – Thanked the community for their support in the November 8th election. Congratulated Liesbeth Visscher and Brian McCarthy on their election to the Marina City Council.
- Matthew Mogensen – Announced an Open House for the Incidental Take Permit (ITP) on Monday, December 12, 2022, in the Marina Council Chambers. There will be a Q&A on the San Gilia population within Marina. We're also going to look at the different sites that we'll be discussing and then following evening on Tuesday, December 13th with the city Council.
- Tommy Bolea – Commented on the water issue and hopes it will be voted down. Spoke about Commander Anderson being the right person to fill the police chief vacancy. Advocating for roadway cameras to assist with crimes in Marina.
- Council Member Medina Dirksen – Congratulated the newly elected Council Members Liesbeth Visser and Brian McCarthy. Commented on the veteran's day events that took place in the community. Spoke about Wreaths Across America, for more information contact the Marina Foundation.
- Mayor Delgado – Announced on November 24th will be a free community dinner at the Community Center, 211 Hillcrest Avenue from 11:00am-2:00pm and thanked the city, Marina Rotary, Kiwanis and the other organizations for putting this event on. Commented on advocating

for a new Veterans' home here on the peninsula. Thanked the volunteers for coming out each Saturday for the planting events.

- Doug McCoun – Announced Marina Fire Department will be delivering Thanksgiving dinner to persons who are unable to leave their homes. More information call (831) 275-1700
- Mayor Pro Tem Biala – Commented on November 17th Coastal Commission hearing in Salinas to approve or deny the proposed CalAm Desal Project and encouraged Marina residents to show their support either in Salinas or in the Marina Council Chambers.

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 101106-101193, totaling $601,836.28
      Accounts Payable Successor Agency Check Number 100, totaling $672.40

   b. MINUTES: None

   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. 2022-134**, 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 November 21, 2022, through December 20, 2022.

      (2) City Council consider adopting **Resolution No. 2022-135**, authorizing the mayor or his designee to sign a letter of support for a Veteran's Home in Monterey County.

   g. APPROVAL OF AGREEMENTS:

      (1) City Council consider adopting **Resolution No. 2022-136**, approving Amendment No.1 to the Measure X Regional Funding Agreement with the Transportation Agency for Monterey County (TAMC) for the Marina-Salinas Multimodal Corridor-Imjin Parkway Widening Project, and; authorize the City Manager to execute the Amendment on behalf of the City Council subject to final review and approval by the City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) City Council 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 September 30, 2022.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

DELGADO/MEDINA DIRKSEN: TO APPROVE THE CONSENT AGENDA. 3-0-2(Burnett, Berkley)-0 Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS:

a. City Council open public hearing, taking testimony from the public and consider approving Ordinance No. 2022-06, adopting and amending Title 15 of the Marina Municipal Code to adopt 2022 Editions of California Building Standards Codes, specifically 2022 California Building Code, 2022 California Residential Code, 2022 California Electrical Code, 2022 California Mechanical Code, 2022 California Plumbing Code, 2022 California Energy Code, 2022 California Green Building Standards Code, 2022 California Existing Building Code, 2022 California Historical Building Code and 2022 California Fire Code, with certain exceptions, modifications and additions required by local climatic, geological or topographical conditions; approving second reading by title only, and final adoption of the Ordinance to be in effect as of January 1, 2023; adoption of the building code is exempt from CEQA pursuant to Section 15061(b)3 of the CEQA Guidelines also known as the "general rule" exemption, CEQA exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment.

Mayor opened the public hearing for public comments and the following persons spoke: Denise Turley and Tommy Bolea.

BIALA/MEDINA DIRKSEN: TO OPEN PUBLIC HEARING, TAKING TESTIMONY FROM THE PUBLIC AND CONSIDER APPROVING ORDINANCE NO. 2022-06, ADOPTING AND AMENDING TITLE 15 OF THE MARINA MUNICIPAL CODE TO ADOPT 2022 EDITIONS OF CALIFORNIA BUILDING STANDARDS CODES, SPECIFICALLY 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA HISTORICAL BUILDING CODE AND 2022 CALIFORNIA FIRE CODE, WITH CERTAIN EXCEPTIONS, MODIFICATIONS AND ADDITIONS REQUIRED BY LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS; APPROVING SECOND READING BY TITLE ONLY, AND FINAL ADOPTION OF THE ORDINANCE TO BE IN EFFECT AS OF JANUARY 1, 2023; ADOPTION OF THE BUILDING CODE IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)3 OF THE CEQA GUIDELINES ALSO KNOWN AS THE "GENERAL RULE" EXEMPTION, CEQA EXEMPTS ACTIVITIES THAT CAN BE SEEN WITH CERTAINTY TO HAVE NO POSSIBILITY FOR CAUSING A SIGNIFICANT EFFECT ON THE ENVIRONMENT. 3-0-2(Burnett, Berkley)-0 Motion Passes by Roll Call Vote

b. City Council open public hearing, read by title only and waive further reading and approve the first reading of Ordinance 2022-, approving amendments to the following Sections of Title 17 of the Marina Municipal Code (MMC): 17.04.212, 17.04.213, 17.04.698, 17.06.020, 17.08.020, 17.12.020, 17.12.030, 17.16.020, 17.18.020, 17.20.020, 17.22.030, 17.22.050, 17.42.135, and 17.44.030. These sections pertain to small and large family childcare homes, day care centers, supportive housing uses, and conditional use permits for multi-family housing. The action is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Mayor opened the public hearing for public comments: No public comments were made

BIALA/BERKLEY: TO OPEN PUBLIC HEARING, READ BY TITLE ONLY AND WAIVE FURTHER READING AND APPROVE THE FIRST READING OF ORDINANCE 2022-, APPROVING AMENDMENTS TO THE FOLLOWING SECTIONS OF TITLE 17 OF THE MARINA MUNICIPAL CODE (MMC): 17.04.212, 17.04.213, 17.04.698, 17.06.020, 17.08.020, 17.12.020, 17.12.030, 17.16.020, 17.18.020, 17.20.020, 17.22.030, 17.22.050, 17.42.135, AND 17.44.030. THESE SECTIONS PERTAIN TO SMALL AND LARGE FAMILY CHILDCARE HOMES, DAY CARE CENTERS, SUPPORTIVE HOUSING USES, AND CONDITIONAL USE PERMITS FOR MULTI-FAMILY HOUSING. THE ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES. 4-0-1(Burnett)-0 Motion Passes by Roll Call Vote

c. City Council open public hearing and read by title only and waive further reading and approve the first reading of Ordinance 2022-, approving an amendment to Section 17.12.060 of the Marina Municipal Code (MMC) pertaining to height limits in the R-4 zoning district. The action is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Mayor opened the public hearing for public comments and the following person spoke: Tommy Bolea

MEDINA DIRKSEN/DELGADO: TO OPEN PUBLIC HEARING AND READ BY TITLE ONLY AND WAIVE FURTHER READING AND APPROVE THE FIRST READING OF ORDINANCE 2022-, APPROVING AN AMENDMENT TO SECTION 17.12.060 OF THE MARINA MUNICIPAL CODE (MMC) PERTAINING TO HEIGHT LIMITS IN THE R-4 ZONING DISTRICT. THE ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES. 4-0-1(Burnett)-0 Motion Passes by Roll Call Vote

d. City Council open public hearing, take testimony from the public, and consider approving or denying the modifications to remove the required façade improvements and grant an extension of the site improvements in City Council Resolution No. 2020-65 to January 3, 2024, for the combined medical/adult cannabis dispensary use at 3100 Del Monte Boulevard (APN 032-192-018-000). this project is exempt from CEQA per Article 19, Section 15301 (existing facilities). ***Continued to December 6, 2022***

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. 2022-137**, authorizing the signing of a purchase order for $1,908,443.04 to purchase a Rosenbauer Quint Fire Truck; and direct staff to pay $464,689 for the chassis upon arrival at the Minnesota plant for a $18,555 discount on or about March of 2024 which will reduce the total purchase price to $1,889,888; and pay the balance of the $1,425,199 when the Truck is delivered and accepted by the Marina Fire Department on or about the fourth quarter of 2024; and authorize the Finance Director to make necessary accounting and budgetary entries.

MEDINA DIRKSEN/BIALA: TO ADOPT RESOLUTION NO. 2022-137, AUTHORIZING THE SIGNING OF A PURCHASE ORDER FOR $1,908,443.04 TO PURCHASE A ROSENBAUER QUINT FIRE TRUCK; AND DIRECT STAFF TO PAY $464,689 FOR THE CHASSIS UPON ARRIVAL AT THE MINNESOTA PLANT FOR A $18,555 DISCOUNT ON OR ABOUT MARCH OF 2024 WHICH WILL REDUCE THE TOTAL PURCHASE PRICE TO $1,889,888; AND PAY THE BALANCE OF THE $1,425,199 WHEN THE TRUCK IS DELIVERED AND ACCEPTED BY THE MARINA FIRE DEPARTMENT ON OR ABOUT THE FOURTH QUARTER OF 2024; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments made by: Les Martin

b. City Council consider adopting **Resolution No. 2022-138**, which appeals and replaces Resolution No. 80-71, as amended, Establishing the Rules and Procedures for the Conduct of Meetings and approving an Agenda format in substantially the same form.

BIALA/DELGADO: TO ADOPT RESOLUTION NO. 2022-138, WHICH APPEALS AND REPLACES RESOLUTION NO. 80-71, AS AMENDED, ESTABLISHING THE RULES AND PROCEDURES FOR THE CONDUCT OF MEETINGS AND APPROVING AN AGENDA FORMAT IN SUBSTANTIALLY THE SAME FORM. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments made by: Brian McCarthy, Les Martina and Tommy Bolea

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 9:03 PM

_____

Anita Sharp, Deputy City Clerk

ATTEST:

_____

Bruce C. Delgado, Mayor

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

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

Heidi Quinn, Interim City Attorney reported out Closed Session: Council met in Closed Session with the regard to the one item listed: Legal Counsel potential litigation under Government Code, 54956.9 one potential case. Council discussed a settlement agreement and on a motion by Council Member Burnett and Seconded by Mayor Pro Tem Biala. The Council voted to approve a settlement agreement with Wathens Castanos Peterson Homes and authorized the city manager to execute the agreement. General terms include provisions for below market rate, housing, construction of a park and habitat mitigation. Further details of the settlement agreement will be made available once the settlement agreement is executed. The motion passed by Roll Call Vote 3 council members, present Mayor Delgado, Council members Biala and Burnett all voted in favor of the motion and Council members Berkeley and Council Member Christina Medina Dirksen were both absent from the meeting.

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

5. SPECIAL PRESENTATIONS:

   a. Native American Heritage Month 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.*

- Liesbeth Visscher – Commented about the CalAm Desal Plant Project and the upcoming Coast Commission Hearing on November 17, 2022, in Salinas. Encourages citizens to help protect Marina's water supply by speaking out at the November 17, 2022, Coastal Commission hearing. For more information on how to participate, please visit www.citizensforjustwater.org
- Mayor Delgado – Commented on the Forum on the CalAm Desal Project held at the Marina Library last night and thanked all those involved for hosting the event and those who attended.

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 101009-101105, totaling $545,052.53

   b. MINUTES:

      (1) October 6, 2022, Regular City Council Meeting
      (2) October 18, 2022, Regular City Council Meeting
      (3) October 25, 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: None

   g. APPROVAL OF AGREEMENTS:

      (1) City Council consider adopting **Resolution No. 2022-132**, approving a mitigation services agreement with the Big Sur Land Trust (BSLT) in order for the BSLT to serve as the conservation easement holder for the Imjin Parkway Widening Project, and; authorize the City Manager to execute the agreement on behalf of the City Council subject to final review and approval by the City Attorney.

   h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

   i. MAPS: None

   j. REPORTS: (RECEIVE AND FILE): None

   k. FUNDING & BUDGET MATTERS: None

   l. APPROVE ORDINANCES (WAIVE SECOND READING): None

   m. APPROVE APPOINTMENTS:

      (1) City Council consider appointing to Public Works Commission: Cynthia Tanabe, Jim Felton for a term expiring February 2024; and Michael Owen, Steve Hunt and Stephen Rouland for a term expiring February 2025.

DELGADO/BIALA: TO APPROVE THE CONSENT AGENDA. 3-0-2(Medina Dirksen, Berkley)-0 Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS:

   a. City Council consider approving introduction by title only and approving first reading of Ordinance No. 2022-, adopting and amending Title 15 of the Marina Municipal Code to adopt 2022 Editions of California Building Standards Codes, specifically 2022

California Building Code, 2022 California Residential Code, 2022 California Electrical Code, 2022 California Mechanical Code, 2022 California Plumbing Code, 2022 California Energy Code, 2022 California Green Building Standards Code, 2022 California Existing Building Code, 2022 California Historical Building Code and 2022 California Fire Code, with certain exceptions, modifications and additions required by local climatic, geological or topographical conditions; and set Tuesday, November 15, 2022, for public hearing, approving second reading by title only, and final adoption of the Ordinance to be in effect as of January 1, 2023.

Council Questions: Is there any discretion or ability for us to encourage higher standards? Can something be done to mitigate the ground vibrations on constructions?

Mayor opened the public hearing for public comments: Brian McCarthy made comments.

BIALA/BURNETT: TO APPROVING INTRODUCTION BY TITLE ONLY AND APPROVING FIRST READING OF ORDINANCE NO. 2022-, ADOPTING AND AMENDING TITLE 15 OF THE MARINA MUNICIPAL CODE TO ADOPT 2022 EDITIONS OF CALIFORNIA BUILDING STANDARDS CODES, SPECIFICALLY 2022 CALIFORNIA BUILDING CODE, 2022 CALIFORNIA RESIDENTIAL CODE, 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA HISTORICAL BUILDING CODE AND 2022 CALIFORNIA FIRE CODE, WITH CERTAIN EXCEPTIONS, MODIFICATIONS AND ADDITIONS REQUIRED BY LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS; AND SET TUESDAY, NOVEMBER 15, 2022, FOR PUBLIC HEARING, APPROVING SECOND READING BY TITLE ONLY, AND FINAL ADOPTION OF THE ORDINANCE TO BE IN EFFECT AS OF JANUARY 1, 2023; WITH THE EXCEPTIONS, MODIFICATIONS, AND ADDITIONS DEEMED APPROPRIATE BY STAFF. 3-0-2(Medina Dirksen, Berkley)-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. 2022-133**, authorizing staff to work with Bird, Inc. to implement the deployment and authorize the City Manager to execute a Shared Mobility Agreement, an encroachment permit with a fee agreement, and amendments necessary to implement a Shared Mobility Device Services program in Marina.

Council Questions: Scooter drop-off and maintenance, is this a 24-hour of operation or are there regular hours of service? Are the employees that provide the service contracted with Bird? Who is fielding questions or concerns? Do you anticipate that there's going to be some signage or striping

street striping to support this project? Who is responsible when a claim is filed? Does a motorized scooter constitute being a motor vehicle? If the City does not approve this contract does that mean the contract with CSUMB will go in a different direction, are they tied together? Does staff have the time to do enforcement of problems if there is no response from Bird? Are there going to be any signs attached to any violations of where people leave these E scooters? Will there be educational raining on how to park the scooters? What cities have banned E-Scooters? Are there weekend business hours? Can city be grossly negligent if a person trips over a scooter on a sidewalk? Are riders required to wear helmets? Is the city satisfied that the current parking encroachment provisions are adequate?

DELGADO/BURNETT: THAT WE ADOPT RESOLUTION NO. 2022-133, AUTHORIZING STAFF TO WORK WITH BIRD TO DEPLOY, AND THE CITY MANAGER EXECUTES THE AGREEMENT WITH THE ENCROACHMENT PERMIT, AND THAT WITHIN 90-DAYS WE GET SOME DATA BACK ON INCIDENTS, ACCIDENTS, PROBLEMS FROM BOTH BIRD, AND THE KIND OF CONCERNS BEING CONVEYED TO OUR CITY STAFF SO CITY COUNCIL CAN EVALUATE WHETHER WE NEED TO CHANGE ANYTHING OR IMPROVE SUCCESS. 2-1(Biala)-2(Medina Dirksen, Berkley)-0 Motion Passes by Roll Call Vote

Public Comments on this matter from: Jon Perez, Denise Turley, Nancy Amadeo, Liesbeth Visscher and Les Martin.

b. 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.

DELGADO/BIALA: THAT WE:

1. **ENCOURAGE PEOPLE TO DO EMAIL VERSUS VERBAL COMMENTS, SO THAT THERE CAN BE A BETTER RECORD AND A BETTER RESPONSE.**
2. **LIMIT PUBLIC COMMENT ON GENERAL ITEMS, NOT ON THE AGENDA TO 30-MINUTES AT THE START OF THE MEETINGS AND ASSESS HOW MANY PEOPLE NEED TO SPEAK SO THAT WE CAN GET THAT 30-MINUTES TO COVER EVERYBODY AND DO WHAT DAVID BURNETT SAID AT THEIR SUBSET TO POSTPONE THE LAST BIT OF THE PUBLIC COMMENT, IF WE RUN OUT OF 30-MINUTES TO THE END OF THE MEETING.**
3. **I WOULD LIKE THERE TO BE ONLY 1-MINUTE FOR THE BRIEF COMMENTS THAT HAPPEN AFTER MOTION IS MADE.**
4. **I WOULD LIKE THE TECHNICAL QUESTIONS OR CLARIFYING QUESTIONS, WHATEVER WE CALL THOSE TO BE DEFINED WITH EXAMPLES. SO, IT'S EASIER FOR THE CHAIR AND THE REST OF US TO FOLLOW.**
5. **I WOULD LIKE 5-MINUTES PER COUNCIL COMMENTS ON AGENDAS ITEMS, WITH NO LIMIT ON THE NUMBER OF TIMES, AND THAT EVERYBODY HAS A CHANCE TO SPEAK UP TO 5-MINUTES BEFORE A CERTAIN COUNCIL MEMBER OR ANY COUNCIL MEMBER HAS A SECOND CHANCE TO SPEAK.**

6. **PAGE 7, ITEM, 1(C), THAT LIST, THE FOLLOWING SHALL BE THE PROCEDURE FOR CONSIDERING AND SEQUENCE OF EACH AGENDA ITEM, INCLUDING PUBLIC HEARINGS.**
7. **ADD THAT UNDER THE RULES OF DEBATE THAT WE HAVE AFTER A VOTE HAS BEEN TAKEN NO FURTHER COMMENT OR DISCUSSION ON THE TOPIC.**
8. **ASK STAFF AT THEIR LEISURE TO LOOK AT HOW CONSENT AGENDA COULD BE USE MORE EFFICIENTLY PERFECT.**
9. **WE TAKE OUT THE QUASI-JUDICIAL ISSUES, AND WE WORD SMITH THAT A LITTLE BIT BETTER.**
10. **AB1234 REPORTS THAT SOMEHOW, WE MAKE THAT MORE UNDERSTANDABLE TO THE PUBLIC.**
11. **CONSENT ITEM CAN ONLY BE PULLED BY COUNCIL MEMBERS.**
12. **STAFF IS GOING TO COME BACK WITH A 2 STEP PROCESS FOR PLACING ITEMS ON THE AGENDA AND THEN CHECK HOW OTHER CITIES MIGHT DO IT AND COME BACK WITH SOME IDEAS FOR A POLICY.**
13. **NATIVE AMERICAN LANDS - TO INCLUDE ON ALL FUTURE AGENDAS "*CITY OF MARINA RECOGNIZES THAT IT WAS FOUNDED AND IS BUILT UPON THE TRADITIONAL HOMELANDS AND VILLAGES INHABITED BY THE ESSELEN, THE FIRST INDIGENOUS PEOPLES OF THIS REGION, AND THEIR ANCESTORS AND ALLIES, AND HONORS THESE MEMBERS OF THE COMMUNITY, BOTH PAST AND PRESENT."* TO BE PLACED UNDER OUR VISIONS AND MISSION STATEMENTS.**

Public Comments on this matter from: Mike Owen, Les Martin, Nancy Amadeo, Brian McCarthy, Tommy Bolea.

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 10:50 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

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

RECEIVED
NOV 28 2022
BY

Police Report # MG2202210

CLAIM FORM

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

SECTION 1: CLAIMANT INFORMATION

Utako Asbury
Name of Claimant

(831) [redacted]
Telephone Number (include area code)

[redacted] Marina 93933
Mailing Address City CA Zip Code

SECTION 2: NOTICES

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

Utako Asbury
Name of Claimant

(831) [redacted]
Telephone Number (include area code)

[redacted] Marina 93933
Mailing Address City CA Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: 11/2/22
Month, Day & Year

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

[redacted]
Marina, Ca. 93933

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

The police dept. was called by "meals on wheels" to do a welfare check on resident. Upon arrival they heard someone yelling for help so they entered residence by force.

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

There was damage to the front door. The glass was broken, the wooden door cracked and the frame was cracked. The lock is not working properly anymore.

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

Marina Police Dept. Officer Gabriel Rose was the only officer to leave his card.

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

Amount Claimed: $ 2800.00

Basis for computation: Home depot prices: Door - 2200.00
Hardware - 180.00
Labor - 420.00

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

☒ Limited Civil Case ☐ Non-Limited Civil Case

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

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

☐ Yes (If marked, please provide information below. ☐ No

Name of Insurance Carrier ( ) Telephone Number (include area code)

Mailing Address City State Zip Code

Policy Number: Deductible: $

Name of registered owner(s) of the vehicle:

Vehicle Make: Model: Year:

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

Name of Attorney/Representative ( ) Telephone Number (include area code)

Mailing Address City State Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☐ No If yes, please indicate:

Relationship to minor: Minor's date of birth:
Month, Day & Year

SECTION 6: ADVISORY - CONDITION OF A FELONY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

[redacted] 11/18/22

Signature of Claimant or Claimant's Attorney /Representative Date

SECTION 8: SUBMISSION OF CLAIM FORM

Completed claim forms must be submitted by personal delivery or by United States mail, postage paid, to the following address:

City of Marina
Attention: Risk Management Department
211 Hillcrest Avenue
Marina, CA 93933

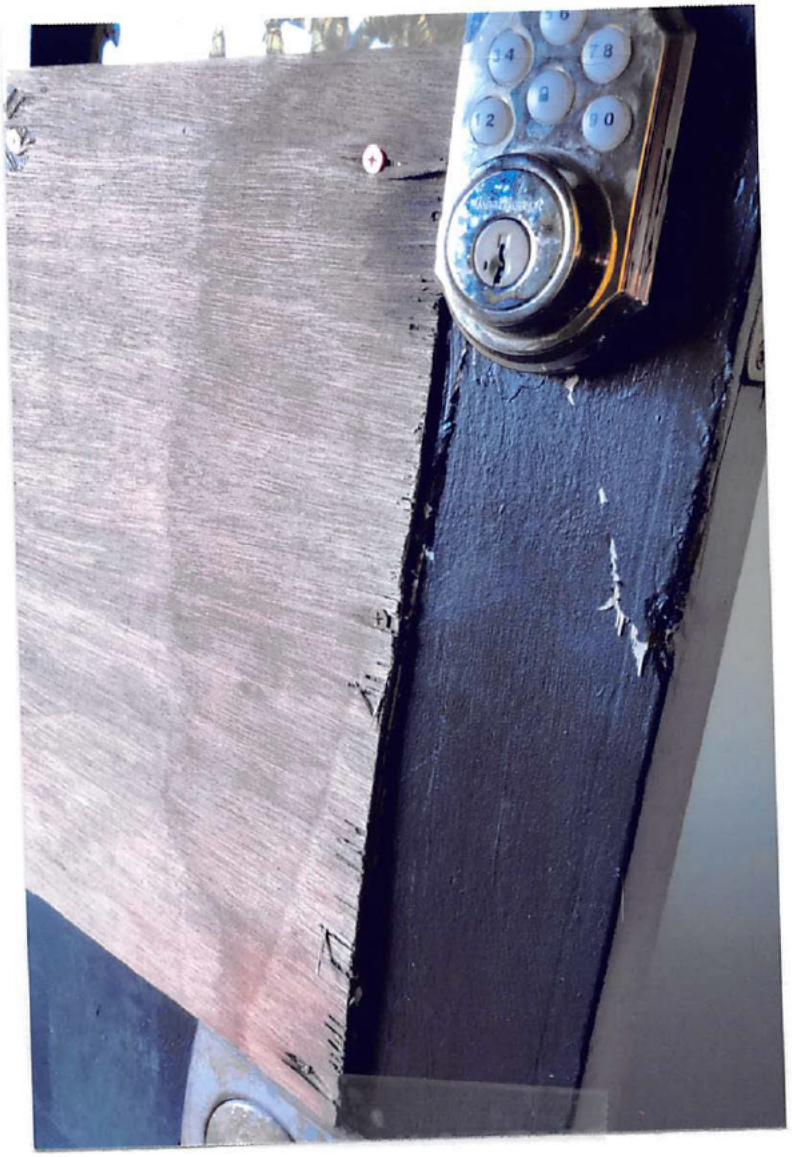
This form must be completed in detail and provide pertinent information required to process the claim and avoid delays. Missing and incomplete information is necessary in order to advance your claim through the City's claims handling process in a timely manner.

You will receive a notification from Marina's Risk Manager regarding the initial handling of your claim. The Risk Management Department will provide a copy of your claim to the Claims Adjuster at MBASIA (Monterey Bay Area Self Insurance Authority), the City's Risk Management Authority. The Claims Adjuster will also notify you that your claim has been received and is being investigated. You may contact the Claims Adjuster, NAME, directly at PHONE NUMBER after you are notified your claim was received in that office.






PLEASE
KNOCK VERY
LOUDLY



November 22, 2022 Item No. **10f(1)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of November 15, 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 DECEMBER 20, 2022, THROUGH JANUARY 19, 2023, 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 December 21, 2022, through January 19, 2023.

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, on September 7, 2022 Resolution No. 2022-110; on October 18, 2022, Resolution No. 2022-123; on November 15, 2022 Resolution No. 2022-134, 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 December 20, 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 October 21, 2022, through November 19, 2022, pursuant to Brown Act provisions.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECOGNIZING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL OF THE CITY OF MARINA AND ITS CONSTITUENT BODIES FOR THE PERIOD DECEMBER 21, 2022, THROUGH JANUARY 19, 2023, 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; Resolution No. 2022-110 on September 7, 2022, Resolution No. 2022-123 on October 18, 2022,, , Resolution No. 2022-134 on November 15, 2022, extending the period during which remote teleconferenced public meetings of the City Council and its constituent bodies might be held without compliance with Government Code §54953(b)(3) to December 20, 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 immediately upon its adoption and shall be effective until the earlier of (i) December 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 6th day of December 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.

November 30, 2020 Item No. **10f(2)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING REGULAR CITY COUNCIL MEETING SCHEDULE FOR 2023 CALENDAR YEAR.

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving regular City Council meeting schedule for 2023 Calendar Year.

BACKGROUND:
The City Council meets regularly on the first and third Tuesdays of each month.

In the 2023 calendar year, there are holidays and events observed by the City that would affect review of agenda packet information.

Historically, City Council meetings scheduled for the Tuesday after a holiday have been rescheduled to the Wednesday following the holiday. This change in the regular schedule allows City Council members and the public an opportunity to ask questions of staff sufficiently in advance of attendance at a regular City Council meeting.

In 2023, the holidays and special events that may affect agenda packet review include: New Year's Day (Monday, January 2nd Observed) Martin Luther King Jr, Birthday (Monday, January 16th), Presidents Day (February 20th) Independence Day (Tuesday, July 4th); National Night Out (Tuesday, August 1st) and Labor Day (Monday, September 4th).

ANALYSIS:
For the fair and efficient consideration of matters, to insure that the public is fully informed of the matters coming before the City Council, has an opportunity to witness the deliberations of the members of the City Council and further to encourage public involvement, the 2023 City Council meeting calendar is established and takes into consideration dates that may affect review of items to be discussed at the regularly scheduled City Council meeting.

The 2023 Calendar is proposed which includes rescheduling five (5) meeting dates ("**EXHIBIT A**").

1. Regular meeting of Tuesday, January 3, 2023 (Cancelled) due to New Year's Day
2. Regular meeting of Tuesday, January 17, 2023, to Wednesday, January 18, 2023
3. Regular meeting of Tuesday, February 21, 2023, to Wednesday, February 22, 2023
4. Regular Meeting of Tuesday, July 4, 2023, to Wednesday, July 5, 2023
5. Regular Meeting of Tuesday, August 1, 2022, to Wednesday, August 2, 2023
6. Regular Meeting of Tuesday, September 5, 2023, to Wednesday, September 6, 2023

Rescheduling these meeting dates will allow the time necessary for questions and clarifications from the City Council and any interested parties.

As a matter of governance, the City holds City Council meetings and establishing the 2023 calendar in advance provides the City Council, staff and public advanced notice in regard to when the regular business of the City will be discussed.

FISCAL IMPACT:
None

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

Respectfully submitted,

_____
Anita Sharp
Deputy City Clerk
City of Marina

REVIEW AND CONCUR

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING REGULAR MEETING SCHEDULE FOR 2023 CALENDAR YEAR

WHEREAS, In 2023, the holidays and special events that may affect agenda packet review include: New Year's Day (Monday, January 2nd Observed) Martin Luther King Jr, Birthday (Monday, January 16th), Presidents Day (February 20th) Independence Day (Tuesday, July 4th); National Night Out (Tuesday, August 1st) and Labor Day (Monday, September 4th).

WHEREAS, the 2023 Calendar is proposed which includes rescheduling the regular meetings of:

1. Regular meeting of Tuesday, January 3, 2023 (Cancelled) due to New Year's Day
2. Regular meeting of Tuesday, January 17, 2023, to Wednesday, January 18, 2023
3. Regular meeting of Tuesday, February 21, 2023, to Wednesday, February 22, 2023
4. Regular Meeting of Tuesday, July 4, 2023, to Wednesday, July 5, 2023
5. Regular Meeting of Tuesday, August 1, 2022, to Wednesday, August 2, 2023
6. Regular Meeting of Tuesday, September 5, 2023, to Wednesday, September 6, 2023

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina hereby approve the Regular Meeting schedule for 2023 Calendar Year **("Exhibit A")**.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

EXHIBIT A

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
PH. 831. 884.1278; FAX 831.384.9148
www.cityofmarina.org

MARINA CITY COUNCIL REGULAR MEETING SCHEDULE 2023

Tuesday, January 3, 2023 (Cancelled)
***Wednesday, January 18, 2023**

Tuesday, February 7, 2023
***Wednesday, February 22, 2023**

Tuesday, March 7, 2023
Tuesday, March 21, 2023

Tuesday, April 4, 2023
Tuesday, April 18, 2023

Tuesday, May 2, 2023
Tuesday, May 16, 2023

Tuesday, June 6, 2023
Tuesday, June 20, 2023

***Wednesday, July 5, 2023**
Tuesday, July 18, 2023

****Wednesday, August 2, 2023**
Tuesday, August 15, 2023

***Wednesday, September 6, 2023**
Tuesday, September 19, 2023

Tuesday, October 3, 2023
Tuesday, October 17, 2023

Tuesday, November 7, 2023
Tuesday, November 21, 2023

Tuesday, December 5, 2023
Tuesday, December 19, 2023

*** Regular Meeting rescheduled due to Monday Holiday**

**** Regular Meeting rescheduled due to National Night Out**

November 29, 2022 Item No. **10f(3)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2022

APPROVAL OF A PROPERTY AND EVIDENCE TECHNICIAN CLASSIFICATION AND SALARY SCHEDULE

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving a Property and Evidence Technician classification and Salary Schedule; and,

2. Authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans, and,

3. Authorizing the Finance Director to make necessary budgetary and accounting entries.

BACKGROUND:
In the approved current budget, the Police Department has 4 Records Technicians and 1 Records Technician Supervisor budgeted. One of the Records Technicians does the duties of a Property and Evidence Technician which has more responsibilities than that of a Records Technician

The Property and Evidence position requires a high level of responsibility, consistent safeguarding and maintaining integrity of all property and evidence. As well as strict adherence to the Chain of Custody in accordance with the many laws that regulate property and evidence.

ANALYSIS:
The Police Department has requested that one of the budgeted Records Technicians be reclassified to Property and Evidence Technician. This request is due to added responsibilities and the specialized training and skills necessary to carry out the duties that must be undertaken by the Police Department Records Division and ensures that day to day operations of property and evidence is properly executed.

The proposed Property and Evidence Technician classification is a nonsworn position, which handles a broad range of confidential and sensitive records, maintains the integrity and security of criminal evidence, including the handling of hazardous and bio-hazardous substances in a variety of containers and packaging including but not limited to bodily fluids as well as a broad range of legal and illegal drugs, firearms and other weapons.

The classification of Property and Evidence Technician is needed because the current Records Technician assigned to the duties included in the new classification has acquired increasing responsibilities and has been acting out of classification of Records Technician position.

In addition to the creation of the new classification of Property and Evidence Technician, a new salary range is needed. If approved, this salary range will be incorporated into the City wide salary schedule. To establish the appropriate salary range Property and Evidence Technician, the City conducted a Salary Survey in August of 2022. The survey demonstrated that the appropriate salary schedule for this classification is represented the range listed in the table below. Due to the fact that the Marina Employees Association has recently received a 6.5% COLA, the surveyed salaries have been increased by 6.5% as well to establish the initial salary schedule for the position.

Property and Evidence Technician Classificaiton Salary Range

Classification	Annual Proposed Salary Range
Property and Evidence Technician	$64,037 - $77,838*

*Due to potential rounding errors actual published salary schedule may differ slightly

FISCAL IMPACT:

The proposed Property and Evidence Technician salary range requires an additional $2,500 annual allocation from the General Fund for the additional salary cost in reclassifying the Records Technician to Property and Evidence Technician.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

_____

Catrina Scharf
HR Analyst

REVIEWED/CONCUR:

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING JOB DESCRIPTION, CLASSIFICATION AND SALARY SCHEDULE FOR THE PROPERTY AND EVIDENCE TECHNICIAN AUTHORIZING THE CITY MANAGER TO MAKE NECESSARY ADJUSTMENTS TO CITY'S CLASSIFICATION AND COMPENSATION PLANS, AND AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGETARY AND ACCOUNTING ENTRIES

WHEREAS, the Property and Evidence Technician position is newly created by reclassifying one of the Records Technician position and requires a specified salary range, and:

WHEREAS, the Property and Evidence Technician position job description provided in Exhibit A provides scope of duties, and:

WHEREAS, the proposed salary is demonstrated in the table below

Table

Classification	Annual Proposed Salary Range
Property and Evidence Technician	$64,037 - $77,838*

*Due to potential rounding errors actual published salary schedule may differ slightly

WHEREAS, the position reclassification from Records Technician to Property and Evidence Technician requires an additional General Fund annual allocation of $2,500.

WHEREAS, sufficient funding is included in the FY 2021/2022 budget and contained within the General Fund, Police Department budget, Salary and Benefits accounts.

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

1. That the reclassification of one of the Records Technician Position to Property and Evidence Technician is hereby approved, and;
2. That the job description of the Property and Evidence position is hereby approved, and;
3. That the salary schedule of the Property and Evidence position is hereby approved, and;
4. That the City's City Manager is hereby authorized and directed to make the necessary adjustments to the City's Classification and Compensation Plans
5. That the City's Finance Director is hereby authorized and directed to make the necessary and appropriate budget adjustments.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

Department		Police	
Employee Association		MEA	
Resolution No./Established Date:			
Resolution No./Revision Date(s):			
Salary Range:		Position Code	
EEO Code		FSLA	NON-EXEMPT/Hourly

PROPERTY AND EVIDENCE TECHNICIAN

DEFINITION

Under general supervision the property and evidence technician to receive, load, transport, verify, store, record, safeguard, release and dispose of evidence and other property booked into the Police Department and maintain related property records, and perform related work as required.

The property and evidence technician is a nonsworn position, which handles a broad range of confidential and sensitive records, maintains the integrity and security of criminal evidence, including the handling of hazardous and bio-hazardous substances in a variety of containers and packaging including but not limited to bodily fluids as well as a broad range of legal and illegal drugs, firearms and other weapons.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Police Records Supervisor. This classification does not supervise.

EXAMPLES OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Duties may include, but are not limited to, the following:

- Receives, records, classifies, stores, loads, transports, safeguards and releases/returns money, various property and evidence.
- Receives, records, and processes legal and illegal drugs/narcotics, including legal disposal.
- Coordinate testing/analysis of evidence as needed.
- Operates police computer terminals to extract criminal history information.
- Monitors multiple county, state and federal databases to follow case status, results of evidence analysis, update case file as needed and notify investigating officers when appropriate.
- Maintains files and records regarding property in custody and its disposition to assure security and retrieval capability for court and audit purposes.
- Maintains chain-of-custody records for all property and evidence and testifies in court concerning same.
- Responds to Evidence Discovery Requests from the District Attorney's Office.
- Oversees and ensures accuracy and proper submission of all asset forfeiture cases.
- Ensures property and evidence packaging, and storage standards are consistent with current statutory, industry guidelines and best practices.
- Maintains current, working knowledge of all applicable codes governing property and evidence handling.
- Communicates with detectives and chain of command regarding release and disposal of evidential and recovered property, as appropriate.
- Responds to citizen inquiries regarding property and evidence.

- Coordinates with Records Supervisor to respond to public record requests for video records and prepares the same for public release, to include performing all necessary redactions.
- Hand-carries evidence, narcotics and biological samples to various laboratories or experts for analysis.
- Researches, clears, and makes appropriate disposition of unclaimed and nonreturnable items.
- Transports property to and from a warehouse and other storage locations.
- May drive police vehicles on occasion as required.
- Transports and delivers equipment and supplies as required.
- Performs administrative duties as needed for in-car video and bodycam systems.
- Maintains sufficient stock of evidence and property packaging materials, investigative/CSI supplies, and admin/office supplies for Evidence Room and Operations Division.
- May perform other duties as assigned by the Chief of Police to include backup for Records Bureau personnel as needed.

QUALIFICATIONS

The following generally describes the knowledge and abilities required to enter the job and/or to be learned within a defined short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Processing and maintenance of law enforcement records.
- Modern office methods, equipment and procedures.
- Basic understanding of accounts payable record keeping.
- Correct English usage, spelling, grammar and punctuation.

Ability to:

- Follow written and verbal instructions.
- Effectively communicate with people contacted as part of the assigned job.
- Use computers for word processing, spreadsheets, reporting, research, and information storage and retrieval.
- Maintain neat and accurate records.
- Organize own work, set priorities, and meet critical time deadlines.
- Pass a background investigation.
- Read, interpret, and understand laws and legal documentation to properly respond to complex situations.
- Handle stressful situations with the public; cope with a variety of effective working relationships and with those contacted in the course of work.
- Read, interpret, and understand laws and legal documentation to properly respond to complex situations.

Education, and Experience

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: High school graduation or tested equivalent;

and

Experience: One year of experience that has included substantial filing and recordkeeping responsibilities.

License and Certification:

- Possession at time of hire and continued maintenance of a valid California Class C driver's license and a safe driving record

TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer, including word processing, database and spread-sheet programs, telephone, copy and fax machines, and all tools and equipment necessary to successfully perform the essential and important duties of the position.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Work is performed mostly in an office setting. Some outdoor work is required. Hand to eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand, walk, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch, or crawl, talk or hear, and smell, and frequently sign legal documents and/or plans. The employee must occasionally lift and/or move up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment or in any building or structure within the service area. Work may be performed outdoors with exposure to inclement weather, exposure to noise, dust, grease fumes, gases and potentially hazardous chemicals. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

November 29, 2022 Item No. **10f(4)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6. 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING A HUMAN RESOURCES DIRECTOR CLASSIFICATION AND SALARY SCHEDULE; AUTHORIZING THE CITY MANAGER TO MAKE NECESSARY ADJUSTMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN, AND, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY BUDGETARY AND ACCOUNTING ENTRIES.

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving a Human Resources Director classification and salary schedule; and,

2. Authorizing the City Manager to make necessary adjustments to the City's classification and compensation plan, and,

3. Authorizing the Finance Director to make necessary budgetary and accounting entries.

BACKGROUND:
Currently the City has a Human Resources Analyst position that handles the day-to-day human resources functions. These include: administration of the city's personnel rules and regulations; workers compensation; classification, compensation and employee benefits; labor and employee relations; policies and procedures; employee recognition programs; city-wide training, mandatory training and safety training; recruitment, application review, testing and placement of employees; wellness programs, and risk management.

Previously, the City contracted for an HR Director, but that position has not been filled in over ten years.

ANALYSIS:
The workload and complexity of human resource work in our city requires a Human Resources Director. Typically, cities the size of Marina will have a Human Resources Director in addition to various HR managers, specialist, analysts, and technicians. Our neighboring cities of Seaside, Monterey, Pacific Grove, Salinas all have HR Directors. To bridge the gap in Marina, the City Manager, Assistant City Manager and the Finance Director have assisted with HR workload and functions. However, this is just a temporary solution, and the needs of the City require an HR Director.

Some of the essential job functions of the HR Director include:

- Manages Human Resources programs, services, and activities, including, recruitment and selection, employee benefits administration, classification, compensation, employee and labor relations, labor negotiations, and general human resources administration.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards with the HR functions.
- Manages recruitment and selection process that complies with all federal, state, and local laws and regulations.

- Manages training, including new employee orientation, mandated training, and supervisory training.
- Administers the City's grievance procedures, and equal employment opportunity program.
- Manages the meet and confer process with employee representatives.
- Manages the classification and pay plan including conducting classification reviews, salary and benefit studies, and preparing job descriptions.
- Manages the employee benefits programs.
- Advises and makes recommendations to department managers regarding complex and day-to-day personnel issues and organizational changes.

In addition to the creation of the new classification of Human Resource Director, a new salary range must be established. If approved, this salary range will be incorporated into the City-wide salary schedule. This position would be part of the Marina Directors group and would receive the same benefits of this group.

The position does not replace the Human Resources Analyst position.

The Directors group has a Broadband salary range which is $11,175 - $19,080 per month. The new HR director would be appointed somewhere within this range depending on qualifications.

Human Resources Director Classificaton Salary Range

Classification	Monthly Broadband Director Salary Range
Human Resources Director	$11,175 - $19,080

FISCAL IMPACT:

The proposed Human Resources Director salary and benefits will cost approximately $225,000 annually. This will be an on-going cost and can be funded currently from fiscal year 2022/2023 unallocated fund balance. On-going, the General Fund has the ability to fund this position without reducing service levels or impacting other positions.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

_____

Matt Mogensen
Assistant City Manager

REVIEWED/CONCUR:

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A HUMAN RESOURCES DIRECTOR CLASSIFICATION AND SALARY SCHEDULE AUTHORIZING THE CITY MANAGER TO MAKE NECESSARY ADJUSTMENTS TO CITY'S CLASSIFICATION AND COMPENSATION PLAN, AND AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGETARY AND ACCOUNTING ENTRIES

WHEREAS, there is a need for a Human Resources Director position, and:

WHEREAS, the Human Resources Director position will be part the Marina Directors group, and:

WHEREAS, the proposed salary is as follows in the table below.

Classification	Monthly Director Broadband Salary Range
Human Resources Director	$11,175 - $19,080

WHEREAS, there is sufficient funding in the current fiscal year 2022/2023 from unallocated fund balance, and there is sufficient on-going funding available from the General Fund in future years.

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

1. That the Human Resources Director classification is hereby approved, and;
2. That the Human Resources Director will be part of the Marina Directors group, and;
3. That the salary schedule of the Human Resources Director is hereby approved, and;
4. That the City Manager is hereby authorized and directed to make the necessary adjustments to the City's Classification and Compensation Plan
5. That the City's Finance Director is hereby authorized and directed to make the necessary and appropriate budget adjustments.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

November 28, 2022 Item No: **10g(1)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2020

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND JOBY AERO, INC FOR EXPANDED LEASE SPACE AT 761 NEESON ROAD (BUILDING 524) AT THE MARINA MUNICIPAL AIRPORT

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022- , approving Amendment No. 2 to the Lease Agreement between the City of Marina and Joby Aero Inc for expanded lease space at 761 Neeson Road (Building 524) at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute Lease Agreement Amendment No. 2, on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

On January 22, 2020, the City Council approved a Lease Agreement with Joby Aero, Inc. for 20,500 square feet of the existing 33,800 square foot former Army Hangar building located at 761 Neeson Road (Building 524).

On December 2, 2020, City and Joby Aero, Inc. entered into a First Amendment to the Original 524 Lease for additional square footage of leased space within Building 524. The Lease Agreement Amendment No. 1 expanded Joby's leased space to approximately 32,900 square feet including 26,150 square feet of ground floor space and 6,750 square feet of second floor space.

ANALYSIS:

Building 524 is a steel framed structure with corrugated metal siding; a large central hangar bay (approximately 130 feet wide, 150 feet long) with sliding doors at each end (facing northwest and southeast); door clearance height of 35-40 feet; and two-story storage or office and restroom space along both sides of the hangar bay. The building is noncompliant with the Americans with Disabilities Act ("ADA").

Joby Aero, Inc. has requested to expand its leasehold to include 8,150 square footage of ground lease space south of Building 524 for the purpose of supporting a temporary aviation terminal building.

All other terms of the Lease Agreement would remain unchanged. With the inclusion of the ground lease space contained in the proposed Amendment No. 2 to the Lease Agreement, the Agreement will include:

- Base Term of 10 years commencing in 2020 and one conditional option period of five years.
- Initial 2020 Market Rate Base Rent consistent with the recent Airport Rent Study completed in April 2016, which is approximately $0.33 per square foot.
- Rent increases annually by two and one-half percent (2.5%) for years 2-5 and will increase annually by three and one-half percent (3.5%) for years 6-10.

With the proposed Amendment No. 2 to the Lease Agreement, the total leased square footage includes rent based on 32,900 square feet of hangar space at $.33 per square foot and 8,150 square feet of ground lease space at $.03 per square foot. Initial rent for Year 2 of the Agreement and the addition of the ground lease space will be $11,373 per month. **("EXHIBIT A")**

Staff is recommending approval of the proposed Lease Amendment No. 2 as it will create additional ongoing/reoccurring building lease revenue for the Airport and Joby Aero will continue to increase employment within the community.

FISCAL IMPACT:

Should the City Council approve this request, anticipated beginning annual rent revenue to the airport will be approximately $136,476.00.

Building lease rent revenue is recorded to FY 2022-23 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

CONCLUSION:

This request is submitted for the City Council consideration and approval

Respectfully submitted,

_____

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND JOBY AERO, INC FOR EXPANDED LEASE SPACE AT 761 NEESON ROAD (BUILDING 524) AT THE MARINA MUNICIPAL AIRPORT

WHEREAS, on January 31, 2020, the City Council approved a Lease Agreement with Joby Aero, Inc. of the former Army Hangar building located at 761 Neeson Road (Building 524); and,

WHEREAS, on December 2, 2020, City and Joby Aero, Inc. entered into a First Amendment to the Original 524 Lease for additional square footage of leased space within Building 524. The Lease Agreement Amendment No. 1 expanded Joby's leased space to approximately 32,900 square feet including 26,150 square feet of ground floor space and 6,750 square feet of second floor space. All other terms of the Lease Agreement would remained unchanged; and,

WHEREAS, Building 524 consists of an approximate 33,800 square foot steel framed structure with corrugated metal siding; a large central hangar bay (approximately 130 feet wide, 150 feet long) with sliding doors at each end (facing northwest and southeast); door clearance height of 35-40 feet; and two-story storage or office and restroom space along both sides of the hangar bay. The Building is noncompliant with the Americans with Disabilities Act ("ADA"); and,

WHEREAS, Joby Aero, Inc. has requested to expand its leasehold to include 8,150 square footage of ground lease space south of Building 524 for the purpose of supporting a temporary aviation terminal building; and,

WHEREAS, Amendment No. 2 to the Lease Agreement expands the Joby Aero, Inc. leased space to include approximately 32,900 square feet including 26,150 square feet of ground floor space, 6,750 square feet of second floor space and 8,150 square feet of ground lease space; and,

WHEREAS, initial base lease rates under Amendment No. 2 to the Lease Agreement include a total rent of $11,373 per month based on year two of the original lease term and the addition of the ground lease space at $.03 per square foot. and,

WHEREAS, all other terms of the current Lease Agreement remain unchanged and in full effect; and,

WHEREAS, anticipated annual rent revenue to the airport will be approximately $136,476. Building lease rent revenue is recorded to FY 2018-19 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

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

1. Adopting Resolution No. 2020- , approving Amendment No. 2 to the Lease Agreement between the City of Marina and Joby Aero Inc for expanded lease space at 761 Neeson Road (Building 524) at the Marina Municipal Airport; and

2. Authorizing Finance Director to make necessary accounting and budgetary entries; and

3. Authorizing City Manager to execute Lease Agreement Amendment No. 2, on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF MARINA AND JOBY AERO, INC. FOR A PORTION OF BUILDING 524 AND ADJACENT SOUTH RAMP AREA

This Second Amendment ("Second Amendment") between the City of Marina, a California municipal corporation ("City") and Joby Aero, Inc., a corporation of the State of Delaware registered to do business in California ("Tenant") is effective this _____ day of October 2022 ("Effective Date") upon the following fact and circumstances.

Recitals

A. On January 31, 2020, City and Tenant, collectively the parties, entered into that certain Lease between City and Tenant for a portion of Building 524 at the Marina Municipal Airport ("Original 524 Lease") to provide for Tenant's occupancy and use of a portion of Building 524.

B. On December 2, 2020, City and Tenant entered into a First Amendment to the Original 524 Lease for additional square footage of leased space within Building 524 ("First Amendment"). The Original 524 Lease, as amended by the First Amendment and the Second Amendment, shall be referred to herein as the 524 Lease, which is incorporated herein as set forth in full.

C. Tenant has requested to expand its leasehold to include 8,150 square footage of ground lease space south of Building 524 for the purpose of supporting a temporary aviation terminal building.

D. The parties desire to amend the 524 Lease, provided below.

Now, therefore for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree the 524 Lease is hereby amended as follows:

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

1. Section 1.01 of the 524 Lease is hereby amended and restated to read in its entirety as follows:

> "1.01 **Leased Premises**. City hereby leases to Tenant, and Tenant hereby leases from City a portion of the following described premises (the "Premises"), being a portion of the Marina Municipal Airport, located within Building Number 524 (the "Building" or "Building 524") located at 761 Neeson Rd., Marina, County of Monterey, California, as shown on **Exhibit A2** attached hereto and made a part hereof. Exhibit A-2 attached hereto replaces Exhibit A-1 to the First Amendment. Building 524 is a steel framed structure with corrugated metal siding; large central hangar bay (approximately 130 feet wide, 150 feet long) with sliding doors at each end (facing northwest and southeast); door clearance height of 35-40 feet; with two-story storage or office and restroom space along both sides of the hangar bay. The interior space consists of approximately 33,800 square feet, including 27,050 square feet of hangar, office and miscellaneous use space, located on the ground floor of

Building 524, as outlined and designated on the floor plan attached to the Lease as 6,750 square feet of second floor space as outlined and designated on the floor plan attached hereto as **Exhibits B-1 and B-2**, which replace Exhibits B-4 and B-5 to the First Amendment.

The Premises also include approximately 8,150 square feet of ground lease area south of Building 524 ("South Ramp Area") that shall be used to house a temporary aviation terminal prefabricated structure, as shown on Exhibit A-2 attached hereto and made a part hereof.

The Premises being leased to Tenant does not include the Pilot's Lounge or the public restroom. With the exception of an ADA compliant public restroom that is accessed from and is not included in the Tenant's leased Premises, is otherwise noncompliant with the Americans with Disabilities Act ("ADA").

An easement is granted for ingress to and egress from the leased Premises for vehicles and the following rights, appurtenances, and easements and no others:

> The nonexclusive use of certain portions of paved areas and parking lots as shown on **Exhibit A2**. City reserves the right to designate alternate parking areas for Tenant's use. Tenant may, in a manner approved in advance and in writing by the City, mark or designate parking spaces for its use.

The foregoing rights shall terminate simultaneously on expiration or sooner termination of Lease 524.

2. Section 1.06 of the 524 Lease is hereby amended and restated to read in its entirety as follows:

"1.06 **Option to Extend – Rent Payable**. The monthly rent to be paid by the Tenant for the conditional five-year option will be increased by three- and one-half percent (3.5%) above the monthly rent payable in the final year of the Term as follows:

Rent for Year One of option to extend =	$ 15,055.00 per month.
Rent for Year Two of option to extend =	$ 15,582.00 per month.
Rent for Year Three of option to extend =	$ 16,127.00 per month.
Rent for Year Four of option to extend =	$ 16,692.00 per month.
Rent for Year Five of option to extend =	$ 17,279.00 per month.

3. Section 4.02 of the 524 Lease is hereby amended and restated to read in its entirety as follows:

4.02 **Rent: Initial Rent Amount**. The monthly rent payable shall be $6,765.00 (at the rate of $0.33 per square foot, rounded to the nearest even dollar) for the period from the Effective Date to and including November 30, 2020. The monthly rent payable shall be $10,857.00 for the period from and including December 1, 2020 to April 1, 2021. Beginning on April 1, 2021 through _____ the rent payable shall be $11,128.00. Beginning on _____ and ending _____, the monthly rent payable shall be $11,128.00 per month for 33,800 square feet of interior space (Year 2 of the 524 Lease at the rate of $0.33 per square foot, rounded to the nearest

even dollar) and $245 per month for 8,150 square feet of ground lease exterior space (at the rate of $0.03 per square foot) for Tenant's use of the South Ramp Area. Beginning April 1, 2023, the rent shall be increased by two and a half percent and payable in the amount of $11,657 (equal to year three listed below). Thereafter for the next two years of the Term the rent shall increase annually by two and one-half percent (2.5%) above the monthly rent payable in the prior year; commencing on the beginning of the sixth year, the rent shall increase by three and one-half percent (3.5%) above the rent payable in the prior year as follows:

Rent for Year Two =	$ 11,128.00 per month plus $245.00. (@2.5%)
Rent for Year Three =	$ 11,657.00 per month. " "
Rent for Year Four =	$ 11,949.00 per month. " "
Rent for Year Five =	$ 12,247.00 per month. " "
Rent for Year Six =	$ 12,676.00 per month.(@3.5%)
Rent for Year Seven =	$ 13,119.00 per month. " "
Rent for Year Eight =	$ 13,579.00 per month. " "
Rent for Year Nine =	$ 14,054.00 per month " "
Rent for Year Ten =	$ 14,546.00 per month " "

Tenant shall also pay as additional rent, every month as provided above, the amounts set forth in Article 12 of the 524 Lease for utilities (water, sewer, and gas), trash collection and assessments. The rent payable under the 524 Lease shall be triple net (*i.e.*, Tenant shall pay all of its operating expenses, insurance premiums and taxes including possessory interest tax). Rent and all net charges shall commence upon the Effective Date.

4. Definitions. Capitalized terms used but not defined in this Second Amendment shall have the meanings given to them in the 524 Lease.

5. Full Force and Effect. Except as provided in this Second Amendment, the 524 Lease remains unmodified and in full force and effect. If there is a conflict between this Second Amendment and the 524 Lease, the terms of the Second Amendment shall prevail.

6. Integration. This Second Amendment and the 524 Lease represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Second Amendment and the 524 Lease merge into this Second Amendment, the First Amendment and the 524 Lease.

7. Counterparts. This Second Amendment may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

8. Authority. Each individual executing this Amendment represents and warrants that he or she is duly authorized to execute and deliver this Amendment and that this Amendment is binding in accordance with its terms.

Except as provided above, the Lease is in all other respects in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY OF MARINA

By: _____
Layne Long
City Manager

Date: _____

JOBY AERO, INC.
a Delaware corporation

By: _____
JoeBen Bevirt
Chief Executive Officer

Date:_____

ATTEST: (Pursuant to Resolution 2022-____)

By: _____
Anita Sharp
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A-2

Plat of the Leased Premises showing Dimensions
along the leasehold boundaries

Exhibit A

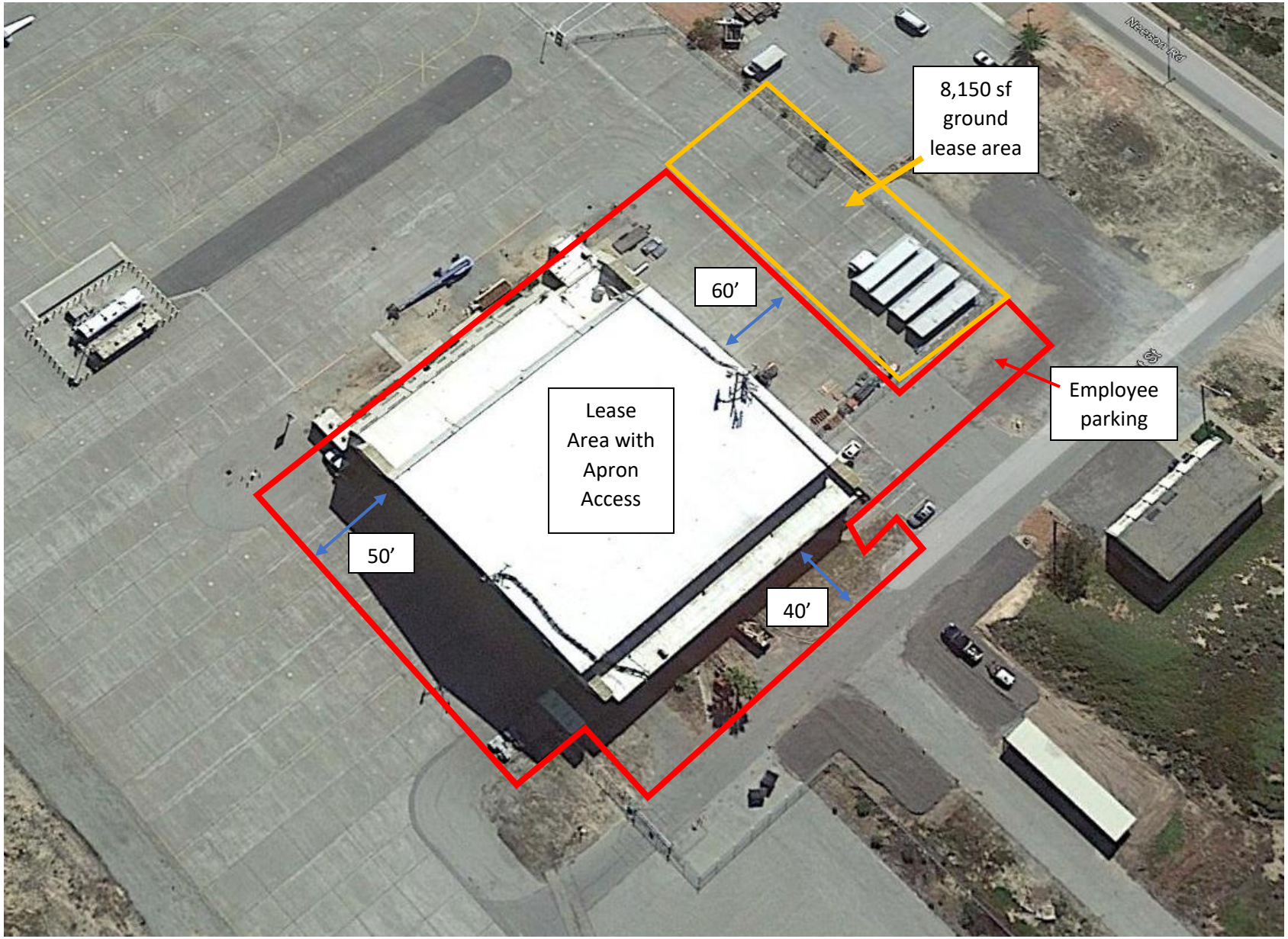

8,150 sf ground lease area
60’
Lease Area with Apron Access
Employee parking
50’
40’

EXHIBIT B-1

Plat of interior space to be included in Building 524 Lease

Exhibit B

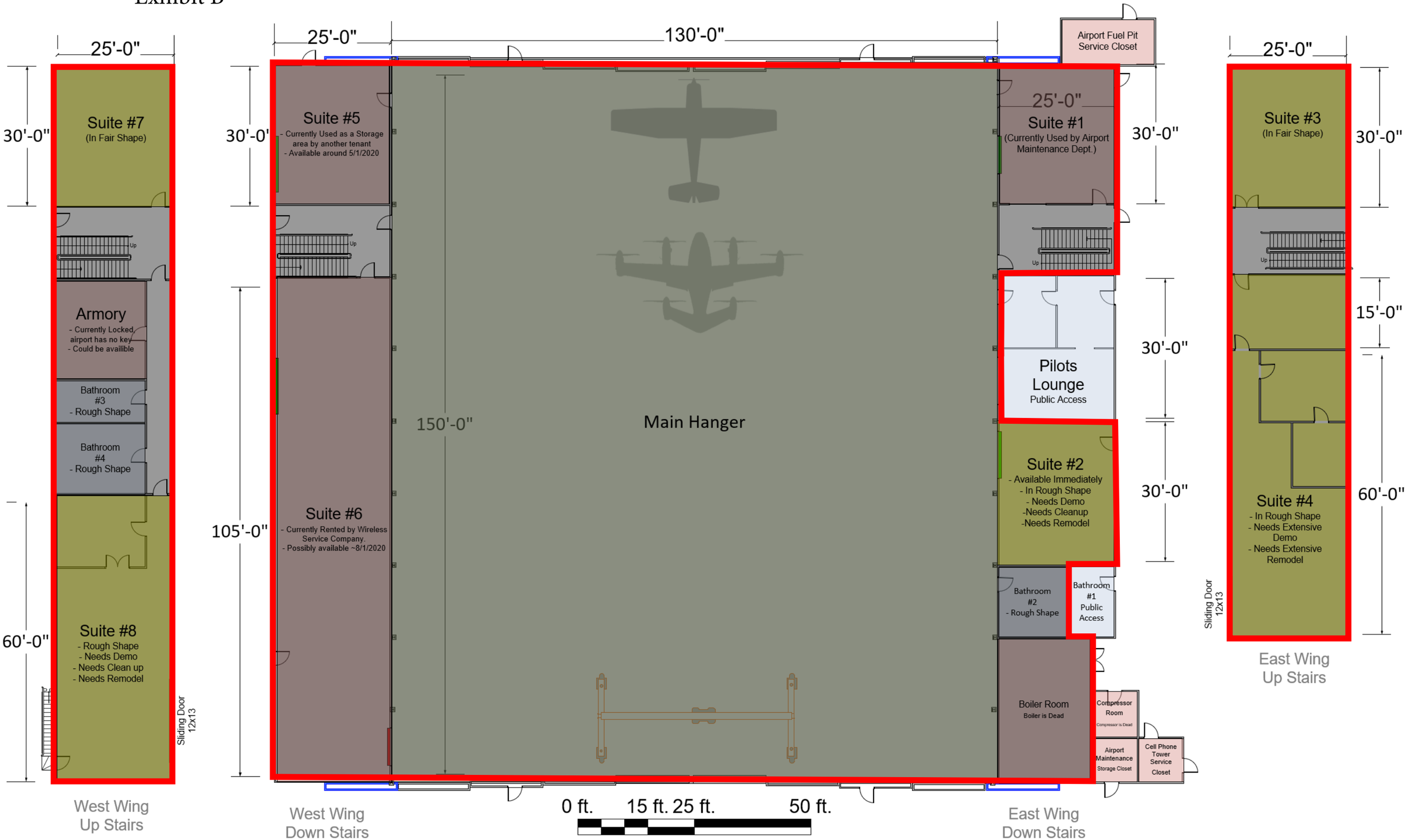

25'-0"
30'-0"
Suite #7
(In Fair Shape)
Armory
- Currently Locked, airport has no key
- Could be availible
Bathroom #3
- Rough Shape
Bathroom #4
- Rough Shape
Suite #8
- Rough Shape
- Needs Demo
- Needs Clean up
- Needs Remodel
60'-0"
Sliding Door 12x13
West Wing Up Stairs
25'-0"
130'-0"
Suite #5
- Currently Used as a Storage area by another tenant
- Available around 5/1/2020
Suite #6
- Currently Rented by Wireless Service Company.
- Possibly available ~8/1/2020
105'-0"
150'-0"
Main Hanger
West Wing Down Stairs
Airport Fuel Pit Service Closet
25'-0"
Suite #1
(Currently Used by Airport Maintenance Dept.)
30'-0"
Pilots Lounge
Public Access
30'-0"
Suite #2
- Available Immediately
- In Rough Shape
- Needs Demo
-Needs Cleanup
-Needs Remodel
Bathroom #2
- Rough Shape
Bathroom #1
Public Access
Boiler Room
Boiler is Dead
Compressor Room
Compressor is Dead
Airport Maintenance Storage Closet
Cell Phone Tower Service Closet
East Wing Down Stairs
0 ft. 15 ft. 25 ft. 50 ft.
25'-0"
Suite #3
(In Fair Shape)
30'-0"
15'-0"
Suite #4
- In Rough Shape
- Needs Extensive Demo
- Needs Extensive Remodel
60'-0"
Sliding Door 12x13
East Wing Up Stairs

EXHIBIT B-2

List of floor space to be included in Building 524 Lease

Main Hanger floor
Suite 1
Suite 2
Suite 3
Suite 4
Suite 5
Suite 6
Suite 7
Suite 8
Armory
Boiler Room
Compressor Room
Airport Storage Room
Bathrooms 2 – 4
Accessory hallways and staircases

All totaling 32,900 square feet

November 30, 2022 Item No. **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 6, 2022

Honorable Chair and Members
of the Abrams B and Preston Park
Sustainable Community Non-Profit Corporation Boards

Abrams B NPC Meeting
of December 6, 2022

Preston Park Sustainable
Community NPC Meeting
of December 6, 2022

APPROVAL OF AMENDMENT NO. 4 EXTENDING THE AMENDED MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION, AND GREYSTAR CALIFORNIA, INC. UNTIL DECEMBER 31, 2023 FOR ABRAMS B HOUSING AREA; AND APPROVAL OF AMENDMENT NO. 4 EXTENDING THE AMENDED MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF MARINA PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT, AND GREYSTAR CALIFORNIA, INC. UNTIL DECEMBER 31, 2023 FOR PRESTON PARK HOUSING AREA

REQUEST:

It is requested that the City Council, Board of Directors Abrams B Non-Profit Corporation, and Board of Directors Preston Park Sustainable Community Non-Profit Corporation consider:

(1) Adopting Resolution No. 2022- and Resolution No. 2022- (NPC), approving Amendment No. 4 to the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area, and

(2) Authorizing City Manager/Executive Director to execute Amendment No. 4 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.

(3) Adopting Resolution No. 2022- and Resolution No. 2022- (PPSC-NPC), approving Amendment No. 4 to the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area, and

(4) Authorizing City Manager/Executive Director to execute Amendment No. 4 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.

BACKGROUND:

The City is the owner of the Abrams B housing area and the Abrams B Non-Profit Corporation is the lessee of the property. In 2006, in connection with financing arrangement for Abrams B housing, the Non-Profit Corporation was required by the Federal National Mortgage Association ("Fannie Mae"), acting as the credit enhancer for the financing arrangement, to enter into a conditional assignment of the Management Agreement whereby in the event of a default in the financing arrangement the Management Agreement would be assigned to Fannie Mae. Any termination and all subsequent amendments to the Management Agreement are subject to the prior written approval of Fannie Mae. Fannie Mae approved the Management Agreement with Alliance Communities, Inc., and all amendments to date to the Management Agreement.

At a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area. The term of the Agreement was for three (3) years, from January 1, 2008 to December 31, 2011. Subsequently, said agreement received 11 one-year extensions, expiring finally on December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019.

The Amended Management Agreement has been extended annual through three (3) Amendments. The current term will expire on December 31, 2022. As proposed, Amendment No. 4 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 ("**EXHIBIT A**").

Additionally, the City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina and Alliance Communities Inc., for the Preston Park Housing Area. This Agreement was Amended twice and extended through December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019.

The Amended Management Agreement has been extended annual through three (3) Amendments. The current term will expire on December 31, 2022. As proposed, Amendment No. 4 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 ("**EXHIBIT B**").

ANALYSIS:

The proposed Amendment No. 4 to the Amended Management Agreements found in **EXHIBIT A** and **EXHIBIT B** extend the terms of the Agreements from January 1, 2023 to December 31, 2023.

Historically, the City Council has requested that a review of Greystar's performance be conducted prior to consideration of an extension of their agreement for the next year. The following performance measurements continue to be monitored and reviewed with the Preston and Abrams Parks and Tenant's Association representatives and Greystar during the budget process and throughout the year. The measures include.

- Revenue vs. expenses vs. budget performance
- Maintenance of the property
- Relationship/communication with residents
- Community appearance
- Capital improvement project status
- Resident complaints
- Responses to service requests
- Suggestions from tenant's association

Staff is recommending that the agreement with Greystar be extended for another year, through December 31, 2023.

FISCAL IMPACT:

Should the City Council, Abrams B Non-Profit Corporation Board, and Preston Park Sustainable Community Non-Profit Corporation Board approve the request, the Amendment No. 4 to the Amended Management Agreements do not change the compensation to Greystar and rental revenue would continue to be collected on and after January 1, 2023 until December 31, 2023.

CONCLUSION:

This request is submitted for City Council and Non-Profit Corporation Boards consideration and possible action.

Respectfully submitted,

_____

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-
RESOLUTION NO. 2022- (NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 4 TO AN AMENDED MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION AND GREYSTAR CALIFORNIA, INC. FOR ABRAMS B HOUSING AREA, AUTHORIZING CITY MANAGER TO EXECUTE THE AMENDMENT NO. 4 TO THE AMENDED MANAGEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area. The term of the Agreement was for three (3) years, from January 1, 2008 to December 31, 2011. Said agreement received eleven one-year extensions, expiring finally on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019; and,

WHEREAS, the Amended Management Agreement has been extended annual through three (3) Amendments, the latest term will expire on December 31, 2022; and,

WHEREAS, the proposed, Amendment No. 4 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 ("**EXHIBIT A**"); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association ("Fannie Mae"); and,

WHEREAS, Amendment No. 4 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2023 until December 31, 2023.

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

1. Approve Amendment No. 4 to the Amended Management Agreement between the City of Marina, the City of Marina Abrams B Non-Profit Corporation and Alliance Communities Inc. for Abrams B Housing Area (**EXHIBIT A**) extending the term of the Management Agreement from January 1, 2023 to December 31, 2023; and,
2. Authorize the City Manager to execute Amendment No. 4 to the Amended Management Agreement for Abrams B on behalf of the City, subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 6th day of December 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

RESOLUTION NO. 2022-
RESOLUTION NO. 2022- (PPSC-NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE BOARD OF DIRECTORS OF THE PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION APPROVING AMENDMENT NO. 4 TO THE AMENDED MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND GREYSTAR CALIFORNIA, INC. FOR PRESTON PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE AMENDED MANAGMENET AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina and Alliance Communities Inc., for the Preston Park Housing Area. This Agreement was amended twice and extended through December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement. The Amended Management Agreement made changes that were cleanup or clarification in nature and did not change the Scope of Services or compensation to the management. This Amended Management Agreement established the term of the Agreement from January 1, 2019 to December 31, 2019; and,

WHEREAS, WHEREAS, the Amended Management Agreement has been extended annual through three (3) Amendments, the latest term will expire on December 31, 2022; and,

WHEREAS, the proposed, Amendment No. 4 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2022 to December 31, 2022 ("**EXHIBIT B**"); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association ("Fannie Mae"); and,

WHEREAS, Amendment No. 4 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2023 until December 31, 2023.

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

1. Approve Amendment No. 4 to the Amended Management Agreement between the City of Marina, the City of Marina Preston Park Sustainable Community Non-Profit Corporation Board for Preston Park Housing Area (**EXHIBIT B**) extending the term of the Management Agreement from January 1, 2023 to December 31, 2023; and,
2. Authorize the City Manager to execute Amendment No. 4 to the Amended Management Agreement for Preston Park Sustainable Community Non-Profit Corporation Board on behalf of the City, subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 6th day of December 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

AMENDMENT NO. 4 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
ABRAMS PARK

THIS AMENDMENT NO. 4 TO THE AMENDED MANAGEMENT AGREEMENT ("Agreement") is made and entered into on December __, 2022, by and between the City of Marina, a California municipality, and Abrams B Non-Profit Corporation, a California nonprofit public benefit corporation, collectively referred to as "Owner," and Greystar California, Inc., a Delaware corporation, (hereinafter referred to as "Operator"), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation)," as follows:

RECITALS

1. On October 16, 2007, Owner and Operator's predecessor in interest entered into a Management Agreement for day-to-day property management services of the Abrams Park multifamily residential apartment project; and

2. On dates subsequent to October 16, 2007, Owner and Operator's predecessor(s) entered into various Amendments of the Agreement. On November 28, 2019, the City Council approved an Amended Management Agreement for Abrams Park, which has received three (3) annual amendments to extend the term, the most recent which was approved on December 9, 2021; and

3. Owner and Operator, as the Owner's managing agent wish to extend the services contained in the Agreement; and

4. Only the numbered paragraphs of the Agreement which are being amended are set forth in this Amendment. No. 4. All references in this Amendment No. 4 to a separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof. Capitalized terms used but not defined in this Amendment No. 4 shall have the meanings given to them in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, the parties agree to enter into this Amendment No. 4, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

> "2.1 TERM. The term of this Agreement shall commence on January 1, 2023, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include

December 31, 2023 unless terminated as provided herein or extended in writing by mutual agreement thereto."

2. Integration. This Amendment No. 4 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 4 and the Agreement merge into this Amendment No. 4 and the Agreement.

3. Counterparts. This Amendment No. 4 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

4. Authority. Each individual executing this Amendment No. 4 represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 4 and that this Amendment No. 4 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2022-_____ and Abrams B Non-Profit Corporation Resolution No. 2022-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT "B"
Abrams Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park:

Regional Property Manager
Regional Maintenance Manager
Manager of Performance and Strategy
Regional Marketing Manager
Director of Real Estate

Regional Property Manager, has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager, will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager, will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate, will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

AMENDMENT NO. 4 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
PRESTON PARK

THIS AMENDMENT NO. 4 TO THE AMENDED MANAGEMENT AGREEMENT ("Agreement") is made and entered into on December __, 2022, by and between the City of Marina, a California municipality, and Preston Park Sustainable Nonprofit Corporation, a California nonprofit public benefit corporation, collectively referred to as "Owner," and Greystar California, Inc., a Delaware corporation (hereinafter referred to as "Operator"), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation) as follows:

RECITALS

1. On October 16, 2007, Owner and Operator's predecessor in interest entered into a Management Agreement for day-to-day property management services of the Preston Park multifamily residential apartment project; and

2. On dates subsequent to October 16, 2007, Owner and Operator's predecessor(s) entered into various Amendments of the Agreement. On November 28, 2019, the City Council approved an Amended Management Agreement for Preston Park, which has received three (3) annual amendments to extend the term, the most recent which was approved on December 9, 2021; and

3. Owner and Operator, as the Owner's managing agent, wish to extend the services contained in the Agreement; and

4. Only the numbered paragraphs of the Agreement which are being amended are set forth in this Amendment No. 4. All references in this Amendment No. 4 to a separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof. Capitalized terms used but not defined in this t Amendment No. 4 shall have the meanings given to them in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, the parties agree to enter into this Amendment No. 4, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

> "2.1 TERM. The term of this Agreement shall commence on January 1, 2023, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include

December 31, 2023 unless terminated as provided herein or extended in writing by mutual agreement thereto."

2. Integration. This Amendment No. 4 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 3 and the Agreement merge into this Amendment No. 4 and the Agreement.

3. Counterparts. This Amendment No. 4 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

4. Authority. Each individual executing this Amendment No. 4 represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 4 and that this Amendment No. 4 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

PRESTON PARK SUSTAINABLE COMMUNITY NONPROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2022-_____ and Preston Park Sustainable Nonprofit Corporation Resolution No. 2022-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT "B"
Preston Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park:

Regional Property Manager
Regional Maintenance Manager
Manager of Performance & Strategy
Regional Marketing Manager
Director of Real Estate

Regional Property Manager, has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager, will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager, will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate, will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

November 30, 2022 Item No: **10g(3)**

Honorable Mayor and Members
of the Marina City Council/Airport Commission

City Council Meeting
of December 6, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVAL OF AN AGREEMENT FOR PROFESSIONAL RESTORATION & CLEANING SERVICES BETWEEN THE CITY OF MARINA AND BELFOR USA GROUP, INC FOR THE CITY OWNED BUILDING LOCATED AT 3200 IMJIN ROAD (BUILDING 507)

REQUEST:
It is requested that the City Council/Airport Commission consider:

1. Adopting Resolution No. 2022- , approving an Agreement for Professional Restoration & Cleaning Services between the City of Marina and Belfor USA Group, Inc for the City owned building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager/Airport Manager to execute the Agreement on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:
The City leases the 62,000 square foot building located at 3200 Imjin Road to two tenants, Joby Aviation and CIRPAS (U.S. Naval Post Graduate School contractor). Joby has the northern half of the building and CIRPAS has the southern portion. On August 4, 2022, at approximately 5:00 a.m., an equipment fire occurred at the north end of the approximate 42,000 square foot hangar space. The fire was limited to a router machine that was running over night without personnel present. Based on the attached Marina Fire Department Report, the fire was believed to be caused by friction heat from the unattended operating router that ignited an excessive accumulation of dust particles on the material being cut. The fire was put out quickly, but smoke, soot and water damage resulted throughout the entire structure.

ANALYSIS:
Joby Aviation is provided insurance by the Hartford and has made a claim through the Hartford to clean and restore their leased portion of the building. The Hartford has denied the work to complete the cleaning and restoration of the CIRPAS leased portion of the structure, indicated they feel it is the City's requirement of the terms of its lease with CIRPAS. Because of this complication, the City also made a claim with its Insurance provider, Lexington Insurance Company, for the cleaning of the CIRPAS side of the hangar. McLarens is the claims adjuster for Lexington. The City's claim has been accepted based on the terms of the City's lease with CIRPAS that does require the City to maintain the structure. Lexington has authorized the City to proceed with an work outlined in **EXHIBIT A** for a professional restoration and cleaning services to remove the smoke, soot and water damage to the structure on the CIRPAS side of the hangar. Lexington will reimburse the City for the costs the City incurs. The total costs include an estimated $500,000.

The work will take approximately 2-3 weeks and consist of cleaning all interior surfaces, walls, pipes, horizontal surfaces and fixtures, carpet clean the upstairs affected flooring and tear out downstairs carpet. They will also clean all non-porous flooring.

FISCAL IMPACT:

The expenses incurred for this project, not expected to exceed $550,000 (with 10% contingency), will ultimately be reimbursed from the City's insurance company (Lexington Insurance Company) with no net fiscal impact to the Airport Operating Fund. Initially, funds will be transferred from the Airport Operating Fund to the Airport Capital Projects Fund where project expenses will be tracked. As reimbursement funds are received, they will be recorded within the Airport Operating Fund.

CONCLUSION:

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

Respectfully submitted,

_____

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

_____

Layne Long
City Manager/Airport Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL/AIRPORT COMMISSION APPROVING AN AGREEMENT FOR PROFESSIONAL RESTORATION & CLEANING SERVICES BETWEEN THE CITY OF MARINA AND BELFOR USA GROUP, INC FOR THE CITY OWNED BUILDING LOCATED AT 3200 IMJIN ROAD (BUILDING 507), AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, the City leases the 62,000 square foot building located at 3200 Imjin Road to two tenants, Joby Aviation and CIRPAS (U.S. Naval Post Graduate School contractor). Joby has the northern half of the building and CIRPAS has the southern portion; and

WHEREAS, on August 4, 2022, an equipment fire occurred at the north end of the approximate 42,000 square foot hangar space; and

WHEREAS, Joby Aviation is provided insurance by the Hartford and has made a claim to clean and restore their leased portion of the building. The Hartford has denied the work to complete the cleaning and restoration of the CIRPAS leased portion of the structure. The City also made a claim with its Insurance provider, Lexington Insurance Company, for the cleaning of the CIRPAS side of the hangar; and

WHEREAS, Lexington has authorized the City to proceed with an work outlined in **EXHIBIT A** for a professional restoration and cleaning services to remove the smoke, soot and water damage to the structure on the CIRPAS side of the hangar; and

WHEREAS, the total costs for the work is estimated to be $550,000 including a 10% contingency. The costs will be reimbursed from the Lexington Insurance Company with no net fiscal impact to the Airport Operating Fund; and

WHEREAS, initial funds are required to be transferred from the Airport Operating Fund to the Airport Capital Projects Fund where project expenses will be tracked. As reimbursement funds are received, they will be recorded within the Airport Operating Fund.

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

1. Approve an Agreement for Professional Restoration & Cleaning Services between the City of Marina and Belfor USA Group, Inc for the City owned building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager/Airport Manager to execute the Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

Restoration & Cleaning Services

THIS AGREEMENT ("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 BELFOR USA Group, Inc, a privately owned subsidiary of BELFOR Holdings Inc, 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 perform certain restoration services and work ("Services") necessary to clean the structure of smoke and soot residue resulting from an equipment fire within the hangar space of the building at 3200 Imjin Road, Marina, CA, hereinafter referred to as the "Project."

B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the Services as set forth herein.

C. Contractor represents that it has the degree of specialized expertise contemplated within California Government Code §§37103 and 53060 and holds all necessary licenses to practice and perform the Services herein contemplated.

D. City desires to retain Contractor to provide such Services.

Terms and Conditions

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

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those Services set forth in **Exhibit "A"** attached hereto ("Scope of Work and Preliminary Budget") 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 Services 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 that 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.

(c) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the Services, 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.

(d) 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 Services 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. <u>Term of Agreement & Commencement of Work</u>.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on June 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 Agreement and is attested to by the City Clerk.

(b) Contractor shall commence Services for the Project on or by January 2, 2022. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the Services to be performed, which schedule shall be approved by the City and made a part of **Exhibit "A"**, and to perform the Services in accordance with the approved schedule.

3. <u>Compensation</u>.

(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 five-hundred--thousand dollars ($500,000) in accordance with the provisions of this Section and the Preliminary Budget 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 and Preliminary Budget incurred by Contractor in performing Services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination or Suspension.

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

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

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

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

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Assistant City Manager who shall have the authority to act for the City under this Agreement. The Project Administrator or their authorized representative shall represent the City in all matters pertaining to the Services to be performed pursuant to this Agreement.

(b) Contractor designates Chris Castro 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 Services 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.

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 Services performed. City reserves its right to employ other contractors in connection with this Project.

(b) If the Services hereunder re 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 Services on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data.

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

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

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

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

13. Indemnification & Hold Harmless.

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

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

(b) 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 statues 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.

(c) 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.

(d) 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. <u>Insurance.</u>

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

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

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

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

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement. 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: 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: Ed Melgoza
General Manager
Belfor Property Restoration
2297 Ringwood Avenue, San Jose, CA 95131
Fax: 408-929-3477

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 of 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. ESIGN 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 Agreement.

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

Attest: (Per Resolution 20__-__)

_____
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK

License #801553

September 13, 2022

City of Marina
3200 Imjin Rd.
Marina, CA 93933
002.058242.mi

Submitted to: Diane Gordon
Scope and Preliminary Budget

The following is a preliminary scope and budget for the above referenced property as a result of a fire incident that occurred on August, 4, 2022. This budget is based on our direct physical observation. As with any budget, these projections are not absolute. Methods may change due to efficiency of work or job site considerations. However, actual invoicing will be produced based on a Rate & Materials basis from the schedule provided by BELFOR USA Group, Inc. to the City of Marina.

Areas Affected: Hangar, Rooms #100 - #116 plus hallways and common areas on the main level. Upper Deck Rooms #200 - #210 plus hallways and common areas.

Mobilization of Equipment and Crews for Emergency Response

- Belfor will clean all horizontal structural affected surfaces, we will clean the rafters, all interior affected surfaces. We would also clean under the horizontal reachable surfaces. We would clean starting from the top, walls, surfaces and complete the clean up by cleaning the flooring. We would clean all affixed wall items that were not tenant improvements. We would then mark these areas as cleaned, seal these areas and scrub the air for 24 hours in order to keep them clean. We would then move to the next affected areas until we complete the entire affected areas.
- We would be using 4 scissor lifts and 1 boom lift to reach the hangar's roof in order to hand damp wipe all of the surfaces. We would protect all of the contents in the garage by using plastic sheeting.
- Due to the driving time, we would recommend to pay the crew for per diem lodging for the duration of the project.
- This project would take us from 2-3 weeks, regular time. There was no overtime estimated.
- Pending Asbestos and Lead testing.

License #801553

Temporary Services Needed on Site

- **Sink Portable/Wash stations**
- **Portable Restrooms**
- **4 Scissor Lifts**
- **1 Boom Lift (for those hard to reach areas)**

Emergency Services and Mitigation includes Labor, Equipment, Consumables, Vehicles, Lodging/Travel time, Temporary Services,

Clean all interior surfaces, walls, pipes, horizontal surfaces and fixtures, carpet clean the upstairs affected flooring and tear out downstairs carpet. We would then clean all non-porous flooring. We foresee this work to take 10-15 business days or to be determined per needs of the customer as they would like to keep using the hangar if possible.

Budget Trend – Equipment, Consumables & Labor
$475,000 - $500,000

By: Chris Castro
Project Manager/Estimator
(•) BELFOR PropertyRestoration
2297 Ringwood Ave
San Jose, CA 95131
Cell: 408.314.9990

§ I.

RATES AND INVOICE CONDITIONS

CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS		REGULAR RATE / HR
PROJECT MANAGEMENT:			
APM	Assistant Project Manager		$ 80.00
PM	Project Manager		$ 119.00
PE	Project Estimator		$ 129.00
SPM	Senior Project Manager		$ 146.00
PC	Project Coordinator		$ 178.00
GENERAL CLASSIFICATIONS:			
GL	General Labor		$ 122.00
AA	Administrative Assistant		$ 94.00
LF	Labor Foreman		$ 132.00
MS	Mobilization Support		$ 109.00
TD	Truck Driver		$ 109.00
DMT	Demolition Technician		$ 131.00
RCO	Resource Coordinator	(Supply Technician)	$ 127.00
PA	Project Auditor	(Documentation Clerk)	$ 99.00
EO	Equipment Operator		$ 139.00
HSO	Health & Safety Officer		$ 127.00
RESTORATION SERVICES (General):			
RT	Restoration Technician		$ 134.00
RS	Restoration Supervisor		$ 134.00
DT	Dehumidification Technician		$ 134.00
MT	Mold Technician	(Remediation Technician or Supervisor)	$ 134.00
RECONSTRUCTION SERVICES:			
PT	Painter		$ 127.00
DP	Drywall Installer/Finisher		$ 139.00
CR	Carpenter	(Framer/Finish)	$ 139.00
TF	Trade Foreman	(Commercial Supervision)	$ 139.00
TECHNICAL SERVICES:		**(Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)**	
TN	Technician		$ 134.00
TS	Technical Specialist		$ 134.00
TL	Team Leader		$ 149.00
TMR	Technician, Machinery Rebuild		$ 149.00
ENVIRONMENTAL SERVICES:			
HT	Hazmat/Asbestos Technician		$ 126.00
HLT	Hazmat/Asbestos Lead Technician		$ 134.00
HEO	Hazmat/Asbestos Equipment Operator		$ 139.00
HS	Hazmat/Asbestos Supervisor		$ 134.00
HPM	Hazmat/Asbestos Project Manager		$ 149.00
CONSULTING SERVICES:			
CVP	President & Vice President		$ 275.00
CSC	Senior Consultant		$ 225.00
CCE	Consultant / Consulting Estimator		$ 195.00
CWP	Clerk of the Works-Production Person		$ 120.00
CAD	Administrative		$ 75.00
COC	Outside Consultants		Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	see section **I.IV Consulting Expense**	$ 400.00
CFE	Appraisal & Umpire fees		$ 350.00

LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

§ I.II **After Hours Emergency Services:** In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

LABOR CONSIDERATIONS

1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.

§ I. 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.

§ I.III 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.

5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%.

CONSULTING EXPENSES

1). Reproduction of actual drawings at actual cost

2). Automobile mileage at IRS approved rate, tolls at cost with receipts over $25.00

3). Overnight mail is priced at $14.70/small package, $29.40/large package

4). Photographs at $1.00 per picture for standard size

§ I.IV 5). Color copying at $1.00 per page or actual cost if Kinko's or other service

6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%

7). Daily per diem rate at $55.00 a day/based on (8) hour day

Note: *Fees for deposition and trial appearances are for a minimum eight-hour day @ $300/hr for all consultants

SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.

2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.

§ II. 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.

4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).

2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.

3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.

§ III. 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

REIMBURSABLES

§ IV. 1). Contractor's 15% mark-up will be added to the total of all reimbursables.

2). Standard per diem rates are $68.75 per person per day (2019 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean ($74.25). Per Diem will be charged for all traveling personnel in **§ I. Itemized Scheduled Labor Classification**. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.

§ V. 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.

4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).

5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (https://www.gsa.gov/travel/plan-book/per-diem-rates/) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.

6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from $45 to $85 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

§ VI. Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

BILLING AND PAYMENT

§ VII.

§ VIII. 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

§ II.I

ITEMIZED SCHEDULED EQUIPMENT [3]

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	$ 45.00
Air compressor, tow behind	Ea / Day	$ 143.00
Air movers/carpet blowers	Ea / Day	$ 36.00
Octidry Bag or Direct it In (attachment)	Ea / Day	$ 36.00
Injectidry Unit	Ea / Day	$ 158.00
Manometer	Ea / Day	$ 100.00
BLAST/POWER WASH UNITS		
Blasting Unit, Agri/Soda	Ea / Day	$ 784.00
Dry Ice Blaster w/Accessories	Ea / Day	$ 1,178.00
Soda Blaster	Ea / Day	$ 1,169.00
Washer, High Pressure (cold)	Ea / Day	$ 121.00
Washer, High Pressure (hot)	Ea / Day	$ 151.00
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	$ 45.00
Carpet Cleaning Machine	Ea / Day	$ 91.00
Dry Cleaning Unit (portable)	Ea / Day	$ 173.00
Extraction Unit (portable)	Ea / Day	$ 188.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	$ 680.00
Floor cleaning system (walk behind)	Ea / Day	$ 287.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	$ 172.00
Ion Air Cleaning System	Ea / Day	$ 57.00
Steam Cleaner (Trailer)	Ea / Day	$ 294.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	$ 76.00
Vacuum, HEPA	Ea / Day	$ 110.00
Vacuum, Insulation Machine	Ea / Day	$ 109.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	$ 42.00
Zip Poles, Set of 6	Ea / Day	$ 33.00
LIGHTS		
Light, Balloon	Ea / Day	$ 133.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	$ 188.00
Light, Wobble (37 inches)	Ea / Day	$ 53.00
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	$ 91.00
Ride on Flooring Stripper (includes blades)	Ea / Day	$ 1,452.00
Saw, Demo	Ea / Day	$ 129.00
Saw, Kett	Ea / Day	$ 43.00
X-Ray Dryer	Ea / Day	$ 188.00
X-Ray Separation Tank	Ea / Day	$ 565.00
ODOR CONTROL/DISINFECTION		
Fogger, Commercial	Ea / Day	$ 136.00
Fogger, ULV / Thermal (electric)	Ea / Day	$ 48.00
Ozone Generator	Ea / Day	$ 151.00
Smoke Machines (small)	Ea / Day	$ 121.00
Vapor Shark	Ea / Day	$ 48.00
POWER		
Electrical Distribution (Spider Box)	Ea / Day	$ 91.00
Generator (portable)	Ea / Day	$ 151.00
PUMPS		
Pump, Sump / Flood	Ea / Day	$ 42.00
Pump, Trash with Hose, 2"	Ea / Day	$ 168.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	$ 25.00
Camera, IR	Ea / Day	$ 28.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	$ 165.00
Dehumidification, Desiccant -500/600 cfm	Ea / Day	$ 491.00
Dehumidification, Desiccant -2000/2250 cfm	Ea / Day	$ 690.00
Dehumidification, Desiccant -3500 cfm	Ea / Day	$ 1,216.00
Dehumidification, Desiccant -5000-6000 cfm	Ea / Day	$ 1,647.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	$ 2,587.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	$ 4,440.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	$ 7,027.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	$ 196.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	$ 1,568.00
Dehumidification/Cooling -DX Unit -60 / 70 Ton	Ea / Day	$ 2,471.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	$ 32.00
Dehumidification, Heater -20 KW	Ea / Day	$ 194.00
Dehumidification, Heater -50 KW	Ea / Day	$ 432.00
Dehumidification, Heater -100 KW	Ea / Day	$ 589.00
Dehumidification, Heater -150 KW	Ea / Day	$ 705.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	$ 1,137.00
Heater, Electric -1500 watt	Ea / Day	$ 19.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	$ 67.00
Electrostatic Sprayer	Ea / Day	$ 165.00

EQUIPMENT DESCRIPTION	UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	$ 605.00
Mobile Office	Ea / Day	$ 79.00
Mobile Warehouse (Trailer Only)	Ea / Day	$ 188.00
Trailer, Freezer	Ea / Day	$ 182.00
Truck, Dump Service (Pickup Truck)	Ea / Day	$ 116.00
Truck, Dump-Trip Charge	Ea / Day	$ 182.00
Truck, Moving/Box/Board up	Ea / Day	$ 188.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	$ 151.00
Vehicle, Pickup, SUV or Car	Ea / Day	$ 84.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	$ 200.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	$ 136.00
DUMPSTERS & STORAGE		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	$ 666.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	$ 847.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	$ 1,029.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	$ 285.00
BELFOR Pods (set up & breakdown)	Per Pod	$ 363.00
Storage Vaults	Per Month	$ 152.00
ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	$ 76.00
Cleaning Room, HEPA filtered	Ea / Day	$ 1,184.00
Crane, A-Frame (1 ton)	Ea / Day	$ 168.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	$ 935.00
Decon Room	Per Project	$ 624.00
DI Water System	Ea / Day	$ 48.00
Documentation Kit (digital camera/photo printer)	Ea / Day	$ 84.00
Electrical Distribution (120 Amp Panel)	Ea / Day	$ 227.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	$ 498.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	$ 272.00
Gas Detector, ATI PortaSens II	Ea / Day	$ 371.00
HEPA Filtered Hood	Ea / Day	$ 187.00
HEPA Water Displacement Unit	Ea / Day	$ 113.00
Oven, Convection Drying (ULT)	Ea / Day	$ 529.00
Oven, Vacuum Drying	Ea / Day	$ 754.00
Quality Control Kit, (scientific instruments)	Ea / Day	$ 227.00
Reflectoquant Test Device	Ea / Day	$ 124.00
Sealer, Vacuum	Ea / Day	$ 330.00
Spray Booth with 2 sinks (portable)	Ea / Day	$ 227.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	$ 99.00
Tool Handling Charge	Per Project	$ 561.00
Ultrasonic Bath, Portable	Ea / Day	$ 393.00
Ultrasonic Bath, Bench Top	Ea / Day	$ 227.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	$ 4,072.00
Vacuum, Clean Room	Ea / Day	$ 187.00
Wet Bench (portable)	Ea / Day	$ 228.00
Workstation (table, chair, lights, ESD)	Ea / Day	$ 30.00
ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	$ 206.00
Chemical Hose, Hazmat	Ea / Day	$ 274.00
Confined Space Entry System	Ea / Day	$ 250.00
Decontamination Shower/Filter	Ea / Day	$ 175.00
Jerome Mercury Vapor Analyzer	Ea / Day	$ 306.00
Mini-Rae (PID)	Ea / Day	$ 218.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	$ 250.00
Personal Sample Pump	Ea / Day	$ 35.00
Pump, Diaphragm 1", Hazmat	Ea / Day	$ 250.00
Pump, Diaphragm 2", Hazmat	Ea / Day	$ 374.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	$ 175.00
Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	$ 138.00
Trailer, Emergency Response, Hazmat	Ea / Day	$ 374.00
HVAC		
HVAC, High Volume Tornado System	Ea / Day	$ 116.00
HVAC, Mobile Resource Unit	Ea / Day	$ 188.00
HVAC, Power and Manual Hand Tools	PP/Day	$ 31.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	$ 55.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	$ 151.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	$ 237.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	$ 611.00
HVAC, Viper Duct Cleaning System	Ea / Day	$ 55.00
SAFETY		
Personal Fall Protection (PFP)	PP / Day	$ 10.00
Personal Protection Equipment (PPE)	PP / Day	$ 6.00
Personal Respiratory Protection (PRP)	PP / Day	$ 10.00
Respirator, PAPR	Ea / Day	$ 100.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

§ III.1

ITEMIZED SCHEDULED CONSUMABLES [3]

CONSUMABLE DESCRIPTION			UNIT	RATE
BAGS				
Bags, Environmental Trash Bags			Ea.	$ 3.60
Bags, Insulation Machine (Vacuum)			Ea.	$ 37.00
Bags, Trash (each)	3 mil	$ 1.00	6 mil	$ 2.00
CLEANING-GENERAL				
Disinfectant-Bioesque			Gal	$ 50.00
BELFOR-All Natural Citrus Solvent Cleaner			Gal	$ 41.00
BELFOR-All Purpose Cleaner			Gal	$ 13.00
BELFOR-All Purpose Spotter			Gal	$ 28.00
BELFOR-Carpet Rinse & Neutralizer			Gal	$ 22.00
BELFOR-CIF Citrofix Lemon Scent			Ounce	$ 1.20
BELFOR-Concentrated Odor Counteractant & Smoke Elim.			Gal	$ 37.00
BELFOR-Extra Duty Cleaner Degreaser			Gal	$ 21.00
BELFOR-Glass Cleaner			Gal	$ 10.00
BELFOR-Hand Cleaning Wipes			Tub	$ 50.00
BELFOR-Multi-Enzyme Spotter-Deodorizor-Protector			Gal	$ 37.00
BELFOR-Multi-Purpose Restroom Cleaner			Gal	$ 17.00
BELFOR-Oil Preserver			Gal	$ 56.00
BELFOR-Quarry & Hard Tile Cleaner			Gal	$ 21.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner			Gal	$ 31.00
Adhesive, Remover			Can	$ 18.00
Alcohol, Isopropyl			Gal	$ 96.00
Blocks, Odor Counteractant			Ea.	$ 9.00
Boot Covers, Latex			Per Pair	$ 13.00
Brush, Scrub			Ea.	$ 14.00
Brushes, Pipe			Ea.	$ 37.00
Brushes, Wire	Small	$ 5.50	Large	$ 9.00
Cleaner, Stainless Steel			Can	$ 19.00
Disinfectant, Antimicrobial			Gal	$ 62.00
Fogger, Thermo Deodorizer			Gal	$ 43.00
Mop Heads			Ea.	$ 17.00
Pad, Floor Buffer			Ea.	$ 15.00
Pad, Foam Scrubbing			Pak	$ 63.00
Sponge, Particulate Removal (1.5"x3"x6")			Ea.	$ 4.80
Sponge, Particulate Removal (3/4"x3"x6")			Ea.	$ 2.40
Steel wool			Ea.	$ 1.30
Thinner, Paint/Mineral Spirits			Gal	$ 28.00
Vapor Shark Membrane			Ea.	$ 64.00
Wipes, Cotton Cloth/Workshop Rags			Lb.	$ 6.60
Wipes, Wipe All			Pak	$ 15.00
CONTENTS/PACK-OUT/STORAGE				
BELFOR-Fabric Protector			Gal	$ 48.00
BELFOR-Lemon Oil Furniture Polish			Gal	$ 6.60
BELFOR-Liquid Laundry Detergent			Gal	$ 21.00
BELFOR-Premium Dish Detergent			Quart	$ 7.70
Boxes, Book			Ea.	$ 6.60
Boxes, Dish Pack			Ea.	$ 7.70
Boxes, Slip Covers			Ea.	$ 3.60
Boxes, Wardrobe/Specialty			Ea.	$ 43.00
Cloths, Masslinn			Ea.	$ 1.70
Foam Blocks			Ea.	$ 1.70
Inventory Tags			Ea.	$ 1.70
Tape, Poly Box			Roll	$ 3.60
Wrap, Bubble/Anti Static			Roll	$ 102.00
Wrap, Stretch			Roll	$ 72.00
FILTERS				
Filter, Charcoal (Carbon Activated)			Ea.	$ 79.00
Filter, HEPA			Ea.	$ 279.00
Filter, Pleated			Ea.	$ 25.00
Filter, Poly (Secondary)			Ea.	$ 8.80
SHEETING/PLASTIC/FLOOR PROTECTION				
Duct, Lay Flat (500') with hog rings			Roll	$ 565.00
Plastic Sheeting, 1.5 mil (24 x 200)			Roll	$ 53.00
Plastic Sheeting, 3 mil (20 x 100)			Roll	$ 66.00
Plastic Sheeting, 6 mil (20 x 100)			Roll	$ 99.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)			Roll	$ 386.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)			Roll	$ 479.00
Plastic Sheeting, Carpet Protector			Roll	$ 99.00
Ram Board, (38" X 100')			Roll	$ 185.00
Red Rosin Paper (200 ft. roll)			Roll	$ 30.00
Scrim-Fire Rated (60'x100')			Roll	$ 2,988.00
Sticky Mat (26"x32")			Ea.	$ 108.00
SHRINK WRAP				
Strapping, Woven HD			LF	$ 0.15
Tape, Heat Shrink 2"			Roll	$ 20.00
Tape, Heat Shrink 4"			Roll	$ 40.00
Tape, Heat Shrink 6"			Roll	$ 59.00
Wrap, Shrink, 7 mil (45' x 145")			Roll	$ 987.00
Wrap, Shrink, 12 mil (32' x 180")			Roll	$ 1,834.00
TAPE/ADHESIVE				
Adhesive, Spray			Can	$ 9.00
Tape, 2-way (2" x 60')			Roll	$ 36.00
Tape, Barricade-Banner Guard (Caution, Danger, etc...)			Roll	$ 34.00
Tape, Duct (2"x 60')			Roll	$ 9.00
Tape, Global			Roll	$ 30.00
Tape, Painters-blue/red			Roll	$ 10.00
MISC				
Disposable Decontamination Unit			Ea.	$ 504.00
Encapsulant, Antifungicidal			Gal	$ 99.00
Encapsulant, Antimicrobial (Zinsser)			Gal	$ 91.00
Encapsulant, Soot			Gal	$ 53.00
Fasteners, Misc / Lock & Hasp			Ea.	$ 36.00
Floor Dry (40#)			Bag	$ 19.00
Lock Box			Ea.	$ 55.00
Soda, Soda Blaster Material			Bag	$ 43.00
Zipper (containment)			Ea.	$ 14.00

CONSUMABLE DESCRIPTION			UNIT	RATE
ELECTRONICS / MECHANICAL				
BELFOR-AC 14 Alkaline Cleaner 14			Gal	$ 41.00
BELFOR-AC 12 Alkaline Cleaner 12			Gal	$ 56.00
BELFOR-CD 04-C Complex Deruster 04 C			Gal	$ 88.00
BELFOR-CD 13 Complex Deruster 13			Gal	$ 139.00
BELFOR-EC 12 Electronics Cleaner			Gal	$ 36.00
BELFOR-ESL Label Protection Lacquer			Ounce	$ 21.00
BELFOR-FC 10 Energized Cleaner			Gal	$ 999.00
BELFOR-GC General Cleaner			Gal	$ 34.00
BELFOR-HD 01 Hand Deruster 01			Gal	$ 47.00
BELFOR-LP 40 Light Preserver 40			Gal	$ 88.00
BELFOR-MPP Metal Polishing Paste			Ounce	$ 19.00
BELFOR-NC CR Neutral Cleaner CR			Gal	$ 149.00
BELFOR-NK One Step Cleaner and Preserver (electrical)			Pint	$ 15.00
BELFOR-OC24 Organic Cleaner 24			Gal	$ 56.00
BELFOR-OC62 Organic Cleaner 62			Gal	$ 39.00
BELFOR-O-SW Oil Black (Elect. Contacts Only)			Ounce	$ 41.00
BELFOR-PM Polish Milk			Ounce	$ 6.60
BELFOR-SD 02 Sulfide Defroster			Gal	$ 64.00
BELFOR-WP Wax Preserver			Gal	$ 95.00
Nitric Acid, Ultra Pure			Quart	$ 187.00
Apron, Chemical			Ea.	$ 6.60
Arm Sleeves, Chemical			Ea.	$ 4.80
Arsenic Test Kit			Per Test	$ 6.60
Bags, Anti Static			Ea.	$ 4.80
Brady Cards			Ea.	$ 8.80
Brush, Dispersion (Each)	Small	$ 5.50	Large	$ 17.00
Brush, Non Conduct			Ea.	$ 13.00
Chloride Quick Test Strips			Ea.	$ 1.50
Cleaning / Decon Sticks			Ea.	$ 1.70
Non-Conduct Scrubbers, Green (#7447)			Box	$ 34.00
Non-Conduct Scrubbers, Maroon (#96)			Box	$ 95.00
Non-Conduct Scrubbers, White (#98)			Box	$ 57.00
Tape, Clean Room			Roll	$ 30.00
Wipes, Lint Free			Pak	$ 43.00
Wipes, Presaturated IPA/DI			Pak	$ 25.00
Wipes, Standard Clean Room			Pak	$ 35.00
Wipes, Ultra Clean Room			Pak	$ 75.00
ENVIRONMENTAL				
Asbestos Glove Bag			Ea.	$ 41.00
Breathing Air, Type K Bottle			Ea.	$ 67.00
Cartridge, MSA Combination			Ea.	$ 20.00
Protective Suits (Acid)			Ea.	$ 102.00
Protective Suits (Level A, fully encapsulating)			Ea.	$ 1,901.00
Protective Suits (PolyPro Asbestos)			Ea.	$ 10.00
Protective Suits (Saranex Chemical)			Ea.	$ 37.00
Sorbent Boom			Ea.	$ 81.00
Sorbent Pad	Ea.	$ 11.50	Bale	$ 122.00
Sorbent Pillows			Ea.	$ 31.00
DRUMS		**15g**	**30g**	**55g**
Drum, Poly Closed Top	Ea.	$ 51.00	$ 60.00	$ 85.00
Drum, Poly Open Top	Ea.	$ 55.00	$ 65.00	$ 92.00
Drum, Steel Closed Top	Ea.	$ 40.00	$ 48.00	$ 67.00
Drum, Steel Open Top	Ea.	$ 44.00	$ 57.00	$ 81.00
Drum, Steel Salvage, 85 Gallon			Ea.	$ 185.00
Drum, Poly Overpack, 95 Gallon			Ea.	$ 283.00
Drum, Steel Overpack, 110 Gallon			Ea.	$ 555.00
HVAC				
HVAC Air Blast Nozzle, Replacement			Ea.	$ 61.00
HVAC Air Whip, Multi Head, Replacement			Ea.	$ 79.00
HVAC BBJ Freshduct / Microbiocide			15oz	$ 61.00
HVAC Cleaner Degreaser			Gal	$ 21.00
HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'			Roll	$ 30.00
HVAC Coil Cleaner			Gal	$ 58.00
HVAC Collection Machine Filters (Pleated & Bag)			Ea.	$ 70.00
HVAC Collection Machine HEPA Filter			Ea.	$ 411.00
HVAC Duct Liner 1" - 3'x100'			Roll	$ 484.00
HVAC Duct Mastic			Gal	$ 35.00
HVAC Encapsulant, Antimicrobial (Foster)			Gal	$ 99.00
HVAC Fiberlock			Gal	$ 87.00
HVAC HEPA Vac Collection Bag & Filter Protector			Ea.	$ 12.00
HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)			Ea.	$ 73.00
HVAC HEPA Vac HEPA Filter			Ea.	$ 345.00
HVAC Propane Fill Charge			Cylinder	$ 55.00
HVAC Rotary Brush Head, Replacement			Ea.	$ 139.00
HVAC Rotary Brush System, Replacement Core			Ea.	$ 48.00
HVAC Sheetmetal Blank			Ea.	$ 21.00
HVAC Sheetmetal Screw			Box 100	$ 26.00
HVAC Spray Adhesive			Can	$ 29.00
HVAC Unibit			Ea.	$ 99.00
HVAC Vacuum Brush Head - Replacement			Ea.	$ 29.00
SAFETY				
Boots, Chemical PVC			Per Pair	$ 55.00
Dust Mask			Ea.	$ 2.40
Gloves, Cotton (includes liners)			Per Pair	$ 2.80
Gloves, Latex (Surgical)			Box 100	$ 50.00
Gloves, Leather			Per Pair	$ 9.90
Gloves, Nitrile			Per Pair	$ 9.40
Gloves, Nylon Inspection			Per Pair	$ 0.60
Protective Suits (Tyvek)			Ea.	$ 33.00
Respirator, N95			Ea.	$ 13.00
Respirator, P100			Ea.	$ 13.00
Respirator, HEPA + Particulate Replacement Filter			Ea.	$ 44.00
Respirator, HEPA Replacement Pancake Filter			Ea.	$ 10.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Exhibit B - Insurance

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of that work by Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE 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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering 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 the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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

Additional Insured Status
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 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 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, Contractor'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 City, its

officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
Contractor 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 Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions
Self-insured retentions must be declared to and approved by City. City may require Contractor 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 Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor 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 Insured. 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 City.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement Services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of Services.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage
Contractor shall furnish 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. 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
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.

November 29, 2022 Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 6, 2022

APPROVAL OF A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MANAGEMENT EMPLOYEES ASSOCIATION OF MARINA (MMEA) AUTHORIZING AN ADJUSTMENT TO THE 2ND YEAR COLA INCREASE

REQUEST:
It is recommended that the City Council consider:

1. Adopting Resolution No. 2022- authorizing the City Manager to execute a Side Letter Agreement to the Memorandum of Understanding between the City of Marina and the Management Employees Association of Marina (MMEA); and,

2. Authorizing adjustments to the City's Salary Schedule and Compensation Plan; and,
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:
On January 19, 2022, the City Council adopted Resolution No. 2022-09 approving a Memorandum of Understanding (MOU) with the Management Employees Association of Marina (MMEA). The MOU included a 2-year agreement spanning July 1, 2021 to June 30, 2023. The agreement called for a 2.5% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI but not less than 2% and not more than 3.25%.

The CPI adjustments included in the MMEA MOU were substantially the same as all other bargaining unit MOUs that were negotiated in 2021/2022. Recently, the City Council approved an amendment to the Marina Professional Fire Fighters Association (MPFFA) MOU that increased the second year CPI increase to 4%. This second year CPI of 4% was also approved for the Marina Employees Association in their recent MOU that was adopted.

ANALYSIS:
Staff is proposing a modification to the MMEA MOU that would adjust the second year CPI increase from 3.25% to 4% to be consistent with other bargaining unit MOU provisions for CPI increases. Attached as **"EXHIBIT A**" is a Side Letter Agreement to the City of Marina and the Management Employees Association of Marina (MMEA) that will authorizing an adjustments to the 2nd year CPI increase to 4%.

The proposed CPI increase for the second year of the MMEA MOU from 3.25% to 4% would be effective the first pay period following City Council approval of the Side Letter Agreement.

FISCAL IMPACT
The fiscal impact of the increased cost to the City from the proposed cost of living increase from 3.25% to 4% is approximately $6,000 annually.

CONCLUSION:
This request is submitted for City Council consideration and approval.

Respectfully submitted,

_____
Matt Mogensen
Assistant City Manager

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MANAGEMENT EMPLOYEES' ASSOCIATION OF MARINA (MMEA)

WHEREAS, on January 19, 2022, the City Council adopted Resolution No. 2022-09 approving a Memorandum of Understanding (MOU) with the Management Employees Association of Marina (MMEA); and,

WHEREAS, the MOU included a 2-year agreement spanning July 1, 2021 to June 30, 2023. The agreement called for a 2.5% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI but not less than 2% and not more than 3.25%; and,

WHEREAS, the CPI adjustments included in the MMEA MOU were substantially the same as all other bargaining unit MOUs that were negotiated in 2021/2022. Recently, the City Council approved an amendment to the Marina Professional Fire Fighters Association (MPFFA) MOU that increased the second year CPI increase to 4%. This second year CPI of 4% was also approved for the Marina Employees Association in their recent MOU that was adopted; and,

Whereas, the City wishes to enter into a Side Letter Agreement to the City of Marina and the Management Employees Association of Marina (MMEA) that will authorizing an adjustments to the 2nd year CPI increase to 4% ("**EXHIBIT A**"), and,

WHEREAS, the City of Marina and the Management Employees Association of have met and conferred in good faith and have reached a tentative agreement to approve a new Memorandum of Understanding; and

WHEREAS, all other terms of the Memorandum of Understanding remain unchanged.

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

1. Adopt Resolution No. 2022- authorizing the City Manager to execute a Side Letter Agreement to the Memorandum of Understanding between the City of Marina and the Management Employees Association of Marina (MMEA); and,

2. Authorize adjustments to the City's Salary Schedule and Compensation Plan, and,

3. Authorize Finance Director to make appropriate accounting and budgetary entries

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

Revised Salary Schedules

Beginning with the first full pay period following ratification of this SLA, all unit classifications shall have their general salary increased by 0.75% to equal a total of 4% for the second-year general salary increase. The new pay rates will be as follows:

Salary Table*

MMEA	Step A	Step B	Step C	Step D	Step E
Airport Services Manager	$49.2302	$51.6919	$54.2763	$56.9902	$59.8397
Assistant Finance Director	$59.0283	$61.9796	$65.0785	$68.3325	$71.7491
Chief Building Official	$57.4079	$60.2783	$63.2922	$66.4569	$69.7796
Human Resource Analyst	$38.8301	$40.7716	$42.8102	$44.9508	$47.1983
Planning Services Manager	$54.7788	$57.5177	$60.3935	$63.4133	$66.5839
Senior Planner	$47.8741	$50.2678	$52.7811	$55.4203	$58.1912
Superintendent	$49.1318	$51.5883	$54.1677	$56.8762	$59.7199

***Due to potential rounding errors actual published salary schedule may differ slightly**

SIDE LETTER OF AGREEMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA MID-MANAGEMENT EMPLOYEES' ASSOCIATION

This Side Letter of Agreement ("SLA") is entered into by and between the City of Marina ("City") and the Mid-Management Employees Association of Marina ("MMEA"). It is the purpose of this SLA to supplement the July 1, 2021 – June 30, 2023 Memorandum of Understanding ("MOU") between the City and the MMEA) as set forth in this SLA. This SLA reflects the results of an agreement negotiated by representatives of the MMEA and that of the administration of the City.

The City and the MMEA hereby Agree to amend Section 2.C of the MOU by adding the following language to the existing section:

Beginning with the first full pay period following ratification of this SLA, all unit classifications shall have their general salary increased by 0.75% to equal a total of 4% for the second-year general salary increase. The new pay rates will be as follows:

Salary Table*

MMEA	Step A	Step B	Step C	Step D	Step E
Airport Services Manager	$49.2302	$51.6919	$54.2763	$56.9902	$59.8397
Assistant Finance Director	$59.0283	$61.9796	$65.0785	$68.3325	$71.7491
Chief Building Official	$57.4079	$60.2783	$63.2922	$66.4569	$69.7796
Human Resource Analyst	$38.8301	$40.7716	$42.8102	$44.9508	$47.1983
Planning Services Manager	$54.7788	$57.5177	$60.3935	$63.4133	$66.5839
Senior Planner	$47.8741	$50.2678	$52.7811	$55.4203	$58.1912
Superintendent	$49.1318	$51.5883	$54.1677	$56.8762	$59.7199

***Due to potential rounding errors actual published salary schedule may differ slightly**

IT IS SO AGREED:

CITY OF MARINA

By:_____

Date:_____

MMEA REPRESENTATIVE

By:_____

Date:_____

October 27, 2022 Item No: **10g(5)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING THE AGREEMENT BETWEEN THE CITY OF MARINA AND ENVIRONMENTAL INNOVATIONS, TO PROVIDE ON-CALL PROFESSIONAL SERVICES FOR SOLID WASTE MANAGEMENT, AUTHORIZING BUDGET ALLOCATION AND APPROPRIATION FROM THE GENERAL FUND IN THE AMOUNT OF $25,000 FOR FY22-23, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2022- , approving the agreement between the City of Marina and Environmental Innovations, to provide on-call professional services for solid waste management; and **(Exhibit A)**

2. Authorizing budget allocation and appropriation from the General Fund in the amount of $25,000 for FY22-23; and

3. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney; and

4. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

In October 2014, Governor Edmund Brown Jr. approved Assembly Bill 1826 (AB 1826), requiring businesses to recycle their organic waste on and after April 1, 2016. AB 1826 currently requires businesses and multi-family complexes that generate two or more cubic yards of solid waste, recycling, and organic waste combined per week to recycle organic waste (compost). To comply with AB 1826, the City has to generate a list of customers with organic waste generation rates and find the customers that meet the De Minimus level of AB 1826 to document exemptions. In addition, AB 1826 includes education and outreach, monitoring and reporting, enforcement, and food waste reduction.

In September 2016, Governor Edmund Brown Jr. approved Senate Bill 1383 (SB 1383) regulations regarding methane emissions reductions in a statewide effort. This regulation is set to reduce emissions of short-lived climate pollutants (SLCP). The targets of SB 1383 are to:

- Reduce organic waste disposal 75% by 2025.
- Rescue for people to eat at least 20% of currently disposed surplus food by 2025.

On January 1, 2022, the SB 1383 regulations went into effect, and state enforcement began. CalRecycle requires the jurisdictions to conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated), haulers, solid waste facilities, local food banks, and other food recovery organizations. Also, it requires the City to audit the generator list and exempt customers that meet the De Minimis level of SB 1383. This statewide requirement consists of creating exemption forms, finding the exempted generators, keeping track of customers' solid waste generation, public education outreach, updating and informing residents using social media, and creating a FAQ page on the City's website.

ANALYSIS:

Hiring an on-call contractor is a method that allows the City to manage the priorities of the City needs. It also enables the City to deliver and fulfill the statewide requirements for enforcement and reporting related to SB 1383 and AB 1826 at a high level with a cost and time efficient approach by using solid waste management experts.

On August 1, 2022, the City staff released an RFQ to hire an on-call contractor for a two-year solid waste management services. Two proposals were sent to the City, and based on an interview session on September 28, 2022, and the evaluation process, Environmental Innovations was selected as the most qualified firm for mentioned services.

The scope of work for service orders under this on-call agreement will be based on the requirements of CalRecycle for the City and covers the tasks and requirements needed to conduct the outreach compliance and documentation for CalRecycle.

The total amount of consultant work to be requested and performed during each fiscal year term for the consultant cannot be well defined at the outset. However, the consultants will work on an on-call basis as defined by the City on a project-by-project basis. Accordingly, all work performed under the agreements will be pursuant to individual service orders that will have a specifically defined scope and schedule that will be negotiated on a project-by-project basis.

Staff recommends that the contract terms be set to expire on June 30, 2024 with the option to extend for one additional year.

FISCAL IMPACT:

The annual City's balance for franchise fee collected for solid waste will be $580,000 for FY22-23. The total program costs for the professional services contract with Environmental Innovations for on-call solid waste management services is not to exceed $25,000 per year. The annual cost of this project will be allocated and appropriated from the General Fund budget.

CONCLUSION:

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

Respectfully submitted,

_____

Saber Messhenas, E.I.T
Assistant Civil Engineer, Department of Public Works
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 THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE AGREEMENT BETWEEN THE CITY OF MARINA AND ENVIRONMENTAL INNOVATIONS, TO PROVIDE ON-CALL PROFESSIONAL SERVICES FOR SOLID WASTE MANAGEMENT, AUTHORIZING BUDGET ALLOCATION AND APPROPRIATION FROM THE GENERAL FUND IN THE AMOUNT OF $25,000 FOR FY22-23, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, in October 2014, Governor Edmund Brown Jr. approved Assembly Bill 1826 (AB 1826), requiring businesses to recycle their organic waste on and after April 1, 2016. AB 1826 currently requires businesses and multi-family complexes that generate two or more cubic yards of solid waste, recycling, and organic waste combined per week to recycle organic waste (compost). To comply with AB 1826, the City has to generate a list of customers with organic waste generation rates and find the customers that meet the De Minimus level of AB 1826 to document exemptions. In addition, AB 1826 includes education and outreach, monitoring and reporting, enforcement, and food waste reduction, and;

WHEREAS, in September 2016, Governor Edmund Brown Jr. approved Senate Bill 1383 (SB 1383) regulations regarding methane emissions reductions in a statewide effort. This regulation is set to reduce emissions of short-lived climate pollutants (SLCP). The targets of SB 1383 are to reduce organic waste disposal 75% by 2025 and rescue for people to eat at least 20% of currently disposed surplus food by 2025, and;

WHEREAS, on January 1, 2022, the SB 1383 regulations went into effect, and state enforcement began. CalRecycle requires the jurisdictions to conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated), haulers, solid waste facilities, local food banks, and other food recovery organizations. Also, it requires the City to audit the generator list and exempt customers that meet the De Minimis level of SB 1383. This statewide requirement consists of creating exemption forms, finding the exempted generators, keeping track of customers' solid waste generation, public education outreach, updating and informing residents using social media, and creating a FAQ page on the City's website, and;

WHEREAS, hiring an on-call contractor is a method that allows the City to manage the priorities of the City needs. It also enables the City to deliver and fulfill the statewide requirements for enforcement and reporting related to SB 1383 and AB 1826 at a high level with a cost and time efficient approach by using solid waste management experts, and;

WHEREAS, on August 1, 2022, the City staff released an RFQ to hire an on-call contractor for a two-year solid waste management services. Two proposals were sent to the City, and based on an interview session on September 28, 2022, and the evaluation process, Environmental Innovations was selected as the most qualified firm for mentioned services, and;

WHEREAS, the scope of work for service orders under this on-call agreement will be based on the requirements of CalRecycle for the City and covers the tasks and requirements needed to conduct the outreach compliance and documentation for CalRecycle, and;

WHEREAS, the total amount of consultant work to be requested and performed during each fiscal year term for the consultant cannot be well defined at the outset. However, the consultants will work on an on-call basis as defined by the City on a project-by-project basis. Accordingly, all work performed under the agreements will be pursuant to individual service orders that will have a specifically defined scope and schedule that will be negotiated on a project-by-project basis, and;

WHEREAS, staff recommends that the contract terms be set to expire on June 30, 2024 with the option to extend for one additional year, and;

WHEREAS, the annual City's balance for franchise fee collected for solid waste will be $580,000 for FY22-23. The total program costs for the professional services contract with Environmental Innovations for on-call solid waste management services is not to exceed $25,000 per year. The annual cost of this project will be appropriated from the General Fund budget, and;

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

1. Approve the agreement between the City of Marina and Environmental Innovations, to provide on-call professional services for solid waste management, and; (Exhibit A)

2. Authorize budget allocation and appropriation from the General Fund in the amount of $25,000 for FY22-23, and;

3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney, and;

4. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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 ON-CALL SOLID WASTE MANAGEMENT SERVICES

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 _____, a California Corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

A. City desires to retain Contractor for on-call waste management services associated with various City projects described generally by Exhibit A – Contractor shall provide services pertaining to City projects and shall perform standby and support services for City as determined by the City Engineer.

B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services in accordance with the terms of individual service orders as set forth herein.

C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

(b) All work performed under this Agreement shall be authorized in advance and in writing by a specific Service Order prior to the commencement of services. Each Service Order given by the City shall describe the nature of the specific task or service to be performed by the Contractor, the time limit or estimated number of hours within which such task or service must be completed and the compensation for such task or service. Details shall include a description of the task or service which Contractor shall perform, the geographic limits, if any, the type and scope of task or services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Contractor shall not perform any task or service unless authorized by a fully executed Service Order. Contractor shall advise the Project Administrator in writing immediately of any anticipated change in any task or service, fee or time schedule, and shall obtain the Project Administrator's prior written consent to the change prior to making any changes. In no event shall the Project Administrator's consent be construed to

DRAFT

relieve the Contractor from its duty to render all services or perform all tasks in accordance with applicable law and accepted industry standards.

(c) Contractor shall begin work under the Service Order only after receipt of the Service Order bearing the approval signature of the City Engineer. Each authorized Service Order issued under this Agreement by City shall be incorporated by reference as an integral part of Exhibit A and into the terms and conditions of this Agreement.

(d) The City's Project Administrator may, without invalidating this Agreement, order changes in any tasks or service to be performed pursuant to a Service Order by altering, adding to or deducting from the task or services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the tasks or services, the Contractor shall so notify the Project Administrator. If appropriate an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be pre-approved by the parties in writing; with the City's approval coming from the Project Administrator.

(e) 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.

(f) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(c)(1-4), 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.

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

(h) 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 described in Exhibit "A" and the executed Service Orders. 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. <u>Term of Agreement & Commencement of Work</u>.

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(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on June 30, 2024, 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 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) This Agreement may be extended up to one (1) year upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed under any Service Order, which schedule shall be approved by the City's Project Administrator 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 accordance with the provisions of this Section and the hourly rates attached hereto as Exhibit B and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to $25,000 per fiscal year, which runs from July 1 to June 30, and the remainder of the first fiscal year of the Agreement.

(b) The City will pay the Contractor under Service Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate and reimbursable schedule in Exhibit B applies to all Service Orders.

(c) This Agreement is for Contractor to perform "on call" services or tasks and as such it is a standby Agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Agreement and no guarantee that any work will be assigned to Contractor during its term.

(d) 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)) not more frequently than once during every month and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

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(e) 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.

(f) 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 a Service Order but which is not included within the Service Order and which the parties did not reasonably anticipate would be necessary at the execution of the Service Order.

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

4. Termination or Suspension.

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

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

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

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

5. Project Administrator, Project Manager & Key Personnel.

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

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

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete each Service Order on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the task or service any of its personnel assigned to the performance of services upon written request of City. Contractor may be required to represent to City that certain key personnel will perform and coordinate the work under a Service Order. 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 Administrator. In the event that City Administrator and Project Manager cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

6. **Delegation of Work**.

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

(b) If 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 any Service Order, 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.

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9. **Ownership of Data**. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and the applicable Service Order, 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 the applicable Service Order and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. **Conflict of Interest**.

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

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

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

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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) The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

(b) During the performance of this Agreement, Contractor and its sub-contractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(c) Contractor and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

(e Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(f) 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, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and

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administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Profession shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) 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 statues 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 provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of

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the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability for which Contractor has provided an immediate defense was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

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

14. Insurance.

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

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required for any Service Order issued as provided herein by giving Contractor ten days advance written notice of such change.

(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.

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

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

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

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

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

20. **Compliance with Laws.**

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

(b) Contractor shall conduct all work in strict accordance with applicable regulations and guidelines adopted by the California Department of Public Health (CDPH) and the California Department of Industrial Relations (DIR), Division of Occupational Safety and Health, Safety for the prevention of COVID-19 and the regulations and guidelines for the prevention of COVID - 19 adopted by the County of Monterey and by the City.

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(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.

(d) This Agreement is not intended and shall not be utilized for a public work as that term is used in California Labor Code Section 1720 *et seq*.

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: _____

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 and any Service Order are 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 and any Service Order if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state of 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.

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25. **Attorney's Fees**. In the event of any controversy, claim or dispute relating to this Agreement, any Service Order, 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 and any Service Order. Each party warrants that the individuals who have signed this Agreement and shall sign Service Orders 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 or the terms and conditions of any Service Order 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 or any Service Order 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 and any Service Order may be signed in counterparts, each of which shall constitute an original.

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

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

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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

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

Attest:
Per Resolution 2022 - ____

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

CONTRACTOR

By: _____
Name:
Its: _____
Date: _____

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EXHIBIT A

GENERAL DESCRIPTION OF SERVICES

[Individual Service Orders to be attached as executed and are incorporated herein and made a part of this Agreement.]

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Project Tasks and Estimated Costs

Collection & Processing	Hours	Rate	Cost
Work with hauler to ensure residential and commercial generators have an organic waste collection bin. ● Call regulated entities which are refusing service ● Send letter to regulated entities on City letterhead about service requirements ● If no response, issue violation and automatically enroll for collection service	50	$110/hr	$5,500
Issue limited waivers for de minimus volumes and physical space constraints and maintain records. ● Create online form for waiver request, if needed ● Evaluate waiver requests on case-by-case basis and grant waiver when criteria have been met ● Track waivers for reporting purposes	100	$110/hr	$11,000
		Collection & Processing Total:	**$16,500**
Edible Food Recovery & Capacity Planning	**Hours**	**Rate**	**Cost**
Annually provide Tier One edible food generators with information about food recovery programs, generator requirements, and food recovery organizations	5	$95/hr	$475
		Edible Food Recovery & Capacity Planning Total:	**$475**

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Education & Outreach	Hours	Rate	Cost
• Visit Tier2 generators, such as restaurants, and provide staff with written information in both English & Spanish about proper recycling. • Verify whether staff is recycling properly by inspecting waste bins and speak with staff in English or Spanish about proper recycling.	50	$95/hr	$5,225
Provide self-haulers with information regarding their requirements.	5	$95/hr	$475
		Education & Outreach Total:	**$5,700**
Recordkeeping	**Hours**	**Rate**	**Cost**
Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within one business day.	50	$110/hr	$5,500
		Recordkeeping & Reporting Total:	**$5,500**
		Total:	**$28,175**

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EXHIBIT B
HOURLY RATE AND REIMBURSABLE SCHEDULE

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Fee Schedule

Rates: It is expected that this project will be completed by the Senior Scientist, a Marketing and Outreach Professional and a Field Outreach Professional. However, if speed or budget requires, a Student Intern could be utilized for certain aspects.

Labor Rate Sheet

Staff Position	Hourly Rate
Senior Scientist, Compliance Professional	110
Marketing and Outreach Professional	110
Staff Scientist (Field Outreach)	95
Student Intern	30
Mileage	Going federal rate of $0.625/mile
Printing	$0.50 per piece with 500 quantity print ($250 total). At Cost without markups from Community Printers.

EI has compiled detailed budgets for similar sized clients for similar work. EI would look forward to the opportunity to put together a specific cost estimate based on the specific work requested. The instructions for this SOQ above were to omit this piece of information.

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Exhibit C - Insurance

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

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

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

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

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two mission 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.

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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, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a Service Order-specific basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of work or services. 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.

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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

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the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

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

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

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

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

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

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

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

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s) 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.

u) 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.

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November 22, 2022 Item No: **10j(1)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, RECEIVING AND FILING THE FISCAL YEAR 2021-2022 ANNUAL REPORT ON THE COLLECTION AND USE OF MITIGATION FEES FOR NEW DEVELOPMENT IMPACTS.

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2022-, receiving and filing the fiscal year 2021-2022 annual report on the collection and use of mitigation fees for new development impacts.

BACKGROUND:

AB 1600 (Statutes of 1998, Mitigation Fee Act), codified as Section 66000 et seq. of the California Government Code, regulates how public agencies collect, maintain, and spend development impact fees imposed on developers for the purpose of defraying costs of public facilities. It includes requirements for accounting, spending, and reporting the fees and related interest earnings.

The City's Public Building Facilities Impact Fee, Public Safety Facilities Impact Fee, Transportation (Roadway and Intersections) Facilities Impact Fee, and Parks Facilities Impact Fee collected by the City have been identified as fees subject to Government Code 66000 (AB 1600) requirements, and each had a balance remaining at the end of the most recently ended fiscal year. These fees are accounted for in separate funds, and each fund earns and accumulates interest. Expenditures from these funds have been used for the purposes for which the fees were collected.

ANALYSIS:

Attached is the FY 2021-22 report required under Government Code Section 66006(b)(1) **(EXHIBIT A)**. The report summarizes revenue and expenditures for the funds, and includes beginning and ending balances, as required. The purpose and use of the expenditures and transfers made during the fiscal year have been identified. Since the fees are imposed on development projects that impact the facility requirements of the community, the use of these fees to fund the construction of system facilities is reasonable.

The law also requires that this report be made available to the public. The requirement for public notification has been met in conjunction with the posting of the agenda and related attachment that is associated with the City Council meeting at which this report will be presented.

FISCAL IMPACT:

No direct fiscal impact results from receiving and filing this report of activity within the impact mitigation fee accounts. The 2016 Impact Fee nexus study established an allowable administrative fee to cover the cost of activities such as preparing the annual report.

CONCLUSION:
This report is submitted to City Council for information.

Respectfully submitted,

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

_____
Juan Lopez
Finance Director
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING AND FILING THE FISCAL YEAR 2021-2022 ANNUAL REPORT ON THE COLLECTION AND USE OF MITIGATION FEES FOR NEW DEVELOPMENT.

WHEREAS, the City of Marina collects impact fees to mitigate the effects of increased demand for public facilities, transportation infrastructure, and parks, and;

WHEREAS, pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.), the City is required to annually report certain information regarding the collection of development impact fees, and;

WHEREAS, the Report for Fiscal Year 2021-22, attached as "Exhibit A," identifies unexpended impact fee programs, and;

WHEREAS, the Report was made available to the public prior to this Council meeting, and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby receive and file the fiscal year 2021-2022 report on the collection and use of mitigation fees for new development.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

Annual Impact Fee Report
For the City of Marina
For Fiscal Year 2021-22

This report contains information on the City of Marina's development impact fees for Fiscal Year 2021-22. This information is presented to comply with the annual reporting requirements contained in Government Code section 66000 *et seq*. Please note that this annual report is not a budget document, but rather is compiled to meet reporting requirements. It is not intended to represent a full picture of currently planned projects as it only reports project information, revenues and expenditures for Fiscal Year 2021-22.

Government Code Section 66006 requires local agencies to submit annual and five-year reports detailing the status of development impact fees. The annual report must be made available to the public within 180 days after the last day of the fiscal year and must be presented to the public agency (City Council) no less than 15 days after it is made available to the public.

This report summarizes the following annual reporting information for each of the development impact fee programs:

1. A brief description of the fee program.

2. Schedule of fees.

3. Beginning and ending balances of the fee program.

4. Amount of fees collected, interest earned, and transfers/loans.

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

6. A description of each interfund transfer or loan, the date the loan will be repaid, the rate of interest, and a description of the public improvement on which the transferred or loaned fees will be expended.

7. The estimated date when projects will begin if sufficient revenues are available to construct the project.

8. The amount of refunds made to property owners.

More detailed information on certain elements of the various fee programs is available through other documents such as nexus studies, master plans, the capital improvement program, and budgets.

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Impact Fee Program Descriptions

Public Building Facilities Fee

The Public Facilities Fee is imposed to pay for the public building costs for a City Hall, Public Works Yard and a Senior Community Center. Residential and commercial development help pay the City Hall and Public Works Yard. Only residential development pays towards the future Senior Community Center.

Public Safety Facilities Fee

The Public Safety Fee is imposed to pay the public building costs for a new fire station and animal control facility. Residential and commercial development help pay for these facilities.

Transportation Facilities Fee – Roadways and Intersections

New vehicle trip generation by new development impacts the City's roadways and intersections. What portion of the development impact not paid by other transportation revenues are paid by transportation impact fees. The City divides these impacts into roadway and intersection impacts and collects fees for these two types of transportation impacts.

Park Facilities Fee

The Park Facilities Fee is imposed to create additional park facilities to maintain the same ratio of park space currently available to the residents of Marina. The fee is limited to residential development.

The City does not typically earmark impact fees for any specific project as the revenues are collected, but rather the revenues are applied toward a series of capital improvement projects as outlined in the nexus studies, such as future parks, transportation infrastructure, and other capital facilities.

Annual Impact Fee Report
For the City of Marina
For Fiscal Year 2021-22

City of Marina
AB 1600 Impact Fee Report
Fiscal Year ending 6/30/2022

	Intersections	Roadways	Public Safety	Public Building Facilities	Parks	Total
Ending Balance 6/30/2021	$ 1,455,585.76	$ 5,494,431.26	$ 670,671.87	$ 3,188,596.63	$ 5,274,437.54	$ 16,083,723.07
Revenues						
Impact Fee Revenues	1,302,370.13	2,623,481.34	445,691.13	1,277,198.87	3,846,029.01	9,494,770.48
Transfer In from Closed Proj.	-	-	-	-	-	
Interest	7,519.01	15,146.21	2,573.12	7,373.68	23,959.94	56,571.96
Total Revenues	1,309,889.14	2,638,627.55	448,264.25	1,284,572.55	3,869,988.95	9,551,342.44
Expenditures						
Transfers to Projects	(320,000.00)	(2,020,000.00)	(20,000.00)	(20,000.00)	(2,970,000.00)	(5,350,000.00)
Total Expenditures	(320,000.00)	(2,020,000.00)	(20,000.00)	(20,000.00)	(2,970,000.00)	(5,350,000.00)
Ending Balance 6/30/2022	$ 2,445,474.90	$ 6,113,058.81	$ 1,098,936.12	$ 4,453,169.18	$ 6,174,426.49	$ 20,285,065.51

Project Descriptions

Glorya Jean Tate Park Site Improvements ($1,300,000 Parks)

Dunes Park Development ($1,000,000 Parks)

Sea Haven Community Park ($400,000 Parks)

Windy Hill Park Playground and Restroom ($250,000 Parks)

Imjin Pkwy & California Ave Intersection Improvements ($300,000 Intersections)

Imjin Pkwy Widening Project ($2,000,000 Roads)

Public Facilities Impact Fee Study Update ($20,000 from each Fee Category, $100,000 total)

Annual Impact Fee Report
For the City of Marina
For Fiscal Year 2021-22

Public Facilities Impact Fee Summary
Indexed for 2022

Land Use	(a) 2021 Public Buildings Fee	2022 Public Buildings Fee	(c) 2021 Public Safety Fee	2022 Public Safety Fee	(e) 2021 Roadways Fee	2022 Roadways Fee	(g) 2021 Intersections Fee	2022 Intersections Fee	(i) 2021 Parks Fee	2022 Parks Fee	2021 Total Fee (a+c+e+g+i)	2022 Total Fee
Residential												
Single Family Dwelling Units	$ 4,232	**$ 4,622**	$ 912	**$ 996**	$ 7,981	**$ 8,717**	$ 1,933	**$ 2,111**	$ 9,165	**$ 10,011**	$ 24,223	**$ 26,458**
Senior Homes	$ 2,822	**$ 3,082**	$ 606	**$ 662**	$ 3,085	**$ 3,370**	$ 748	**$ 817**	$ 6,111	**$ 6,675**	$ 13,372	**$ 14,606**
Assisted Living - Senior	$ 1,568	**$ 1,713**	$ 337	**$ 368**	$ 2,214	**$ 2,418**	$ 537	**$ 587**	$ 3,394	**$ 3,707**	$ 8,050	**$ 8,793**
Multi-Family Dwellings	$ 3,919	**$ 4,281**	$ 844	**$ 922**	$ 5,574	**$ 6,088**	$ 1,352	**$ 1,477**	$ 8,486	**$ 9,269**	$ 20,175	**$ 22,036**
Mobile Home Park	$ 3,919	**$ 4,281**	$ 844	**$ 922**	$ 4,182	**$ 4,568**	$ 1,013	**$ 1,106**	$ 8,486	**$ 9,269**	$ 18,444	**$ 20,146**
Campground/RV Park	$ 3,919	**$ 4,281**	$ 844	**$ 922**	$ 2,264	**$ 2,473**	$ 549	**$ 600**	$ 8,486	**$ 9,269**	$ 16,062	**$ 17,544**
Non-residential												
Office/Research	$ 295	**$ 322**	$ 553	**$ 604**	$ 9,088	**$ 9,926**	$ 2,203	**$ 2,406**	$ -	**$ -**	$ 12,139	**$ 13,259**
Retail/Service	$ 178	**$ 194**	$ 331	**$ 361**	$ 15,274	**$ 16,683**	$ 3,702	**$ 4,044**	$ -	**$ -**	$ 19,485	**$ 21,282**
Industrial	$ 60	**$ 65**	$ 110	**$ 120**	$ 5,743	**$ 6,273**	$ 1,391	**$ 1,520**	$ -	**$ -**	$ 7,304	**$ 7,978**
Hotel	$ 80	**$ 87**	$ 150	**$ 164**	$ 6,732	**$ 7,353**	$ 1,631	**$ 1,782**	$ -	**$ -**	$ 8,593	**$ 9,385**
Church	$ 60	**$ 65**	$ 110	**$ 120**	$ 7,506	**$ 8,198**	$ 1,819	**$ 1,986**	$ -	**$ -**	$ 9,494	**$ 10,370**
Day Care Center	$ 237	**$ 258**	$ 443	**$ 484**	$ 61,020	**$ 66,650**	$ 14,791	**$ 16,156**	$ -	**$ -**	$ 76,490	**$ 83,547**
Animal Hospital/Veterinary Clinic	$ 354	**$ 387**	$ 663	**$ 724**	$ 38,890	**$ 42,478**	$ 9,426	**$ 10,296**	$ -	**$ -**	$ 49,332	**$ 53,884**
Medical/Dental Office Building	$ 354	**$ 387**	$ 663	**$ 724**	$ 29,768	**$ 32,515**	$ 7,215	**$ 7,880**	$ -	**$ -**	$ 38,000	**$ 41,505**
Casino/Video Lottery	$ 354	**$ 387**	$ 663	**$ 724**	$ 110,654	**$ 120,863**	$ 26,820	**$ 29,294**	$ -	**$ -**	*	*
Casino	$ 354	**$ 387**	$ 663	**$ 724**	$ 32,487	**$ 35,484**	$ 7,874	**$ 8,601**	$ -	**$ -**	*	*

Notes:

[1] Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space (non-residential) or gaming space," and "fee per hotel room."

* Specifically for the Casino uses, the fees for Public Buildings, Public Safety, and Parks are based on the 1,000 square feet of gaming area, while Roadways and Intersection fees are based on 1,000 square feet of building space, excluding hotel uses.

University Villages (the Dunes) Impact Fees Summary Indexed for 2022

Land Use	(a) 2021 DA Traffic Intersections	**2022 DA Traffic Intersections**	(c) 2021 DA Roadways	**2022 DA Roadways**	(e) 2021 DA Parks	**2022 DA Parks**	(g) 2021 DA Facilities	**2022 DA Public Facilities**	(i) 2021 DA Public Safety	**2022 DA Public Safety**	2021 DA Total Fee (a+c+e+g+i)	**2022 DA Total Fee**
Residential												
Single Family Dwelling Units	$ 3,226.46	**$ 3,524.14**	$ 5,183.19	**$ 5,661.40**	$ 9,931.04	**$ 10,847.29**	$ 2,175.95	**$ 2,376.71**	$ 904.91	**$ 988.40**	$ 21,421.55	**$ 23,397.94**
Town Homes	$ 1,975.47	**$ 2,157.73**	$ 3,174.62	**$ 3,467.52**	$ 9,195.42	**$ 10,043.81**	$ 2,175.95	**$ 2,376.71**	$ 904.91	**$ 988.40**	$ 17,426.37	**$ 19,034.16**
Senior	$ 1,011.05	**$ 1,104.33**	$ 1,624.79	**$ 1,774.70**	$ 5,885.07	**$ 6,428.04**	$ 2,175.95	**$ 2,376.71**	$ 904.91	**$ 988.40**	$ 11,601.77	**$ 12,672.17**
Multi-Family Dwellings	$ 2,265.53	**$ 2,474.55**	$ 3,640.77	**$ 3,976.67**	$ 9,195.42	**$ 10,043.81**	$ 2,175.95	**$ 2,376.71**	$ 904.91	**$ 988.40**	$ 18,182.58	**$ 19,860.14**
Non-residential												
Office (per building sq. ft.)	$ 3.42	**$ 3.74**	$ 5.49	**$ 6.00**	$ -	**$ -**	$ 1.69	**$ 1.85**	$ 1.45	**$ 1.58**	$ 12.05	**$ 13.16**
Hotels (room)	$ 2,537.02	**$ 2,771.09**	$ 4,077.02	**$ 4,453.17**	$ -	**$ -**	$ 1,813.27	**$ 1,980.57**	$ 738.39	**$ 806.52**	$ 9,165.70	**$ 10,011.34**
Commercial/Retail (per building sq. ft.)	$ 13.76	**$ 15.03**	$ 22.12	**$ 24.16**	$ -	**$ -**	$ 1.03	**$ 1.13**	$ 0.87	**$ 0.95**	$ 37.78	**$ 41.27**
Industrial (per building sq. ft.)	$ 2.17	**$ 2.37**	$ 3.48	**$ 3.80**	$ -	**$ -**	$ 0.34	**$ 0.37**	$ 0.30	**$ 0.33**	$ 6.29	**$ 6.87**

November 22, 2022 Item No: **10j(2)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, RECEIVING AND FILING THE 2022 INFORMATION REPORT ON THE ADJUSTMENT OF THE MITIGATION FEES FOR NEW DEVELOPMENT

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2022-, receiving and filing the 2022 Information Report on the adjustment of mitigation fees for new development.

BACKGROUND:

At the regular meeting of August 7, 2007, the City Council passed and adopted Ordinance No. 2007-10, amending Chapter 3.26 of the Marina Municipal Code allowing the mitigation fees for new development to be increased/decrease on January 1 of each calendar year based on the percentage change in the Construction Cost Index (CCI) estimate approach that is typically used by public agencies as an estimated measure of the costs of construction of public infrastructure. The added provision states:

Section **3.26.055 Indexing**.

> "The City Council directs that the fee levels established by Section 3.26.050 shall be reviewed prior to January 1 of each year by the director. The fee levels shall be compared to the Engineering News Record ("ENR") Construction Cost Index. The fee levels may be changed in accordance with the percentage change in the ENR index from November 1 to November 1 of each preceding year, but in no case shall the indexing percentage increase or decrease in fees allowed by this section exceed that shown in the ENR index. When calculating the fee level to be charged for the coming calendar year, increments of less than one dollar shall be rounded to the nearest dollar. Before January 1 of each year, the director shall prepare an informational report to the city council containing the calculations required by this section. If any index adjustments and fee changes are appropriate, the same shall be effective on January 1."

At the regular City Council meeting of July 19, 2016, the City Council passed and adopted Ordinance No. 2016-04, amending Chapter 3.26 of the Marina Municipal Code updating developer impact mitigation fees which are charged for new development. This update was a major update of all the capital improvement master plans and a major update of impact fees.

ANALYSIS:

Staff has completed the review of the Engineering News Record ("ENR") Construction Cost Index Value for November 2021 through November 2022. The November 2021 value was 12647.32 and the value for November 2022 was 13174.98 which is an increase of 4.17 percent. The Municipal Code requires that this informational report be provided to the City Council before January 1 which shows the new fee calculations. These indexed adjustments and fee changes become effective January 1, 2023. The attached ("**EXHIBIT A**") shows the current and proposed new Development Public Facilities Impact Fees effective January 1, 2023. These fees are applied to all new development unless there is a previously approved Development Agreement.

The Dunes (formerly University Villages) Development Agreement

The Dunes Development Agreement approved in 2005 established city impact and other development fees and monetary exactions specific for their development. Exhibit D of this agreement states these fees are, "**subject to increase only for escalation in accordance with the construction cost index, identified in the City's fee adoption ordinances**".

The development impact fees for the Dunes Development are also being adjusted by the same Construction Cost Index percentage increase calculated above. The attached ("**EXHIBIT B**") shows the current impact mitigation fees and the new impact mitigation fees for The Dunes development effective January 1, 2023.

FISCAL IMPACT:

The increased development Public Facilities Impact Fees will result in increased revenues for the various development impact fee fund accounts. These will be used for development of new parks, public facilities, public safety facilities, and transportation system improvements to mitigate the demands of an increasing population.

CONCLUSION:

This report is submitted to City Council for information.

Respectfully submitted,

_____

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

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING AND FILING THE 2022 INFORMATION REPORT ON THE ADJUSTMENT OF THE MITIGATION FEES FOR NEW DEVELOPMENT.

WHEREAS, on August 7, 2007, the City Council adopted Ordinance No. 2007-10, increasing the City's Public Facilities Impact Fees and adding a provision for indexing the fees each January 1, and;

WHEREAS, the Engineering News Record ("ENR") Construction Cost Index Value for November 2021 was 12647.32 and the Value for November 2022 was 13174.98 which is an increase of 4.17 percent, and;

WHEREAS, the attached "Exhibit A" shows the new Public Facilities Impact Fees effective January 1, 2023, and;

WHEREAS, Impact mitigation fees for the Dunes (formerly referred to as "University Villages") were established per the Development Agreement between the City of Marina and Marina Community Partners, LLC approved on May 31, 2005 by Resolution 2005-135 and executed on July 8, 2005, and;

WHEREAS, the Development Agreement provides for the adjustment of impact fees per the Construction Cost Index, and;

WHEREAS, the same Engineering News Record ("ENR") Construction Cost Index increase of 4.17 percent will be applied to the impact mitigation fees for the Dunes, and;

WHEREAS, the attached "Exhibit B" shows the new Dunes Impact Fees effective January 1, 2023, and;

WHEREAS, the indexed Public Facilities Impact Fees will result in increased revenues to the City's Public Facilities Impact Fees Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby receive and file the 2022 City of Marina Public Facilities Impact Fees Adjustment Index Report.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

Public Facilities Impact Fee Summary
Indexed for 2023

Land Use	(a) 2022 Public Buildings Fee	**2023 Public Buildings Fee**	(c) 2022 Public Safety Fee	**2023 Public Safety Fee**	(e) 2022 Roadways Fee	**2023 Roadways Fee**	(g) 2022 Intersections Fee	**2023 Intersections Fee**	(i) 2022 Parks Fee	**2023 Parks Fee**	2022 Total Fee (a+c+e+g+i)	**2023 Total Fee**
Residential												
Single Family Dwelling Units	$ 4,622	**$ 4,815**	$ 996	**$ 1,038**	$ 8,717	**$ 9,081**	$ 2,111	**$ 2,199**	$ 10,011	**$ 10,429**	$ 26,457	**$ 27,562**
Senior Homes	$ 3,082	**$ 3,211**	$ 662	**$ 690**	$ 3,370	**$ 3,511**	$ 817	**$ 851**	$ 6,675	**$ 6,953**	$ 14,606	**$ 15,216**
Assisted Living - Senior	$ 1,713	**$ 1,784**	$ 368	**$ 383**	$ 2,418	**$ 2,519**	$ 587	**$ 611**	$ 3,707	**$ 3,862**	$ 8,793	**$ 9,159**
Multi-Family Dwellings	$ 4,281	**$ 4,460**	$ 922	**$ 960**	$ 6,088	**$ 6,342**	$ 1,477	**$ 1,539**	$ 9,269	**$ 9,656**	$ 22,037	**$ 22,957**
Mobile Home Park	$ 4,281	**$ 4,460**	$ 922	**$ 960**	$ 4,568	**$ 4,759**	$ 1,106	**$ 1,152**	$ 9,269	**$ 9,656**	$ 20,146	**$ 20,987**
Campground/RV Park	$ 4,281	**$ 4,460**	$ 922	**$ 960**	$ 2,473	**$ 2,576**	$ 600	**$ 625**	$ 9,269	**$ 9,656**	$ 17,545	**$ 18,277**
Non-residential												
Office/Research	$ 322	**$ 335**	$ 604	**$ 629**	$ 9,926	**$ 10,340**	$ 2,406	**$ 2,506**	$ -	**$ -**	$ 13,258	**$ 13,810**
Retail/Service	$ 194	**$ 202**	$ 361	**$ 376**	$ 16,683	**$ 17,379**	$ 4,044	**$ 4,213**	$ -	**$ -**	$ 21,282	**$ 22,170**
Industrial	$ 65	**$ 68**	$ 120	**$ 125**	$ 6,273	**$ 6,535**	$ 1,520	**$ 1,583**	$ -	**$ -**	$ 7,978	**$ 8,311**
Hotel	$ 87	**$ 91**	$ 164	**$ 171**	$ 7,353	**$ 7,660**	$ 1,782	**$ 1,856**	$ -	**$ -**	$ 9,386	**$ 9,778**
Church	$ 65	**$ 68**	$ 120	**$ 125**	$ 8,198	**$ 8,540**	$ 1,986	**$ 2,069**	$ -	**$ -**	$ 10,369	**$ 10,802**
Day Care Center	$ 258	**$ 269**	$ 484	**$ 504**	$ 66,650	**$ 69,431**	$ 16,156	**$ 16,830**	$ -	**$ -**	$ 83,548	**$ 87,034**
Animal Hospital/Veterinary Clinic	$ 387	**$ 403**	$ 724	**$ 754**	$ 42,478	**$ 44,250**	$ 10,296	**$ 10,726**	$ -	**$ -**	$ 53,885	**$ 56,133**
Medical/Dental Office Building	$ 387	**$ 403**	$ 724	**$ 754**	$ 32,515	**$ 33,872**	$ 7,880	**$ 8,209**	$ -	**$ -**	$ 41,506	**$ 43,238**
Casino/Video Lottery	$ 387	**$ 403**	$ 724	**$ 754**	$ 120,863	**$ 125,906**	$ 29,294	**$ 30,516**	$ -	**$ -**	*	*
Casino	$ 387	**$ 403**	$ 724	**$ 754**	$ 35,484	**$ 36,964**	$ 8,601	**$ 8,960**	$ -	**$ -**	*	*

Notes:

[1] Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space (non-residential) or gaming space," and "fee per hotel room."

* Specifically for the Casino uses, the fees for Public Buildings, Public Safety, and Parks are based on the 1,000 square feet of gaming area, while Roadways and Intersection fees are based on 1,000 square feet of building space, excluding hotel uses.

University Villages (the Dunes) Impact Fees Summary Indexed for 2023

Land Use	(a) 2022 DA Traffic Intersections	**2023 DA Traffic Intersections**	(c) 2022 DA Roadways	**2023 DA Roadways**	(e) 2022 DA Parks	**2023 DA Parks**	(g) 2022 DA Facilities	**2023 DA Public Facilities**	(i) 2022 DA Public Safety	**2023 DA Public Safety**	2022 DA Total Fee (a+c+e+g+i)	**2023 DA Total Fee**
Residential												
Single Family Dwelling Units	$ 3,849.28	**$ 4,009.88**	$ 5,661.40	**$ 5,897.60**	$ 10,847.29	**$ 11,299.86**	$ 2,376.71	**$ 2,475.87**	$ 988.40	**$ 1,029.64**	$ 23,723.08	**$ 24,712.83**
Town Homes	$ 2,356.81	**$ 2,455.13**	$ 3,467.52	**$ 3,612.18**	$ 10,043.81	**$ 10,462.84**	$ 2,376.71	**$ 2,475.87**	$ 988.40	**$ 1,029.64**	$ 19,233.23	**$ 20,035.66**
Senior	$ 1,206.22	**$ 1,256.54**	$ 1,774.70	**$ 1,848.74**	$ 6,428.04	**$ 6,696.22**	$ 2,376.71	**$ 2,475.87**	$ 988.40	**$ 1,029.64**	$ 12,774.06	**$ 13,307.00**
Multi-Family Dwellings	$ 2,702.86	**$ 2,815.62**	$ 3,976.67	**$ 4,142.58**	$ 10,043.81	**$ 10,462.84**	$ 2,376.71	**$ 2,475.87**	$ 988.40	**$ 1,029.64**	$ 20,088.44	**$ 20,926.55**
Non-residential												
Office (per building sq. ft.)	$ 4.08	**$ 4.25**	$ 6.00	**$ 6.25**	$ -	**$ -**	$ 1.85	**$ 1.92**	$ 1.58	**$ 1.65**	$ 13.51	**$ 14.07**
Hotels (room)	$ 3,026.76	**$ 3,153.03**	$ 4,453.17	**$ 4,638.96**	$ -	**$ -**	$ 1,980.57	**$ 2,063.20**	$ 806.52	**$ 840.16**	$ 10,267.01	**$ 10,695.36**
Commercial/Retail (per building sq. ft.)	$ 16.42	**$ 17.10**	$ 24.16	**$ 25.17**	$ -	**$ -**	$ 1.13	**$ 1.17**	$ 0.95	**$ 0.99**	$ 42.65	**$ 44.43**
Industrial (per building sq. ft.)	$ 2.59	**$ 2.70**	$ 3.80	**$ 3.96**	$ -	**$ -**	$ 0.37	**$ 0.39**	$ 0.33	**$ 0.34**	$ 7.09	**$ 7.38**

ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING ARTICLE 1 (SECTIONS 17.04.212, 17.04.213, 17.04.698), ARTICLE 2 (SECTIONS 17.06.020, 17.08.020, 17.12.020, 17.12.030, 17.16.020, 17.18.020, 17.20.020, 17.22.030, 17.22.050), AND ARTICLE 4 (SECTIONS 17.42.135 AND 17.44.030) OF THE MARINA MUNICIPAL CODE

-oOo-

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

1. In 2019, Governor Gavin Newsom signed Senate Bill (SB) 234 into law prohibiting municipalities from restricting the use of home child care facilities in residential zones. This legislation is codified in the Health & Safety Code. In 2018, Governor Jerry Brown signed Assembly Bill (AB) 2162 into law requiring that Supportive Housing be a use that is permitted by right in zones where multi-family and mixed-use development is permitted. This legislation is codified in Government Code §50675.14. The Implementation Program for the City of Marina's ("City") 5th Cycle Housing Element includes policies and programs intended to increase the supply of housing within the City. Program 3.3 addresses Conditional Use Permits ("CUPs") for multi-family housing development in the R-4 zoning district.

2. An amendment to the City's Municipal Code ("MMC" or "Code") is needed to ensure compliance with State law.

3. Sections 17.04.212, 17.04.213, 17.06.020, 17.08.020, 17.10.020, 17.12.020, 17.16.020, and 17.42.135 are amended to revise language pertaining to small and large family child care homes; Section 17.44.030 is amended to revise language pertaining to day care centers; Sections 17.18.020, 17.20.020 and 17.22.030 are amended to allow Supportive Housing as a by-right use in commercial and mixed use zones where multi-family and mixed-use development is permitted; Section 17.22.050 is amended to eliminate Supportive Housing as a conditional use in the Planned Commercial (PC) zoning district; Section 17.04.698 is amended to include a reference to the State definition of Supportive Housing; and Sections 17.12.020 and 17.12.030 are amended to revise language pertaining to CUPs for multi-family housing development in the R-4 zoning district. These amendments are hereby made to the Code to read as set forth on the attached Exhibit "A," and incorporated herein by this reference thereto.

5. The City of Marina Planning Commission, at a duly noticed public hearing on October 13, 2022, adopted Resolution 2022-15 recommending that the City Council amend the municipal code as proposed.

6. Environmental. In accordance with the California Environmental Quality Act (CEQA), staff finds that this ordinance is not subject to 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; 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.

7. 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.

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

9. 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 November 15, 2022, and was passed and adopted at a regular meeting duly held on December 6, 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

Exhibit "A"

Section 17.04.212
~~Day~~ Child care home, large family.

"Large family ~~day~~ child care home" means a single-family dwelling in which the occupant provides care and supervision of twelve (12) to fourteen (14) children as specified by 22 CCR § 102416.5(d-f), as may be amended. ~~between nine to fourteen children, inclusive, at any time for periods of less than twenty four hours a day in accordance with a state license. Children under the age of ten years who reside in the home count as children served by the day care provider~~

Section 17.04.213
~~Day~~ Child care home, small family.

"Small family ~~day~~ child care home" means a dwelling in which the occupant provides care and supervision for four (4) to eight (8) children as specified by 22 CCR 102416.5(b-c), as may be amended. ~~eight or fewer children or six or fewer adults for periods of less than twenty four hours a day in accordance with a state license. Children under the age of ten years who reside in the home count as children served by the day care provider~~

Section 17.04.698
Supportive housing.

"Supportive housing", as defined in Section 50675.14 of the California Health and Safety Code, and further defined as housing with no limit on length of stay, that is occupied by the target population, and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Section 17.06.020
Permitted uses.

Uses permitted in the R-1 districts shall be as follows:

A. One single-family dwelling per lot;

…

D. Large and small family ~~day~~ child care homes pursuant to Section 17.42.135;

…

H. Other uses accessory and incidental to residential use pursuant to Section 17.42.040 and those uses accessory and incidental to a residential use located

within the R-1/C-P district, including but not limited to: ~~small family day care and foster home care;~~ rooming and boarding of not more than two persons; the keeping of not more than four dogs and/or cats; and the keeping of domestic chickens pursuant to Section 17.42.160.

Section 17.08.020
Permitted uses.

Uses permitted in the R-2 districts shall be as follows:

A. Single-family dwellings;

…

D. Large and small family ~~day~~ child care homes pursuant to Section 17.42.135;

…

H. Other uses accessory and incidental to residential use pursuant to Section 17.08.040, including but not limited to: ~~small family day care and foster home care;~~ rooming and boarding of not more than two persons; the keeping of not more than four dogs and/or cats; and the keeping of domestic chickens pursuant to Section 17.42.160.

Section 17.10.020
Permitted uses.

Uses permitted in the R-3 districts shall be the following:

A. Single-family dwellings;

…

D. Large and small family ~~day~~ child care homes pursuant to Section 17.42.135;

…

H. Other uses accessory and incidental to residential use pursuant to Section 17.10.040, including but not limited to: ~~small family day care and foster home care;~~ rooming and boarding of not more than two persons, the keeping of not more than two dogs and/or cats, and on-site property management.

Section 17.12.020
Permitted uses.

Uses permitted in the R-4 districts shall be as follows:

A. Single-family dwellings constructed prior to January 1, 2005;

B. Multiple dwellings and dwelling groups ~~not exceeding twenty-five units per acre~~;

…

E. Large and small family ~~day~~ child care homes ~~and day care centers~~ pursuant to Section 17.42.135 and day care centers;

…

J. Other uses accessory and incidental to residential use pursuant to Section 17.12.050, including, but not limited to:

~~1. Small family day care and foster home care,~~

1.~~2.~~ Rooming and boarding of not more than two persons,

2.~~3.~~ On-site property management, and

3.~~4.~~ The keeping of not more than two cats and/or dogs per unit.

Section 17.12.030
Conditional uses.

Uses permitted, subject to first securing a use permit in each case, in the R-4 districts shall be as follows:

A. Single-room occupancy housing;

…

~~E. Multiple dwellings and dwelling groups exceeding a density of twenty-five units per acre;~~

~~F.~~E. Condominium and/or planned development projects subject to the provisions of Chapter 17.66;

~~G.~~F. Single-family dwellings subject to compliance with the provisions of Section 17.12.190; and

~~H.~~G. Large residential care homes or facilities.

Section 17.16.020
Permitted uses.

Uses permitted in the C-R districts shall be as follows:

A. Retail stores and shops conducted within a building, including appliance stores, bakeries (retail only), bookstores, florist shops, food stores, and furniture and millinery shops when incidental to the retail sales of such items, radio sales, shoe shops, hardware stores, department stores, drugstores, nursery or horticulture, photography studios, and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located;

…

F. Large and small family ~~day~~ child care homes ~~and day care centers~~ pursuant to Section 17.42.135 and day care centers;

Section 17.18.020
Permitted uses.

Uses permitted in the C-1 districts shall be as follows:

A. Retail stores conducted within a building, including appliance stores, bakeries (retail only), bookstores, florist shops, food stores, furniture and millinery shops when incidental to the retail sales of such items, radio sales, restaurants, shoe shops, hardware stores and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located;

B. Professional and medical offices;

C. Personal service establishments conducted within a building, including banks, barbershops, beauty parlors, tailor shops, tanning salons, and other establishments of similar character providing services to individuals as a primary use;

D. Studios—art, dance, martial arts, music, etc.; ~~and~~

E. Fitness and health establishments; and

F. Supportive Housing pursuant to Section 17.04.698.

Section 17.20.020

Permitted uses.

Uses permitted in the C-2 districts shall be as follows:

…

B. Auto laundries, auto repair shops, auto sales (except used cars), boarding kennels, bottling works, carpenter shops, dancing academies, lumber yards, pet shops, paint, paperhanging and decorator shops, plumbing shops, service stations (except those requiring a use permit under Section 17.20.030), storage of household goods, tinsmith shops, undertaking establishments, wholesale stores or storage (except those requiring a use permit under Section 17.20.030).

C. Supportive Housing pursuant to Section 17.04.698.

Section 17.22.030
Permitted uses.

Uses permitted in the PC district, subject to first securing a zoning permit in each case, shall be as follows:

…

B. Hotels, clubs, lodges, churches, and public and quasi-public uses and buildings, public utility uses and buildings, service stations, drive-in banks, dancing academies, retail plant nurseries, drive-in restaurants, undertaking establishments, and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located;

C. Supportive housing pursuant to Section 17.04.698; and

~~C~~D. In the Coastal Zone the uses permitted shall be determined by the local coastal land use plan and a coastal development permit shall be required. Such uses shall include but not be limited to visitor-oriented retail and service uses, and accommodations and public access.

Section 17.22.050
Conditional uses.

The following conditional uses may be permitted when found by the planning commission and the city council to be, by reason of sensitive planning and attractive design, consistent with the purposes and objectives of the planned commercial zone; provided, however, that such uses will not be permitted within the Coastal Zone.

A. Laboratories, research or development installations, specialized light manufacturing institutions, and administrative or executive offices related to such uses, when of a non-nuisance type;

B. Residential uses, including transitional housing ~~and supportive housing~~, not exceeding ten percent of total floor area of all uses in the district;

C. Cannabis retailer;

D. Cannabis manufacturing, cannabis distribution and cannabis testing labs.

Section 17.42.135
Large and small family ~~day~~ child care homes ~~and day care centers~~.

A. Large and small family ~~day~~ child care homes ~~and day care centers~~ shall comply with the following standards:

1. *Location and Concentration.* Large and small family ~~day~~ child care homes ~~and day care centers~~ shall have vehicular access from a public street or a private street improved to city standards. No large or small family ~~day~~ child care home ~~or day care center~~ shall be located within a three-hundred-foot radius of an existing large or small family ~~day~~ child care home ~~or child day care center~~. This requirement may be waived by the community development director ~~(for large family day care homes) or by the planning commission (for child day care centers)~~ if it can be determined that certain physical conditions exist and if the waiver would not be detrimental to the public peace, health, safety and comfort of the affected neighborhood. Examples of physical conditions that may warrant granting of a waiver include the presence of major nonresidential structures or uses between child care facilities or the presence of an arterial between the facilities.

…

4. *Health and Safety.* Each large and small family ~~day~~ child care home ~~and day care center~~ shall comply with applicable building and fire codes, as well as with licensing requirements of the state social services department.~~, and~~ Each large family child care home shall receive fire safety clearance from the fire department prior to beginning operations. Consistent with 22 CCR Section 102371(b), as may be amended,, fire clearance shall not be required for small family child care homes. ~~from the fire and building divisions for use of the residential structure as a large family day care home.~~

~~B. Large family day care homes shall comply with the following additional standards:~~

~~1.~~5. *Conforming Use and Building.* The residence must be in compliance with the development standards for the zone, including, but not limited to, minimum building site area, lot coverage, parking, and fencing.

~~2.~~6. *Occupancy Requirement/Property Owner Authorization.* The ~~day~~ large or small child care home shall be the principal residence of the provider. If the provider is not the owner of the principal residence, a letter authorizing the use of the residence and site

for large or small family child ~~day~~ care use shall be obtained from the property owner.

~~3.~~7. *Residential Use.* The facility shall be operated in a manner so as not to appear as a commercial operation. No structural changes shall be approved that will alter the character of the building as a residence.

8. *Number of Children.* The maximum number of children for whom care may be provided at any one time shall be regulated by 12 CCR Section 102416.5, as may be amended.

~~C. Day care centers shall comply with the following additional standard:~~

~~1. *Employee parking.* Off street parking shall be a minimum of one space per employee on the largest shift, plus one space for each ten children authorized by the state license. Exceptions to this parking requirement may be approved where the community development director determines that the exception will not result in potentially unsafe conditions for either pedestrians or motorists.~~

Section 17.44.030
Commercial and mixed commercial and residential use.

Parking requirements for commercial use and residential use approved by use permit as pursuant to Section 17.18.030 or 17.20.030 shall be as follows:

A. Medical and dental offices: one parking space for each three hundred square feet of gross floor area plus one space for each office unit;

…

K. Day care centers: one space for every ten (1) children authorized by the state license. For centers with fifteen (15) or more children, one additional space per employee on the largest shift shall be required. Exceptions to this parking requirement may be approved if the community development director determines the exception will not result in potentially unsafe conditions for either pedestrians or motorists.

~~K.~~L. One space per residential unit.

ORDINANCE NO. 2022-08

AN ORDINANCE AMENDING ARTICLE 2, TITLE 17, SECTION 17.12.060 OF THE MARINA MUNICIPAL CODE PERTAINING TO THE HEIGHT LIMIT IN THE RESIDENTIAL MULTI-FAMILY (R-4) ZONING DISTRICT

-oOo-

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

1. The Community Development Department (CDD), through its regular use and implementation of the Marina Municipal Code (MMC), discovered an error in Section 17.12.060 pertaining to the allowed height limit in the R-4 zoning district. It appears that, at the time of the adoption of the Accessory Dwelling Unit (ADU) Ordinance in 2020 (Ordinance 2020-06), the standard building height limit was inadvertently removed and only a height limit for ADUs was reflected in this Section.

2. An amendment to the City's Municipal Code is needed to provide clarity and transparency in this Section.

3. The previous MMC specified a 42' and three (3) story height limit for buildings in the R-4 zoning district (Ordinance 2006-03). This amendment returns this development standard in addition to the existing standard for ADUs as described and referenced herein as **Exhibit A**.

4. The City of Marina Planning Commission, at a duly noticed public hearing on October 13, 2022, adopted Resolution 2022-16 recommending that the City Council adopt the proposed amendment.

5. Environmental. In accordance with the California Environmental Quality Act (CEQA), staff finds that this ordinance is not subject to CEQA pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 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.

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

6. 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 November 15, 2022, and was passed and adopted at a regular meeting duly held on December 6, 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

Exhibit "A"

Section 17.12.060
Building height.

A. The maximum building height limit in the R-4 district shall be 42 feet and three (3) stories.

B. The maximum building heights for accessory dwelling units shall be governed by the provisions of Section 17.42.040.

November 3, 2022 Item No. **11a**

Honorable Mayor and Members of the City Council

City Council Meeting of December 6, 2022

CITY COUNCIL TO OPEN A PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC, AND CONSIDER APPROVING OR DENYING THE MODIFICATIONS TO REMOVE THE REQUIRED FAÇADE IMPROVEMENTS AND GRANT AN EXTENSION FOR COMPLETION OF THE SITE IMPROVEMENTS IN CITY COUNCIL RESOLUTION 2020-65 TO JANUARY 3, 2024, FOR THE COMBINED MEDICAL/ADULT CANNABIS DISPENSARY USE AT 3100 DEL MONTE BOULEVARD (APN 032-192-018-000).

RECOMMENDATION:

Staff recommends that the City Council take one the following action:

a) Staff Recommendation (**Exhibit A)**:

Open a Public Hearing, take testimony from the public and adopt a resolution with the required findings to approve the modifications to remove the required façade improvements and grant an extension for completion of the site improvements in City Council Resolution 2020-65 to April 3, 2023, as conditioned herein in with additional amendments, for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000) and find the project as described and conditioned exempt from environmental review per Section 15301 of the CEQA Guidelines.

b) Alternative recommendation (**Exhibit B**):

Open a Public Hearing, take testimony from the public and adopt a resolution with the required findings to deny the modifications to remove the required façade improvements and deny an extension for completion of the site improvements in City Council Resolution 2020-65 to April 3, 2023, for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000) and find the project would be exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.

BACKGROUND:

On May 14, 2020, the Planning Commission approved Resolution No. 2020-07 recommending the City Council approve Conditional Use Permit (CUP) 2021-02 for commercial cannabis at 3100 Del Monte Blvd to the City Council.

On June 10, 2020, the City Council adopted Resolution No. 2020-65 approving a Cannabis Conditional Use Permit (CUP) to allow a combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Blvd. The applicant, Pacific Roots Marina, LLC (Pacific Roots or applicant) has until January 3, 2023, to complete all Conditions of Approval (COA). To be in compliance with COA #10 *Permit Expiration*, which gives the applicant one year to complete all conditions after the date of occupancy, the following three (3) COAs below need to be completed:

1. *Substantial Compliance* – The project shall be constructed in substantial compliance with the plans submitted to the Planning Office on January 7, 2020, except as conditioned herein.

6. *Public Improvements* – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.
7. *Parking* – Subject to approval by the Community Development Director, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners.

On August 17, 2021, the City Council granted a 120-day extension, in addition to the previous 90-day extension granted by the City Manager. This extended the tenant improvements building permit deadline to January 6, 2022.

On January 3, 2022, Pacific Roots finalized their tenant improvements building permit including security and safety measures and minor exterior improvements such as signs and wheelchair access. The Pacific Roots group partnered with a management company and opened the business as Catalyst Cannabis Dispensary (Catalyst).

Pacific Roots was required to enter into a Development/Operating Agreement prior to commencing commercial operations, per MMC Section 5.76.030 and COA #4 in Resolution No. 2020-65. A primary component of the Agreement was the public improvements required by MMC 15.36. Due to the fact that the City was still working on right of way dimensions for the DVSP and therefore not prepared to provide Pacific Roots with required dimensions for the offsite sidewalk, curb, gutter and landscaping requirements, staff agreed to allow Pacific Roots to open business on January 3, 2022, pending the finalization of the Development/Operating Agreement and Del Monte right of way designs. Staff and Pacific Roots staff worked consistently from January 2022 to July on defining the public improvements and the implementation of the improvements in the draft Development/Operating Agreement. Pacific Roots then set a course to complete the improvements by December 31, 2022, prior to the one-year renewal of their Cannabis Conditional Use Permit and clearing the way for the Development/Operating Agreement to be entered. Unfortunately, Pacific Roots was unable to fund and construct the public improvements in that period, which now limits staff's ability to administratively approve the Annual Conditional Use Permit that expires on December 31, 2022.

On September 1, 2022, the applicant applied to amend COA #1 to remove the façade changes and to request a one-year extension of COAs #6 and #7 until January 3, 2024. The applicant's letter lists multiple reasons for the changes as detailed in the analysis below.

On October 13, 2022, the Planning Commission held a public hearing and made a recommendation to the City Council, because this is the same procedure that the original CUP went through. The Planning Commission made the following recommendation:

> The Planning Commission recommends to the City Council that it deny modifications to remove the required façade improvements and deny an extension of the site improvements in City Council Resolution 2020-65.

On November 7, 2022, Pacific Roots updated their request for the extension of the public improvements from one (1) year to three (3) months.

The background documents discussed above are attached for reference.

PROJECT ANALYSIS:

The applicant is requesting to modify the Conditions of Approval to remove façade improvements and to request a three (3) month extension of the public improvements due to the financial burdens. The City Council has the authority to approve, approve with additional findings and conditions or deny the application with required findings regarding consistency with the General Plan (Policies 2.37, 2.38 and 2.39), Zoning (Chapter 17.58 Use Permits) and the Cannabis Ordinance (Section 4 of the 2018 Cannabis Ordinance) and determine consistency with the Conditions of Approval.

General Plan Consistency

The project is consistent with General Plan Policies 2.37, 2.38, and 2.39 as listed in the Findings provided in **EXHIBIT A**, which encourage the City of Marina (City) to provide for the shopping and service needs of residents.

Modification to Condition of Approval (COA) #1

The applicant proposes to modify the plans that are referenced in COA #1 by removing the façade changes on page A4.12 of the plan set. All interior improvements have been completed. Further, the applicant has removed the legal non-conforming Mortimer's monument sign and has installed signs for the tenant space. The remaining required improvements are to the exterior and parking areas.

The exterior changes for the tenant space would replace the existing wooden siding finishes with stucco and the wood shingle roof with Spanish tile. The applicant knew from the beginning that this would result in a different façade then the five neighboring businesses, which are located on the same property and under one (1) ownership. Further, the applicant lists the multiple financial hardship reasons for requesting the removal of the façade changes.

The applicant is willing to "[…] work with the City to properly beautify the property. Such efforts may include landscaping, adding planters, repainting, or any other project that would please the City." Staff has worked closely with the applicant and has included draft COA #30 and #31 to the resolution, to amend the original COAs, to reflect their commitments to beautify the site. These proposed new conditions are intended to require minor cosmetic improvements to the building including repairs, paint, and planter boxes to the front.

Off-Site Improvements

The applicant has updated their request from one (1) year to a ninety (90) day extension, which would make the completion date on or before April 3, 2023. The extension would be for the off-site improvements along Carmel Avenue and the reasons for the request are outlined in the application materials. The applicant is responsible for off-site improvements on Carmel Avenue including installing new sidewalk, curb, and gutter. Due to the City's future Del Monte Boulevard improvement plans, the Public Works Department is not requiring the applicant to complete the improvements on Del Monte Boulevard.

Changes to Parking

The applicant prepared a parking study on January 12, 2021, based on installing sidewalks along both Del Monte Boulevard and Carmel Avenue. As stated above, the applicant is only responsible for the changes to Carmel Avenue. The most recent proposal was submitted to Public Works Engineering in June of 2022 with the sidewalk along Carmel Avenue circled in red to show the proposed improvements at the end of Attachment 4.

The improvements to Carmel Avenue are separate from the Del Monte Boulevard improvements. The Carmel Avenue improvements will result in the removal of twelve (12) existing nonconforming parking spaces, which are in the public right-of-way. These spaces cannot be counted as on-site parking and were not included in the parking study. Future parking reductions with the improvements to Del Monte Boulevard can also be accommodated on-site with the

implementation of a shared parking agreement between the Motel and the commercial store fronts. To ensure this will occur, Staff has included Condition of Approval (COA) #33. Therefore, all the needed parking can be accommodated on-site with an additional five (5) newly created parallel parking spaces in the public right-of-way along Carmel Avenue.

Staff has also prepared an alternative resolution as "**EXHIBIT B"** denying the application. Should the City Council choose to deny the application, the Annual Cannabis Conditional User Permit for Pacific Roots will expire on December 31, 2022 and will not be able to be renewed by staff because the business will not be meeting the Conditions of Approval set forth in City Council Resolution No. 2020-65.

Please note that as of November 3, 2022, City staff has not received any complaints regarding lack of parking at project site at 3100 Del Monte Boulevard.

CORRESPONDENCE

Staff has not received correspondence applicable to this permit as of November 3, 2022.

ENVIRONMENTAL DETERMINATION

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Class 1, Section 15301 (Existing Facilities) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because the modifications to the CUP under consideration would be minor alterations to an existing structure or facility and would involve negligible or no expansion of use. If the City Council denies the project, then the project would be exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

_____

Nicholas McIlroy
Associate Planner
Community Development Department
City of Marina

REVIEWED/CONCUR:

_____

Guido Persicone, AICP
Community Development Director
City of Marina

_____

Layne Long
City Manager
City of Marina

Background Information Attachments:

1. Planning Commission Resolution 2020-07
2. City Council Resolution 2020-65
3. September 1, 2022, Application Materials and Modified Plan Set
4. October 13, 2022, Planning Commission Minutes
5. January 12, 2021, Traffic Study and June 2022 Site Improvements
6. Letter from Property Owner
7. Letter from Pacific Roots

RESOLUTION NO. 2022-

A CITY COUNCIL RESOLUTION APPROVING THE MODIFICATIONS TO REMOVE THE REQUIRED FAÇADE IMPROVEMENTS AND GRANT AN EXTENSION FOR COMPLETION OF THE SITE IMPROVEMENTS IN CITY COUNCIL RESOLUTION 2020-65 TO JANUARY 3, 2024, FOR THE COMBINED MEDICAL/ADULT CANNABIS DISPENSARY USE AT 3100 DEL MONTE BOULEVARD (APN 032-192-018-000).

WHEREAS, on June 10, 2020, the City Council adopted Resolution No. 2020-65 approving a Cannabis Conditional Uce Permit (CUP) to allow a combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Blvd. The applicant, Pacific Roots Marina, LLC (Pacific Roots or applicant) has until January 3, 2023, to complete all Conditions of Approval (COA). To be in compliance with COA #10 *Permit Expiration,* which gives the applicant, Pacific Roots, LLC (Pacific Roots or Marina) one year to complete all conditions after the date of occupancy, the following three (3) COAs below need to be completed:

1. *Substantial Compliance* – The project shall be constructed in substantial compliance with the plans submitted to the Planning Office on January 7, 2020, except as conditioned herein.
6. *Public Improvements* – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.
7. *Parking* – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners.

WHEREAS, on January 3, 2022, Pacific Roots finalized their tenant improvements building permit including security and safety measures and minor exterior improvements such as signs and wheelchair access. The Pacific Roots group partnered with a management company and opened as Catalyst Cannabis Dispensary (Catalyst);

WHEREAS, on September 1, 2022, the applicant applied to amend Condition of Approval #1 by removing the façade changes as shown on "**Exhibit 1"** and to request an extension of Conditions of Approval (COA) #6 and #7 for one additional year until January 3, 2024;

WHEREAS, on October 13, 2022, the Planning Commission made the following recommendation:

> The Planning Commission recommends to the City Council that it DENY modifications to remove the required façade improvements and not grant an extension of the site improvements in City Council Resolution 2020-65.

WHEREAS, on November 7, 2022, Pacific Roots Marina updated their request for the extension of the public improvements from one (1) year to three (3) months;

WHEREAS, the proposed project is exempt from the California Environmental Quality Act (CEQA) under Class 1, Section 15301 (Existing Facilities) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because the modifications to the CUP under consideration would be minor alterations to an existing structure or facility and would involve negligible or no expansion of use; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina hereby approves the modifications to remove the required façade improvements and grant an extension for completion of the site improvements in City Council Resolution 2020-65 to April 3, 2023, as conditioned herein for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000) and find the project as described and conditioned exempt from environmental review per Section 15301 of the CEQA Guidelines.

FINDINGS FOR APPROVAL

The City Council finds that the proposed amendments are in compliance with the General Plan:

General Plan Compliance

1) General Plan Policy 2.37
   "The intent of the General Plan's commercial land use policies is as follows: (1) to provide for the shopping and service needs of local residents, businesses, and persons employed within the City; (2) to attract commercial development that will strengthen the City's fiscal base; and (3) to enhance employment and other economic opportunities for local residents. The General Plan establishes four commercial categories: Retail and Personal Services; Visitor-Serving Retail and Services; Multiple-Use Commercial; and Office and Research and Development."

   Evidence: The modifications to the approved Conditions of Approval to remove the façade changes and the one-year extension on the site improvements to Carmel Avenue will allow this business to continue to employ union employees and improve their commercial space, add site improvements along Carmel Avenue, and make minor improvements to building overall.

2) General Plan Policy 2.38
   "The land use policies of this section serve to promote the development and location of retail and other commercial personal services which adhere to the General Plan's principal goals. This entails providing locations for retail and service uses that will permit capture of a significant share of locally and regionally generated sales. It also entails providing locations that make access to such uses by foot and public transit viable and attractive as an alternative to access by private automobile, especially in the case of multi-purpose trips."

   Evidence: The project amendments will permit the retail establishment to continue to operate in a central location with walkable access from the neighborhoods, easy access from the freeway, several bus stops, and the future Bus Rapid Transit SURF! line will be located across Del Monte Boulevard. This ensures that this location will be able to capture a significant share of locally and regionally generated sales with multiple transit options available.

3) General Plan Policy 2.39
"A "strip" form of commercial development shall be avoided, and future retail, personal-service, and business-service uses shall be concentrated to infill the Del Monte Boulevard and Reservation Road core retail areas and create more pedestrian-oriented complexes. Wherever possible, commercial development outside of these areas shall be planned more to complement rather than directly compete with commercial activity in the Del Monte Boulevard and Reservation Road areas. Marina's core retail area is defined as those areas designated for "Commercial Retail/Personal Services" uses along the east side of Del Monte Boulevard from Carmel Avenue to Reservation Road […]."

Evidence: The adult cannabis use and site improvements will both support the core area on Del Monte Boulevard and Carmel Avenue and integrate into Del Monte Boulevard with the future street and pedestrian improvements. Further, the changes to the parking lot to add sidewalks and integrate with the new Del Monte Boulevard improvements means that it will transition from a strip mall with nonconforming parking and no sidewalks to an improved site with shared parking with the Motel and safer pedestrian access. Therefore, the project and the improvements will integrate with the proposed commercial core of the Downtown as the transition happens over time.

Zoning Compliance

4) Compliance with Section 17.58.040.B
"The appropriate authority may designate such conditions in connection with the use permit as it deems necessary to secure the purposes of this title. Such conditions may include, but are not limited to, architectural and site approval, time limitations, street dedication, and street and drainage improvements. The appropriate authority may also require such bonds and guarantees as it deems appropriate to assure the compliance of the conditions."

Evidence: The project will be in substantial compliance with COA #1 with the removal of the façade changes.

Modification to Condition of Approval (COA) #1

Applicant requests to remove the required façade changes from the approved site improvements.

Evidence: The removal of the façade changes will allow the building to retain a consistent front across all five commercial tenants. Further, the 'beautifying' improvements will help the overall site, which includes adding plants on the front along Del Monte Boulevard, re-planting planters on the Carmel Avenue side and some minor repairs such as repainting and repairing broken aspects of the building.

Off Site Improvements

The applicant has requested a ninety (90) day extension of the off-site improvements.

Evidence: The extension will result in off-site improvements along Carmel Avenue including removing the existing nonconforming parking and installing curb, gutter, sidewalk, and on-street parking in conformance with City standards. This will improve pedestrian safety and walkability for the site.

AMENDED CONDITIONS OF APPROVAL

Conditions of Approval

Initial Establishment of Commercial Cannabis Operations

1. Substantial Compliance – The project shall be constructed in substantial compliance with the plans submitted to the Planning Office on January 7, 2020, except as conditioned herein.

2. Lighting – Exterior Lighting Plan – All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated, and off-site glare is fully controlled. Prior to issuance of a building permit, the Owner/Applicant, shall submit three (3) copies of an exterior lighting plan (including a photo-metric analysis) which shall indicate the location, type, and wattage of all light fixtures and include catalog sheet for each fixture. The lighting shall comply with the requirement of the California Energy Code set forth in California Code of Regulation, Title 24, Part 6. The exterior lighting plan shall be subject to approval by the Director of Community Development-Planning.

3. Occupancy Permit – Prior to obtaining an occupancy permit and commencing commercial operations, the applicant shall schedule an inspection with Community Development Department staff to verify compliance with the conditional use permit conditions of approval. Inspections by additional City departments may be required.

4. Development/Operating Agreement – Per MMC Section 5.76.030, prior to commencing commercial operations, the permittee shall enter into a development/operating agreement with the City setting forth the terms and conditions under which the dispensary will operate, including, but not limited to, payment of fees and taxes as mutually agreed, and other such terms and conditions that will protect and promote public health, safety, and welfare.

5. Permit Modifications – The City may modify this permit at any time as needed to clarify or augment requirements of the permittee, so long as modifications do not conflict with the MMC or State laws, as they may be amended from time to time. Modifications resulting in a new permit must be executed by the City and the permittee. If the City has made modifications to the permit and requested permit execution by the permittee, the prior permit may be deemed null and void and the permittee shall cease commercial operations until completing execution of the new permit.

Public Improvements

6. Public Improvements – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.

7. Parking – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners.

Standard Cannabis Dispensary Operating Conditions

8. Right to Operate – Except as modified by required conditions of approval, the permittee shall have the right to operate a medical/adult-use cannabis dispensary, including non-storefront retail (delivery) in accordance with the conditional use permit application submitted on January 7, 2020.

9. Substantial Action Time Limit – If the permittee does not commence commercial cannabis activity in accordance with the terms of this Permit by January 6, 2022, this permit shall be deemed revoked. A one-time 30-day administrative extension may be granted by staff if, by January 6, 2022, the business is ready for final inspections.

10. Permit Expiration – This permit shall have a duration of one year. The one year period shall commence upon the date of occupancy. The Community Development Department may administratively renew the permit as long as the business is operating in compliance with the MCC and the permit's conditions of approval, has paid all taxes and fees in a timely manner, and has maintained possession of a current State license to operate the dispensary. The City may perform an annual inspection of the facility in conjunction with permit renewal to confirm ongoing compliance with conditions of approval.

11. Indemnification – The Owner/Applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability, the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of this project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.

12. State License – The permittee must provide a copy of a valid and current State license to operate a cannabis dispensary prior to initiating commercial business operations and must provide an updated copy whenever the license is renewed or amended. If at any time the State license expires or is revoked, the business must cease operations until a valid and current license is obtained.

13. Business License – The permittee shall obtain and maintain a City of Marina business license.

14. Posting of Permits and Licenses – The permittee shall conspicuously display, within the interior of the building near the entrance, a copy of the State License, the conditional use permit, the business license, and any other documentation required as proof of right to operate a cannabis dispensary on the premises.

15. Inspection Access – At any time and without prior notice, the business shall allow entry into the premises by the Marina Police Department, the Marina Fire Department, the Community Development Department, and any other staff, including Monterey County staff, charged with inspecting the business or enforcing the conditions of the conditional use permit. The business shall provide access to all portions of the premises as well as business records, if requested.

16. Compliance with State and Local Requirements – The permittee shall comply with all state and local requirements for operation of a cannabis dispensary, including those not listed on the conditional use permit, and as they may be amended over time.

17. Cannabis Consumption Prohibited on Premises – Cannabis shall not be smoked, ingested, or otherwise consumed on the business premises.

18. Alcoholic Beverages and Tobacco – Alcoholic beverages shall not be sold, dispensed, or consumed on the premises. Sale or consumption of tobacco is prohibited on the premises.

19. Payment of Taxes and Fees – The permittee shall pay any applicable taxes and fees due to the City in a timely manner.

20. Transfer of Permit – This conditional use permit is granted only to the applicant identified in this resolution for the site defined herein. This permit shall not be transferable to any other site or to any other person without the consent of the City.

21. Hours of Operation – The business may be open for customer-serving commercial activities between the hours of 9:00 am and 11:59 pm.

Site Security and Neighborhood Compatibility Conditions

22. Site Maintenance – The permittee shall maintain the premises' parking areas, driveways, accessways and grounds, landscaped areas, and exterior building surfaces in accordance with applicable City standards in the MMC.

23. Signage – Signage with graphics depicting cannabis is prohibited. Signage is subject to a sign permit.

24. Odor – Cannabis odors shall not be detectable outside of the facility. Prior to opening for business, the permittee shall demonstrate to City staff that odor prevention equipment is in place.

25. Security Guards and Cameras – The permittee shall maintain 24-hour security camera coverage of the premises. The premises shall be staffed by security guards to an extent sufficient to ensure the site safety and deter crime. Security guards shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel may not be armed.

26. Marina Police Department Notification – The permittee shall notify the Marina Police Department within 24-hours after discovering any breach of security.

27. Delivery – Employees delivering cannabis shall carry a copy of the following documents when making deliveries: copy of the dispensary's permits and licenses authorizing delivery service; the employee's government-issued identification; a copy of the delivery request; and chain of custody records for good being delivered.

Enforcement

28. Permit Revocation – Per MMC Section 19.08.010, the City may revoke this conditional use permit at any time for failure to comply with any state and local requirements, including but not limited to, conditions of approval and requirements regarding timely payment of taxes and fees.

Proposed Amendments to the Conditions of Approval

29. Amend COA #1 – Revise the plan set submitted on January 7, 2020, to remove the building's façade changes on page A4.12 as submitted on September 1, 2022, as shown on **"Exhibit 1"**.

30. Beautifying – Within sixty (60) days of the approval of the Conditional Use Permit Amendment by the City Council, the applicant agrees to replant and update planters along the Carmel Ave side of the building. Install plants as planter boxes, potted plants and/or hanging plants on the Del Monte Avenue frontage of their commercial space that does not obstruct access.

31. Building Minor Repairs – Within sixty (60) days of the approval of the Conditional Use Permit Amendment by the City Council the applicant agrees to make minor repairs to the front of the building overall by replacing missing wood, touching up paint and making minor repairs as needed to beautify the building overall.

32. Public Improvements Extension – Extend COA #6 *Public improvements* to the Carmel Avenue frontage and COA #7 *Parking* along Carmel Avenue for ninety (90) days from the date of expiration of January 3, 2023, to April 3, 2023.

33. Shared Parking with the Motel – Within thirty (30) days of the completion of off-site improvements along Del Monte Boulevard, the applicant shall provide the City with an executed shared parking agreement with the property owner detailing that eleven (11) parking spaces shall be shared. Further, all corresponding signs and striping must be installed within thirty (30) days of the executed shared parking agreement.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 2022, by the following vote:

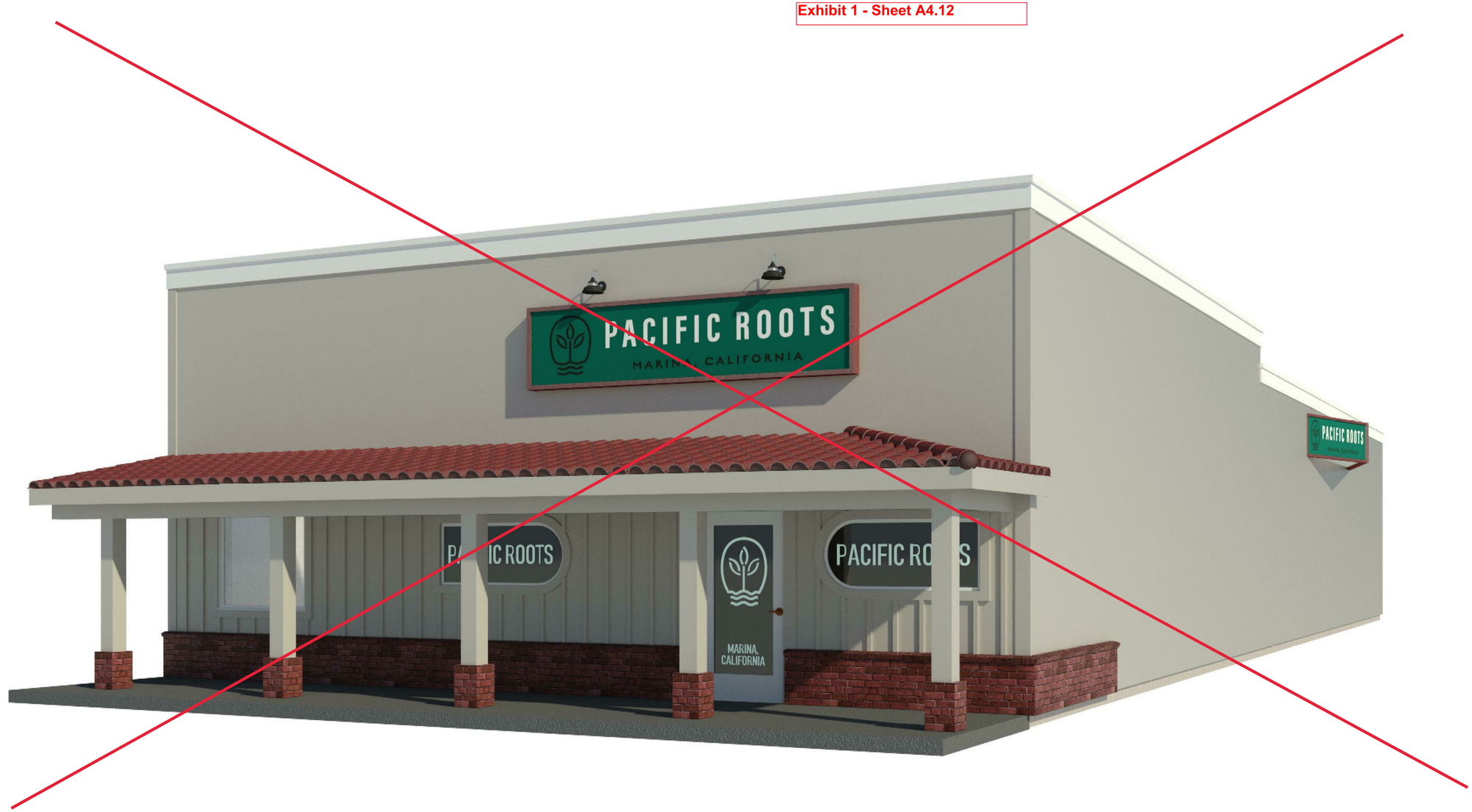
AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

Exhibit 1 - Sheet A4.12



2 (N) EXTERIOR PERSPECTIVE VIEW

SCALE: 12" = 1'-0"



1 (N) EXTERIOR ELEVATIONS - FRONT

SCALE: 1" = 10'-0"

SEAN FREITAS
ARCHITECT

(916) 580-9981
Sean@SeanFreitas.com
SEANFREITAS.COM

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF SEAN FREITAS, ARCHITECT. ALL DESIGN INFORMATION CONTAINED IN THESE DRAWINGS ARE FOR USE ONLY ON THIS SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT EXPRESSED WRITTEN PERMISSION. © 2000-2018 SEAN FREITAS ALL RIGHTS RESERVED

PROJECT: 20190505

CLIENT:
PACIFIC ROOTS - MARINA
ATTN: AARON HERRING
(MANAGING PARTNER)
1149 S HILL ST., STE 425
LOS ANGELES, CA 90015
Tel: (213) 429-7071
Email: AARON@PUZZLEGROUPLAW.COM

DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
ELEVATIONS EXTERIOR

ISSUES:

Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	10/24/19
Revision Number:	
Revision Date:	

ARCHITECT'S APPROVAL

LICENSED ARCHITECT SEAN F. FREITAS NO. C23563 REN. 7/21 STATE OF CALIFORNIA

THIS PROJECT IS NOT APPROVED FOR CONSTRUCTION UNLESS THE DRAWINGS ARE STAMPED AND WET SIGNED BY THE ARCHITECT AND THE BUILDING AUTHORITY HAVING JURISDICTION OVER THE PROJECT.

SHEET:
A4.12
SHEET: OF SHEETS

RESOLUTION NO. 2022-

A CITY COUNCIL RESOLUTION DENYING THE MODIFICATIONS TO REMOVE THE REQUIRED FAÇADE IMPROVEMENTS AND DENY AN EXTENSION FOR COMPLETION OF THE SITE IMPROVEMENTS IN CITY COUNCIL RESOLUTION 2020-65 TO JANUARY 3, 2024, FOR THE COMBINED MEDICAL/ADULT CANNABIS DISPENSARY USE AT 3100 DEL MONTE BOULEVARD (APN 032-192-018-000).

WHEREAS, on June 10, 2020, the City Council adopted Resolution No. 2020-65 approving a Cannabis CUP to allow a combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Blvd. The applicant has until January 3, 2023, to complete all Conditions of Approval (COA). To be in compliance with COA #10 *Permit Expiration*, which gives the applicant one year to complete all conditions after the date of occupancy, the following three (3) COAs below need to be completed:

1. *Substantial Compliance* – The project shall be constructed in substantial compliance with the plans submitted to the Planning Office on January 7, 2020, except as conditioned herein.
6. *Public Improvements* – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.
7. *Parking* – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners.

WHEREAS, on August 17, 2021, the City Council granted a 120-day extension, in addition to the previous 90-day extension granted by the City Manager. This extended the tenant improvements building permit deadline to January 6, 2022;

WHEREAS, on January 3, 2022, Pacific Roots finalized their tenant improvements building permit including security and safety measures and minor exterior improvements such as signs and wheelchair access. The Pacific Roots group partnered with a management company and opened as Catalyst Cannabis Dispensary (Catalyst); and

WHEREAS, on September 1, 2022, the applicant applied to amend Condition of Approval #1 and to request an extension of Conditions of Approval (COA) #6 and #7 for one additional year until January 3, 2024; and

WHEREAS, on October 13, 2022, the Planning Commission made the following recommendation:

> The Planning Commission recommends to the City Council that it DENY modifications to remove the required façade improvements and not grant an extension of the site improvements in City Council Resolution 2020-65.

WHEREAS, on November 7, 2022, Pacific Roots updated their request for the extension of the public improvements from one (1) year to three (3) months.

WHEREAS the proposed project is exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina hereby adopts a resolution to deny the modifications to remove the required façade improvements and deny an extension for completion of the site improvements in City Council Resolution 2020-65 to January 3, 2024, for the combined Medical/Adult Cannabis Dispensary Use at 3100 Del Monte Boulevard (APN 032-192-018-000) and find the project would be exempt from environmental review under Statutory Exemptions per Section 15270 (Projects which are Disapproved) of the CEQA Guidelines.

FINDINGS FOR DENIAL

The City Council finds that the proposed amendments are not in compliance with the General Plan:

General Plan Consistency

1) General Plan Policy 2.37
   "The intent of the General Plan's commercial land use policies is as follows: (1) to provide for the shopping and service needs of local residents, businesses, and persons employed within the City; (2) to attract commercial development that will strengthen the City's fiscal base; and (3) to enhance employment and other economic opportunities for local residents. The General Plan establishes four commercial categories: Retail and Personal Services; Visitor-Serving Retail and Services; Multiple-Use Commercial; and Office and Research and Development."

   Evidence: The proposed modifications will remove the required façade improvements that would help improve the commercial retail corridor along Del Monte Boulevard. Further, the one-year extension of the required site improvements would prolong the needed improvements without justification.

2) General Plan Policy 2.38
   "The land use policies of this section serve to promote the development and location of retail and other commercial personal services which adhere to the General Plan's principal goals. This entails providing locations for retail and service uses that will permit capture of a significant share of locally and regionally generated sales. It also entails providing locations that make access to such uses by foot and public transit viable and attractive as an alternative to access by private automobile, especially in the case of multi-purpose trips."

   Evidence: The project extension will result in an additional year with no safety improvements along Carmel Avenue. Therefore, accessing the site will continue to not meet current standards.

Cannabis Ordinance Consistency

3) **Section 4: Use Permit.** of the 2018 Cannabis Ordinance
"Use permits for cannabis and cannabis related uses are for one year. No property interest, vested right, or entitlement to receive a future license to operate a medical marijuana business shall ever inure to the benefit of such permit holder as such permits are revocable at any time with or without cause by the City Manager or designee subject to Section 19.09 of Marina Municipal Code shall include the following: All Use Permit holders shall also execute a Development/Operating Agreement annually agreeing to abide to all conditions of approval at all times. The City Manager or designee can terminate a Development/Operating Agreement at any time with or without reason."

Evidence: The applicant is not in substantial compliance with COA #1 and COA #6. Pursuant to COA #10, the applicant has one year after occupancy, before the permit expires if it is not in substantial compliance with all of the conditions of approval. The applicant received their building permit final and occupied the commercial space on January 3, 2022. Therefore, they have until January 3, 2023, to complete all required conditions of approval.

4) Compliance with Section 17.58.040.B
"The appropriate authority may designate such conditions in connection with the use permit as it deems necessary to secure the purposes of this title. Such conditions may include, but are not limited to, architectural and site approval, time limitations, street dedication, and street and drainage improvements. The appropriate authority may also require such bonds and guarantees as it deems appropriate to assure the compliance of the conditions."

Evidence: The applicant has until January 3, 2023, to comply with time limitations as stated in the original City Council approved the Conditional Use Permit. Further, two items remain unfinished including the public improvements and the exterior façade changes so the applicant is not in substantial compliance with COA #1 or COA #6. The City Council cannot remove the façade changes, because then the building will not meet the architectural improvements.

Modification to Condition of Approval (COA) #1

Applicant requests to remove the required façade changes from the approved site improvements.

Evidence: The exterior façade improvements are part of the original requirements of the original project and the reasons for removing are not thoroughly justified beyond cost. Therefore, the City Council cannot make findings to support the changes to the project.

Off Site Improvements

The applicant requests a ninety (90) day extension of the off-site improvements along Carmel Avenue.

Evidence: The extension for the off-site improvements along Carmel Avenue cannot be supported due to the risk to pedestrian safety.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 2022, by the following vote:

AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY OF MARINA PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE A CONDITIONAL USE PERMIT TO ALLOW A MEDICAL/ADULT USE CANNABIS DISPENSARY LOCATED AT 3100 DEL MONTE BOULEVARD (APN 032-192-018) IN THE C-1 (RETAIL BUSINESS) ZONING DISTRICT.

WHEREAS, Aaron Herzberg of Pacific Roots Marina, LLC submitted an application for a conditional use permit to operate a medical/adult-use cannabis dispensary; and

WHEREAS, the proposed project requires discretionary approval, and, per Marina Municipal Code Section 19.08.010, it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards, and intent of the Marina General Plan and Marina Municipal Code in making a recommendation on the proposed cannabis dispensary to the City Council; and

WHEREAS, on May 14, 2020, the Marina Planning Commission considered oral comments and written information concerning the proposed cannabis dispensary at a regularly scheduled Planning Commission meeting;

WHEREAS, the project is categorically exempt from the California Environmental Quality Act per Section 15301, Existing Facilities, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures and facilities involving negligible or no expansion of existing or former use.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina that it hereby recommends City Council approval of a conditional use permit for Pacific Roots Marina, LLC at 3100 Del Monte Boulevard with the following findings and conditions:

Findings

That the project:

1. Will comply with all of the requirements of the state and city, and any additional conditions of license for the operation of a cannabis dispensary.

2. Will not result in significant unavoidable impacts on the environment as the use will be conducted in an entirely enclosed building and noise and odor mitigation is planned and will be integrated into the use. In addition, no hazardous materials or systems will be utilized.

3. Includes adequate quality control measures to ensure that the dispensary would operate in accordance with industry standards with regard to security, product testing, etc.

4. Includes adequate measures that address the federal enforcement priorities for cannabis activities including restricting access to minors and ensuring that cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the state and not distributed out of state.

5. Will obtain a valid and fully executed commercial cannabis use permit pursuant to Chapter 5.76 of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations; will additionally enter into an operating agreement with the City ensuring on-going neighborhood compatibility and compliance with City regulations, as they may amended over time.

6. Will renew the cannabis use permit annually and execute a renewed operating agreement annually.

7. Will operate in good standing with all permits and licenses required by state law.

Conditions of Approval

Initial Establishment of Commercial Cannabis Operations

1. Substantial Compliance – The project shall be constructed in substantial compliance with the plans attached hereto as **"EXHIBIT A"**, submitted to the Planning Office on January 7, 2020, except as conditioned herein.

2. Lighting – Exterior Lighting Plan – All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. Prior to issuance of a building permit, the Owner/Applicant, shall submit three (3) copies of an exterior lighting plan (including a photo-metric analysis) which shall indicate the location, type, and wattage of all light fixtures and include catalog sheet for each fixture. The lighting shall comply with the requirement of the California Energy Code set forth in California Code of Regulation, Title 24, Part 6. The exterior lighting plan shall be subject to approval by the Director of Community Development-Planning.

3. Occupancy Permit – Prior to obtaining an occupancy permit and commencing commercial operations, the applicant shall schedule an inspection with Community Development Department staff to verify compliance with the conditional use permit conditions of approval. Inspections by additional City departments may be required.

4. Development/Operating Agreement – Per MMC Section 5.76.030, prior to commencing commercial operations, the permittee shall enter into a development/operating agreement with the City setting forth the terms and conditions under which the dispensary will operate, including, but not limited to, payment of fees and taxes as mutually agreed, and other such terms and conditions that will protect and promote public health, safety, and welfare.

5. Permit Modifications – The City may modify this permit at any time as needed to clarify or augment requirements of the permittee, so long as modifications do not conflict with the MMC or State laws, as they may be amended from time to time. Modifications resulting in a new permit must be executed by the City and the permittee. If the City has made modifications to the permit and requested permit execution by the permittee, the prior permit may be deemed null and void and the permittee shall cease commercial operations until completing execution of the new permit.

Public Improvements

6. Public Improvements – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.

7. Parking – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners.

Standard Cannabis Dispensary Operating Conditions

8. Right to Operate – Except as modified by required conditions of approval, the permittee shall have the right to operate a medical/adult-use cannabis dispensary, including non-storefront retail (delivery) in accordance with the conditional use permit application submitted on January 7, 2020.

9. Substantial Action Time Limit - If the permittee does not commence commercial cannabis activity in accordance with the terms of this Permit within one year of its issue date, this permit shall be deemed revoked. The City Manager or their designee may grant a 90-day extension to this time limit if the permittee can demonstrate that the delay was due to situations beyond their control, that significant progress towards establishing the use has been made, and there is cause to believe that the permittee will be ready to commence operations in accordance with the terms of this Permit within the 90-day period.

10. Permit Expiration - This permit shall have a duration of one year. The one year period shall commence upon the date of occupancy. The Community Development Department may administratively renew the permit as long as the business is operating in compliance with the MCC and the permit's conditions of approval, has paid all taxes and fees in a timely manner, and has maintained possession of a current State license to operate the dispensary. The City may perform an annual inspection of the facility in conjunction with permit renewal to confirm ongoing compliance with conditions of approval.

11. Indemnification – The Owner/Applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability, the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of this project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.

12. State License – The permittee must provide a copy of a valid and current State license to operate a cannabis dispensary prior to initiating commercial business operations and must provide an updated copy whenever the license is renewed or amended. If at any time the State license expires or is revoked, the business must cease operations until a valid and current license is obtained.

13. Business License - The permittee shall obtain and maintain a City of Marina business license.

14. Posting of Permits and Licenses - The permittee shall conspicuously display, within the interior of the building near the entrance, a copy of the State License, the conditional use permit, the business license, and any other documentation required as proof of right to operate a cannabis dispensary on the premises.

15. Inspection Access - At any time and without prior notice, the business shall allow entry into the premises by the Marina Police Department, the Marina Fire Department, the Community Development Department, and any other staff, including Monterey County staff, charged with inspecting the business or enforcing the conditions of the conditional use permit. The business shall provide access to all portions of the premises as well as business records, if requested.

16. Compliance with State and Local Requirements – The permittee shall comply with all state and local requirements for operation of a cannabis dispensary, including those not listed on the conditional use permit, and as they may be amended over time.

17. Cannabis Consumption Prohibited on Premises – Cannabis shall not be smoked, ingested, or otherwise consumed on the business premises.

18. Alcoholic Beverages and Tobacco – Alcoholic beverages shall not be sold, dispensed, or consumed on the premises. Sale or consumption of tobacco is prohibited on the premises.

19. Payment of Taxes and Fees – The permittee shall pay any applicable taxes and fees due to the City in a timely manner.

20. Transfer of Permit – This conditional use permit is granted only to the applicant identified in this resolution for the site defined herein. This permit shall not be transferable to any other site or to any other person without the consent of the City.

21. Hours of Operation – The business may be open for customer-serving commercial activities between the hours of 9:00 am and 11:59 pm.

Site Security and Neighborhood Compatibility Conditions

22. Site Maintenance – The permittee shall maintain the premises' parking areas, driveways, accessways and grounds, landscaped areas, and exterior building surfaces in accordance with applicable City standards in the MMC.

23. Signage – Signage with graphics depicting cannabis is prohibited. Signage is subject to a sign permit.

24. Odor – Cannabis odors shall not be detectable outside of the facility. Prior to opening for business, the permittee shall demonstrate to City staff that odor prevention equipment is in place.

25. Security Guards and Cameras – The permittee shall maintain 24-hour security camera coverage of the premises. The premises shall be staffed by security guards to an extent sufficient to ensure the site safety and deter crime. Security guards shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel may not be armed.

26. Marina Police Department Notification – The permittee shall notify the Marina Police Department within 24-hours after discovering any breach of security.

27. Delivery – Employees delivering cannabis shall carry a copy of the following documents when making deliveries: copy of the dispensary's permits and licenses authorizing delivery service; the employee's government-issued identification; a copy of the delivery request; and chain of custody records for good being delivered.

Enforcement

28. Permit Revocation – Per MMC Section 19.08.010, the City may revoke this conditional use permit at any time for failure to comply with any state and local requirements, including but not limited to, conditions of approval and requirements regarding timely payment of taxes and fees.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 14th day of May 2020, by the following vote:

AYES, COMMISSIONERS: Biala, Burnett, McCarthy, Amadeo, Mann, Jacobsen, Bielsker
NOES, COMMISSIONERS: None
ABSENT, COMMISSIONERS: None
ABSTAIN, COMMISSIONERS: None

_____
David Burnett, Chair

ATTEST:

_____
Christy Hopper
Planning Services Manager
City of Marina

RESOLUTION NO. 2020-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A CANNABIS CONDITIONAL USE PERMIT TO ALLOW A MEDICAL/ADULT USE CANNABIS DISPENSARY LOCATED AT 3100 DEL MONTE BOULEVARD (APN 032-192-018) IN THE C-1 (RETAIL BUSINESS) ZONING DISTRICT.

WHEREAS, Aaron Herzberg of Pacific Roots Marina, LLC submitted an application for a conditional use permit to operate a medical/adult-use cannabis dispensary; and,

WHEREAS, the proposed project requires discretionary approval, and, per Marina Municipal Code Section 19.08.010, it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards, and intent of the Marina General Plan and Marina Municipal Code in making a recommendation on the proposed cannabis dispensary to the City Council; and,

WHEREAS, on May 14, 2020, the Marina Planning Commission considered oral comments and written information concerning the proposed cannabis dispensary at a regularly scheduled Planning Commission meeting and recommended City Council consideration of a Cannabis Conditional Use Permit for the business; and,

WHEREAS, at the regular meeting of on June 2, 2020, the City Council considered the application and all public comment and found that the application meets the requirements of the Marina Municipal Code for Cannabis Conditional Use Permits as reflected in the findings below; and,

WHEREAS, the project is categorically exempt from the California Environmental Quality Act per Section 15301, Existing Facilities, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures and facilities involving negligible or no expansion of existing or former use.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby approve a Cannabis Conditional Use Permit for Pacific Roots Marina, LLC at 3100 Del Monte Boulevard with the following findings and conditions:

Findings

That the project:

1. Will comply with all of the requirements of the state and city, and any additional conditions of license for the operation of a cannabis dispensary.
2. Will not result in significant unavoidable impacts on the environment as the use will be conducted in an entirely enclosed building and noise and odor mitigation is planned and will be integrated into the use. In addition, no hazardous materials or systems will be utilized.
3. Includes adequate quality control measures to ensure that the dispensary would operate in accordance with industry standards with regard to security, product testing, etc.
4. Includes adequate measures that address the federal enforcement priorities for cannabis activities including restricting access to minors and ensuring that cannabis and cannabis products are not supplied to unlicensed and unpermitted persons within the state and not distributed out of state.

5. Will obtain a valid and fully executed commercial cannabis use permit pursuant to Chapter 5.76 of the Marina Municipal Code prior to commencing operations and must maintain such permit in good standing in order to continue operations; will additionally enter into an operating agreement with the City ensuring on-going neighborhood compatibility and compliance with City regulations, as they may amended over time.
6. Will renew the cannabis use permit annually and execute a renewed operating agreement annually.
7. Will operate in good standing with all permits and licenses required by state law.

Conditions of Approval

Initial Establishment of Commercial Cannabis Operations

1. Substantial Compliance – The project shall be constructed in substantial compliance with the plans attached hereto as **"EXHIBIT A"**, submitted to the Planning Office on January 7, 2020, except as conditioned herein.

2. Lighting – Exterior Lighting Plan – All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. Prior to issuance of a building permit, the Owner/Applicant, shall submit three (3) copies of an exterior lighting plan (including a photo-metric analysis) which shall indicate the location, type, and wattage of all light fixtures and include catalog sheet for each fixture. The lighting shall comply with the requirement of the California Energy Code set forth in California Code of Regulation, Title 24, Part 6. The exterior lighting plan shall be subject to approval by the Director of Community Development-Planning.

3. Occupancy Permit – Prior to obtaining an occupancy permit and commencing commercial operations, the applicant shall schedule an inspection with Community Development Department staff to verify compliance with the conditional use permit conditions of approval. Inspections by additional City departments may be required.

4. Development/Operating Agreement – Per MMC Section 5.76.030, prior to commencing commercial operations, the permittee shall enter into a development/operating agreement with the City setting forth the terms and conditions under which the dispensary will operate, including, but not limited to, payment of fees and taxes as mutually agreed, and other such terms and conditions that will protect and promote public health, safety, and welfare.

5. Permit Modifications – The City may modify this permit at any time as needed to clarify or augment requirements of the permittee, so long as modifications do not conflict with the MMC or State laws, as they may be amended from time to time. Modifications resulting in a new permit must be executed by the City and the permittee. If the City has made modifications to the permit and requested permit execution by the permittee, the prior permit may be deemed null and void and the permittee shall cease commercial operations until completing execution of the new permit.

Public Improvements

6. Public Improvements – In accordance with Marina Municipal Code Chapter 15.36, public improvements shall be designed and installed by the applicant or property owner to the satisfaction of the City Engineer and may include, but are not limited to, curb, gutter, sidewalk, park strip, street trees and light poles. The installation of improvements may be deferred by the City Engineer until the City Council approval of the design for Del Monte Boulevard and then completed within a time to be determined in accordance with the design.

7. Parking – Subject to approval by the Director of Community Development-Planning, final plans shall indicate either site modifications that allow for one parking space per 275 square feet of tenant floor space, or alternate means of compliance, such as an agreement with neighboring property owners.

Standard Cannabis Dispensary Operating Conditions

8. Right to Operate – Except as modified by required conditions of approval, the permittee shall have the right to operate a medical/adult-use cannabis dispensary, including non-storefront retail (delivery) in accordance with the conditional use permit application submitted on January 7, 2020.

9. Substantial Action Time Limit - If the permittee does not commence commercial cannabis activity in accordance with the terms of this Permit within one year of its issue date, this permit shall be deemed revoked. The City Manager or their designee may grant a 90-day extension to this time limit if the permittee can demonstrate that the delay was due to situations beyond their control, that significant progress towards establishing the use has been made, and there is cause to believe that the permittee will be ready to commence operations in accordance with the terms of this Permit within the 90-day period.

10. Permit Expiration - This permit shall have a duration of one year. The one year period shall commence upon the date of occupancy. The Community Development Department may administratively renew the permit as long as the business is operating in compliance with the MCC and the permit's conditions of approval, has paid all taxes and fees in a timely manner, and has maintained possession of a current State license to operate the dispensary. The City may perform an annual inspection of the facility in conjunction with permit renewal to confirm ongoing compliance with conditions of approval.

11. Indemnification – The Owner/Applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability, the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of this project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.

12. State License – The permittee must provide a copy of a valid and current State license to operate a cannabis dispensary prior to initiating commercial business operations and must provide an updated copy whenever the license is renewed or amended. If at any time the State license expires or is revoked, the business must cease operations until a valid and current license is obtained.

13. Business License - The permittee shall obtain and maintain a City of Marina business license.

14. Posting of Permits and Licenses - The permittee shall conspicuously display, within the interior of the building near the entrance, a copy of the State License, the conditional use permit, the business license, and any other documentation required as proof of right to operate a cannabis dispensary on the premises.

15. Inspection Access - At any time and without prior notice, the business shall allow entry into the premises by the Marina Police Department, the Marina Fire Department, the Community Development Department, and any other staff, including Monterey County staff, charged with inspecting the business or enforcing the conditions of the conditional use permit. The business shall provide access to all portions of the premises as well as business records, if requested.

16. Compliance with State and Local Requirements – The permittee shall comply with all state and local requirements for operation of a cannabis dispensary, including those not listed on the conditional use permit, and as they may be amended over time.

17. Cannabis Consumption Prohibited on Premises – Cannabis shall not be smoked, ingested, or otherwise consumed on the business premises.

18. Alcoholic Beverages and Tobacco – Alcoholic beverages shall not be sold, dispensed, or consumed on the premises. Sale or consumption of tobacco is prohibited on the premises.

19. Payment of Taxes and Fees – The permittee shall pay any applicable taxes and fees due to the City in a timely manner.

20. Transfer of Permit – This conditional use permit is granted only to the applicant identified in this resolution for the site defined herein. This permit shall not be transferable to any other site or to any other person without the consent of the City.

21. Hours of Operation – The business may be open for customer-serving commercial activities between the hours of 9:00 am and 11:59 pm.

Site Security and Neighborhood Compatibility Conditions

22. Site Maintenance – The permittee shall maintain the premises' parking areas, driveways, accessways and grounds, landscaped areas, and exterior building surfaces in accordance with applicable City standards in the MMC.

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24. Odor – Cannabis odors shall not be detectable outside of the facility. Prior to opening for business, the permittee shall demonstrate to City staff that odor prevention equipment is in place.

25. Security Guards and Cameras – The permittee shall maintain 24-hour security camera coverage of the premises. The premises shall be staffed by security guards to an extent sufficient to ensure the site safety and deter crime. Security guards shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel may not be armed.

26. Marina Police Department Notification – The permittee shall notify the Marina Police Department within 24-hours after discovering any breach of security.

27. Delivery – Employees delivering cannabis shall carry a copy of the following documents when making deliveries: copy of the dispensary's permits and licenses authorizing delivery service; the employee's government-issued identification; a copy of the delivery request; and chain of custody records for good being delivered.

Enforcement

28. Permit Revocation – Per MMC Section 19.08.010, the City may revoke this conditional use permit at any time for failure to comply with any state and local requirements, including but not limited to, conditions of approval and requirements regarding timely payment of taxes and fees.

PASSED AND ADOPTED by the City Council of the City of Marina at an adjourned regular meeting duly held on the 10th day of June 2020, by the following vote:

AYES, COUNCIL MEMBERS: Berkley, Urrutia, Morton, Delgado
NOES, COUNCIL MEMBERS: O'Connell
ABSENT, COUNCIL MEMBERS: None
ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Attachment 3 - Application Materials

PACIFIC ROOTS MARINA, LLC

ATTN: BRANDON GESICKI, COMMUNITY LIASON
965 Briar Cliff Dr. Santa Maria, CA 93455
Phone: (831) 206-6460 I
Email: capitolconsultingcorp@gmail.com

August 25, 2022

City of Marina
ATTN: Christy Hopper,
Planning Services
Manager
211 Hillcrest Avenue
Marina, CA 93933
Phone: {831) 884-1238
Email: chopper@cityofmarina.org

RE: Request to Modify the Cannabis Conditional Use Permit for Pacific Roots Marina, LLC, at 3100 Del Monte Blvd., Marina, CA 93933

Dear Planning Services Manager Hopper:

By way of introduction, my name is Brandon Gesicki, the Community Liaison for Pacific Roots Marina, LLC ("**Pacific Roots**"), which operates a dispensary in the City of Marina (the "**City**") at 3100 Del Monte Blvd., Marina, CA 93933 ("**310 Del Monte**"). I am writing to you today as part of our requirement to submit our annual planning application and to humbly request your approval to modify the Cannabis Conditional Use Permit ("**CUP**"). More specifically, I am asking that the CUP be modified to find that our project is in "*substantial compliance*" with our previous proposed plans and to allow for the further deferral of public works improvements required for 310 Del Monte.

Background.

As you are well aware, we were awarded our CUP on June 10, 2020, and immediately began work to bring a beautiful dispensary to the City. After almost year and a half, and over $900,000.00 in improvements later, were able to open our doors for business on January 3, 2022 fully stocked with product, workforce comprising exclusively of union employees, and with great optimism for the rewards that were sure to come.

Unfortunately, due to rising operating costs, and weakening legal market, and the proliferation of the illegal market, those rewards never came. And it saddens me to say that the store has never seen a monthly profit. To date, the store carries over $300,000.00 in operational losses and are finding it difficult to see when a profit will be made.

In addition to these significant financial burdens, we are now facing the pressure to commit to, and pay for: 1) the exterior improvements to the building, and 2) the public improvements by the end of the year. These improvements are estimated to be an additional $300,000 to

$400,000.00 of expenses that we simply cannot afford. We are now forced to decide whether it's better to shut down our operations or to keep our lights on.

We would never dream of not fulfilling the promises we made and want to make these improvements and continue to become a mainstay in the community. We have a dedicated union workforce, and every one of our them feels that they have become a part of the vibrant City. Absent these improvements, we would be willing to continue to operate at a loss in hopes that we are able to turn things around for the sake of our business and our union employees.

However, we simply need more time for the business to grow and become financially solvent before making the commitment to put another $300,000-$400,000 dollars into this project. To that end, we humbly request the following:

Deem us in Substantial Compliance with respect with the plans attached as Exhibit A to our CUP.

Pursuant to our CUP, the City required that our project be constructed in substantial compliance with the plans attached as Exhibit A to the CUP. Exhibit A outlines the plans submitted to the Planning Commission for the interior and exterior designs required to operate a compliant and functional cannabis dispensary. In addition, the plans also included exterior - or "cosmetic" – improvement to the façade of the unit occupied by the dispensary.

With respect to those design plans, we have complied in every aspect with the interior designs of those plans, including the security and safety requirements. The only aspect of those plans that remain are the cosmetic façade changes – and, as it stands, it will cost nearly $180,000.00 to change the façade of the storefront.

Our issue, in this case, is both a financial matter and a practical challenge of aesthetics. Specifically, the exterior design, while pleasant in isolation, does little to beautify the property where Pacific Roots is located. While it is true that Pacific Roots proposed an upgrade to the façade of the building in hopes of amplifying the aesthetic look of its retail dispensary, the reality is that absent a change to the entire shopping center where Pacific Roots sits, the aesthetic improvements would result in an otherwise disjointed "look" to the shopping center.

Our concerns our not just our own. Notably, during the May 14, 2020 Planning Commission Meeting, Vice Chair Biala foresaw this issue and inquired whether "[the façade improvements] would pose a challenge in that the building would then look different from the attached establishments and create a disjointed look."

In addition, the purpose of any improvement is to inure to the benefit of the City. In this case, these improvements only benefit the landowner and in no way directly benefit the health and general welfare of the City.

We therefore humbly request that the City deem us in substantial compliance with respect to the plans attached as Exhibit A in our CUP. Doing so would allow us to forgo the requirement for the "cosmetic" improvement and would save us significant financial burden and remove a fruitless undertaking that fails to benefit the City.

We understand that the City does have an interest in promoting the development of aesthetically pleasing commercial establishments. Although the exterior improvements highlighted in Exhibit A would do little to beautify the City, we are happy to work with the City to properly beautify the property. Such efforts may include landscaping, adding planters, repainting, or any other project that would please the City. We only ask that such effort is substantially less burdensome than the original plans.

Postpone the Public Improvements Requirement.

Due to the financial burdens we face, we humbly request that you postpone the public improvements requirement until next year.

Conclusion.

This approval to modify the CUP to eliminate or get a deferral on the improvements from the City will allow us to keep the doors open, employees employed, and vendors paid for a business that is struggling and in need of a helping hand.

As a show of good faith, we are happy to provide updated information of our financials each quarter to demonstrate our financial abilities.

Of course, our Community Liaison, Brandon Gesicki continues to be available to all the community's questions and concerns.

Thank you in advance for any time taken in consideration of this appeal.

Respectfully Submitted,

DocuSigned by:
BRANDON GESICKI
030EE1700E3348E...

Brandon Gesicki
Pacific Roots Marina, LLC

Attachment 3 continued

GENERAL BUILDING NOTES

SCOPE:

1.01 THE CONSTRUCTION CONTRACT RELATED TO THE WORK OF THIS PROJECT IS HEREBY MADE A PART OF THESE DRAWINGS AS THOUGH FULLY CONTAINED THEREIN.

1.02 THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL COMPLETE ALL WORK REQUIRED TO RECEIVE A CERTIFICATE OF OCCUPANCY FROM THE BUILDING OFFICIAL HAVING JURISDICTION OVER THIS PROJECT. THE SCOPE OF PERMIT COMPLIANCE WORK IS INCLUDED IN THE GENERAL CONTRACT FOR CONSTRUCTION OF THIS PROJECT. THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR AND GOVERNED BY ALL OF THE REQUIREMENTS THEREUNDER.

1.03 PRIOR TO CONTRACT APPROVAL, THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL VISIT THE PROJECT SITE, AND BY THEIR OWN INVESTIGATION, DETERMINE EXISTING SITE CONDITIONS AS TO THE QUANTITIES OF MATERIALS, LABOR HOURS, AND ANY OTHER COST ASSOCIATED WITH WORK THAT IS TO BE DONE UNDER THEIR CONTRACT AND AS REQUIRED TO PASS ALL BUILDING PERMIT INSPECTIONS. ALL MODIFICATIONS REQUIRED BY THE INSPECTION AUTHORITY SHALL BE MADE BY EACH SUBCONTRACTOR AT THEIR EXPENSE.

1.04 PRIOR TO CONTRACT APPROVAL, THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL VERIFY AND CONFIRM THE DESIGN REQUIREMENTS OF ALL NEW AND EXISTING ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS AND REPORT ANY AMBIGUITIES OR DISCREPANCIES CONTAINED IN THE CONTRACT TO THE OWNER IN WRITING. ALL MODIFICATIONS REQUIRED TO COMPLETE THE CONTRACT RESULTING FROM AMBIGUITIES OR DISCREPANCIES NOT REPORTED PRIOR TO CONTRACT APPROVAL SHALL BE MADE BY EACH SUBCONTRACTOR AT THEIR EXPENSE.

APPLICABLE LAWS, ORDINANCES, REGULATIONS AND STANDARDS

2.01 THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL CONFORM TO THE LATEST APPLICABLE, ADOPTED EDITION OF THE CALIFORNIA CODE OF REGULATIONS, TITLE-24, CALIFORNIA BUILDING CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA ELECTRICAL CODE, AND ALL LOCAL CODES AND ORDINANCES REQUIRED TO RECEIVE A CERTIFICATE OF OCCUPANCY FROM THE BUILDING OFFICIAL HAVING JURISDICTION OVER THE PROJECT.

2.02 THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL PERFORM ALL WORK REQUIRED BY APPLICABLE BUILDING CODES AND REGULATIONS TO PASS ALL REQUIRED BUILDING INSPECTIONS.

PERMITS, LICENSES, INSPECTIONS AND FEES

3.01 THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PLAN REVIEW, PERMIT, LICENSE, AND INSPECTION APPROVALS. ALL FEES REQUIRED FOR APPROVAL SHALL BE PAID BY THE OWNER.

GUARANTEE

4.01 THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL GUARANTEE THAT ALL WORK REQUIRED TO CONSTRUCT THE PROJECT BE A COMPLETE WORKING SYSTEM AND SHALL OPERATE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. THE CONTRACTOR AGREES TO REPLACE, WITHOUT EXPENSE TO THE OWNER, ANY PROJECT COMPONENTS WHICH THE OWNER DETERMINES TO BE DEFECTIVE WITHIN ONE (1) CALENDAR YEAR FROM THE DATE OF FINAL CONTRACT ACCEPTANCE.

DATA AND MEASUREMENTS:

5.01 DRAWING DATA CONTAINED HEREIN IS AS EXACT AS COULD BE DETERMINED WITHIN THE PROJECT DESIGNER'S DESIGN SCOPE OF SERVICES RENDERED. AS SUCH THE ABSOLUTE ACCURACY OF THE DESIGN DATA IS NOT GUARANTEED. THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL ENDEAVOR TO OBTAIN, VERIFY AND CONFIRM EXACT DESIGN DATA ON SITE AND SUITABLY ADAPT THE WORK TO CONFORM TO EXACT CONDITIONS ON SITE. THE CONTRACTOR SHALL REPORT ANY DESIGN DATA AMBIGUITIES OR DISCREPANCIES CONTAINED IN THE CONTRACT TO THE OWNER IN WRITING. ALL MODIFICATIONS REQUIRED TO ADAPT THE WORK SHALL BE MADE BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

5.02 DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS AND ACTUAL BUILDING MEASUREMENTS TAKE PRECEDENCE OVER SCALED DRAWING INFORMATION.

5.03 DIMENSIONS TO DOORS, WINDOWS, AND OPENINGS ARE NOMINAL WIDTHS. REFER TO THE MANUFACTURER FOR ACTUAL ROUGH OPENINGS.

5.04 ALL WALL DIMENSIONS ARE NOMINAL, FACE OF STUD TO FACE OF STUD. WALL FINISH DIMENSIONS ARE NOT TAKEN INTO ACCOUNT AND ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTORS TO DETERMINE PROPER CLEARANCES.

SUBSTITUTIONS FOR SPECIFIED MATERIALS:

6.01 SPECIFIC TRADE NAMES MENTIONED IN THE DRAWINGS ARE FOR THE PURPOSES OF ESTABLISHING MINIMUM STANDARDS OF QUALITY, STYLE OR TYPE, AND SHALL NOT BE CONSTRUED TO RESTRICT SUBSTITUTIONS. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER IN WRITING WITHIN A SUFFICIENT TIME FRAME AS NOT TO DELAY PROJECT COMPLETION.

CLEAN UP AND START UP RESPONSIBILITIES

7.01 AFTER COMPLETION OF THE WORK DESCRIBED IN THEIR RESPECTIVE CONTRACTS AND PRIOR TO ACCEPTANCE, THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL THOROUGHLY CLEAN ALL EXPOSED SURFACES OF THEIR RESPECTIVE WORK COMPLETED.

7.02 AFTER COMPLETION OF THE WORK DESCRIBED IN THEIR RESPECTIVE CONTRACTS AND PRIOR TO PROJECT ACCEPTANCE, THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL THOROUGHLY TEST AND PROPERLY START UP ALL PROJECT EQUIPMENT AS REQUIRED TO SECURE AND MAINTAIN SPECIFIED EQUIPMENT WARRANTIES. THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL REVIEW ALL MANUFACTURER'S RECOMMENDED OPERATIONS PROCEDURE WITH THE OWNER PRIOR TO PROJECT ACCEPTANCE.

7.03 THE GENERAL ENGINEERING CONTRACTOR, GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL TAKE REASONABLE MEASURES TO ENSURE THAT SITE IS PREPPED AND MAINTAINED SO THAT NO EROSION TO STREET, NEIGHBORS, AND REAR LOT DRAIN OCCURS.

AREA OF WORK

10.01 THE GENERAL ENGINEERING CONTRACTOR SHALL REMOVE ALL EXISTING LANDSCAPE MATERIAL NOT PROTECTED, CONCRETE PATIOS/WALKWAYS, YARD FENCING AND POST FOOTINGS, GARAGE STRUCTURE AND FOUNDATION, AND ALL ABANDONED UTILITIES. THE CONTRACTOR SHALL REMOVE EXISTING SITE LIGHTING AND IRRIGATION SYSTEM WITHIN THE AREA OF WORK, TERMINATE/CAP-OFF DISCONNECTION POINTS, AND TURN OVER ALL EXISTING SYSTEM COMPONENTS TO THE OWNER FOR FUTURE USE. ALL TOP SOIL SHALL BE REMOVED AND STORED FOR USE IN FINISH GRADING.

HOURS OF CONSTRUCTION

11.01 NORMAL AND CUSTOMARY CONSTRUCTION ACTIVITY SHALL INCLUDE ANY CONSTRUCTION ACTIVITY CONDUCTED MONDAY THROUGH FRIDAY, 6:00 A.M. TO 8:00 P.M., AND SATURDAYS 8:00 A.M. TO 6:00 P.M., EXCLUDING FEDERAL HOLIDAYS PER CCR 6.14B.

DESIGN REVIEW FOR

PACIFIC ROOTS - MARINA

3100 DEL MONTE BOULEVARD
MARINA, CA 93933



BUILDING SHEET ABBREVIATIONS

AB	ANCHOR BOLT	FF	FINISH FLOOR	N	NORTH	T	TREAD
ADJ	ADJACENT	FIX	FIXTURE	O/	OVER	TEMP	TEMPERED
ALUM	ALUMINUM	FLUOR	FLUORESCENT	OC	ON CENTER	TOC	TOP OF CONCRETE
BM	BEAM	FP	FIRE PLACE	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	TOG	TOP OF GRADE
BOW	BOTTOM OF WALL					TOF	TOP OF FLOOR
BLKG	BLOCKING	GA	GAUGE			TOP	TOP OF PAVEMENT
BRD	BOARD	GFCI	GROUND FAULT INTERRUPTER	PB	PUSH BUTTON	TOS	TOP OF SLAB
CC	CENTER TO CENTER	GALV	GALVANIZED	PH	PHONE	TOW	TOP OF WALL
CL	CENTERLINE	GL	GLASS	PL	PLATE	TV	TELEVISION
CEM	CEMENT					TYP	TYPICAL
CER	CERAMIC	GYP	GYPSUM	POC	POINT OF CONNECTION	UCR	UNDER COUNTER REFRIG.
CJ	CONTROL JOINT	H	HIGH OR HEIGHT	PT	PRESSURE TREATED		
CLG	CEILING	HB	HOSE BIBB	R	RISER	W	WEST
CLR	CLEAR	JTS	JOIST	REF	REFRIGERATOR	W/	WITH
						WC	WATER CLOSET
CLO	CLOSET	LAV	LAVATORY	REINF	REINFORCED	WD	WOOD
CO	CLEANOUT	LB	POUND	RM	ROOM		
CONC	CONCRETE	LIN	LINEN	RWD	REDWOOD	WH	WATER HEATER
CONTIN	CONTINUOUS	LT	LIGHT	S	SOUTH	WP	WATER PROOF
						WWM	WELDED WIRE MESH
DBL	DOUBLE	MANF	MANUFACTURER	SB	SET BACK		
DF	DOUGLAS FIR	MAX	MAXIMUM	SF	SQUARE FOOT		
DI	DRAIN INLET	MC	MEDICINE CABINET	SHTHG	SHEATHING		
DIA	DIAMETER	MIN	MINIMUM	SHWR	SHOWER		
DR	DOOR	MTL	METAL	SIM	SIMILAR		
DW	DISH WASHER			SIMP	'SIMPSON'		
E	EAST			SLD	SLIDING		
EL	ELEVATION			S&P	SHELF & POLE		
EQ	EQUAL			STRUCT	STRUCTURAL		

PROJECT VICINITY MAP



REFERENCE NORTH

PROJECT LOCATION: APN:032-192-018-000
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

SHEET INDEX

Sheet #	Sheet Title
A1.11	COVER SHEET
A2.11	SITE PLAN
A3.00	AS-BUILT/DEMOLITION PLAN
A3.01	PROPOSED FLOOR PLAN
A3.11	FLOOR PLAN SECURITY PLAN
A4.11	ELEVATIONS EXTERIOR
A4.12	ELEVATIONS EXTERIOR
A5.11	ROOF PLAN & ROOF SECURITY PLAN
A7.11	INTERIOR RENDERINGS
A7.12	INTERIOR RENDERINGS
A7.13	INTERIOR RENDERINGS
A8.11	MATERIALS & COLOR SAMPLES

PROJECT DATA

APPLICABLE BUILDING CODE:	2016 CBC, CEC, CMC, CPC, CEC, CEC (ENERGY CODE), CFC, & CGBC
OCCUPANCY GROUP:	M (MERCHANTILE) - DISPENSARY
OCCUPANCY LOAD CALCULATION: 2016 CBC, TABLE 1004.1.2	TENANT SPACE SQUARE FOOTAGE: 1977 SQFT 33 OCCUPANTS
CONSTRUCTION TYPE:	TYPE VB ONE STORY NON FIRE-SPRINKLED
REQUIRED EXIT CALCULATION:	2 REQUIRED EXITS (2 SUPPLIED)
PROJECT SCOPE:	DESIGN REVIEW FOR NEW DISPENSARY LOCATED AT 3100 DEL MONTE BLVD IN MARINA, CA. INCLUDES TENANT IMPROVEMENT.

PROPERTY PROJECT DATA TABLE

BUILDING HEIGHT:	22'-6" (MAX. BUILDING HEIGHT) - EXISTING 18'-0" (AT PROPOSED PROJECT) - EXISTING
BUILDING SITE AREA:	57,656 SQUARE FEET
SITE WIDTH:	253'-2" (MAX.) 133'-2" (MIN.)
FRONT SETBACK:	25'-8" (MIN. AT MAIN BUILDING) - EXISTING 41'-4" (AT PROPOSED PROJECT) - EXISTING 5'-6" (AT MOTEL) - EXISTING
SIDE SETBACK:	9'-0" (AT MOTEL) - EXISTING 14'-9" (AT PROPOSED PROJECT) - EXISTING
REAR SETBACK:	9'-0" (AT MOTEL) - EXISTING 35'-8" (AT PROPOSED PROJECT) - EXISTING
FLOOR AREA RATIO:	22,490 SF - (E) BUILDING / 57,656 SF - SITE = 0.39 RATIO
PARKING CALCULATION:	REQUIREMENT: 1 SPACE PER 275 SF 22,490 SF / 275 = 82 SPACES (REQUIRED) 86 SPACES (EXISTING)

NOTES

THIS PROJECT TO BE COMPLAINT WITH MONTEREY COUNTY HEALTH DEPARTMENT REQUIREMENTS FOR CANNABIS RETAIL FACILITIES.

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PROJECT: 20190505

CLIENT:
PACIFIC ROOTS - MARINA
ATTN: AARON HERRING
(MANAGING PARTNER)
1148 S HILL ST., STE 425
LOS ANGELES, CA 90015
Tel: (213) 429-7071
Email: AARON@PUZZLEGROUPLAW.COM

DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
COVER SHEET

ISSUES:

Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	05-27-2019
Revision Number:	
Revision Date:	

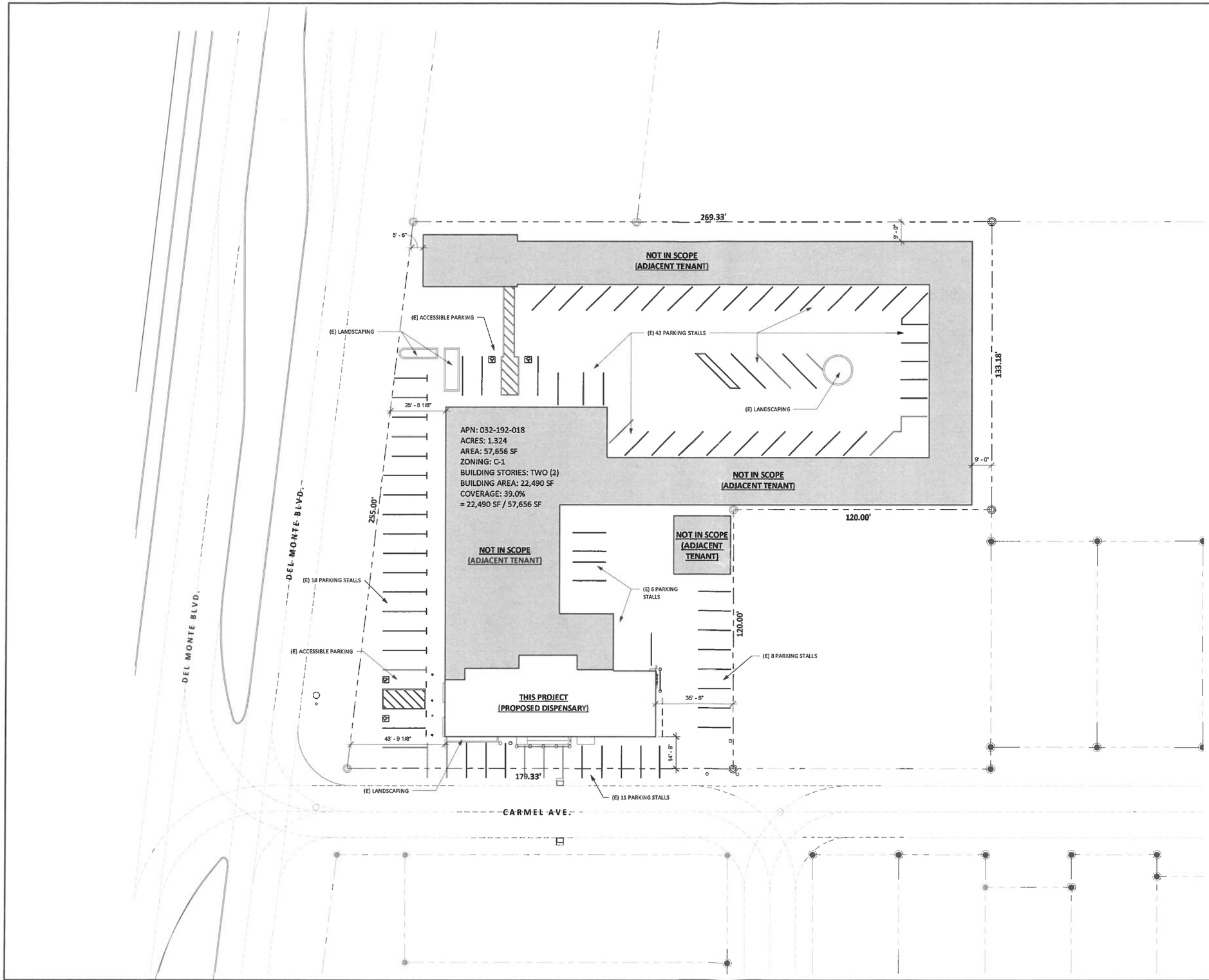
ARCHITECT'S APPROVAL

LICENSED ARCHITECT SEAN P. FREITAS NO. C23563 REN. 7/21 STATE OF CALIFORNIA

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SHEET:
A1.11
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1 SITE PLAN
SCALE: 1" = 20'-0"

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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
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MARINA, CA 93933

TITLE:
SITE PLAN

ISSUES:

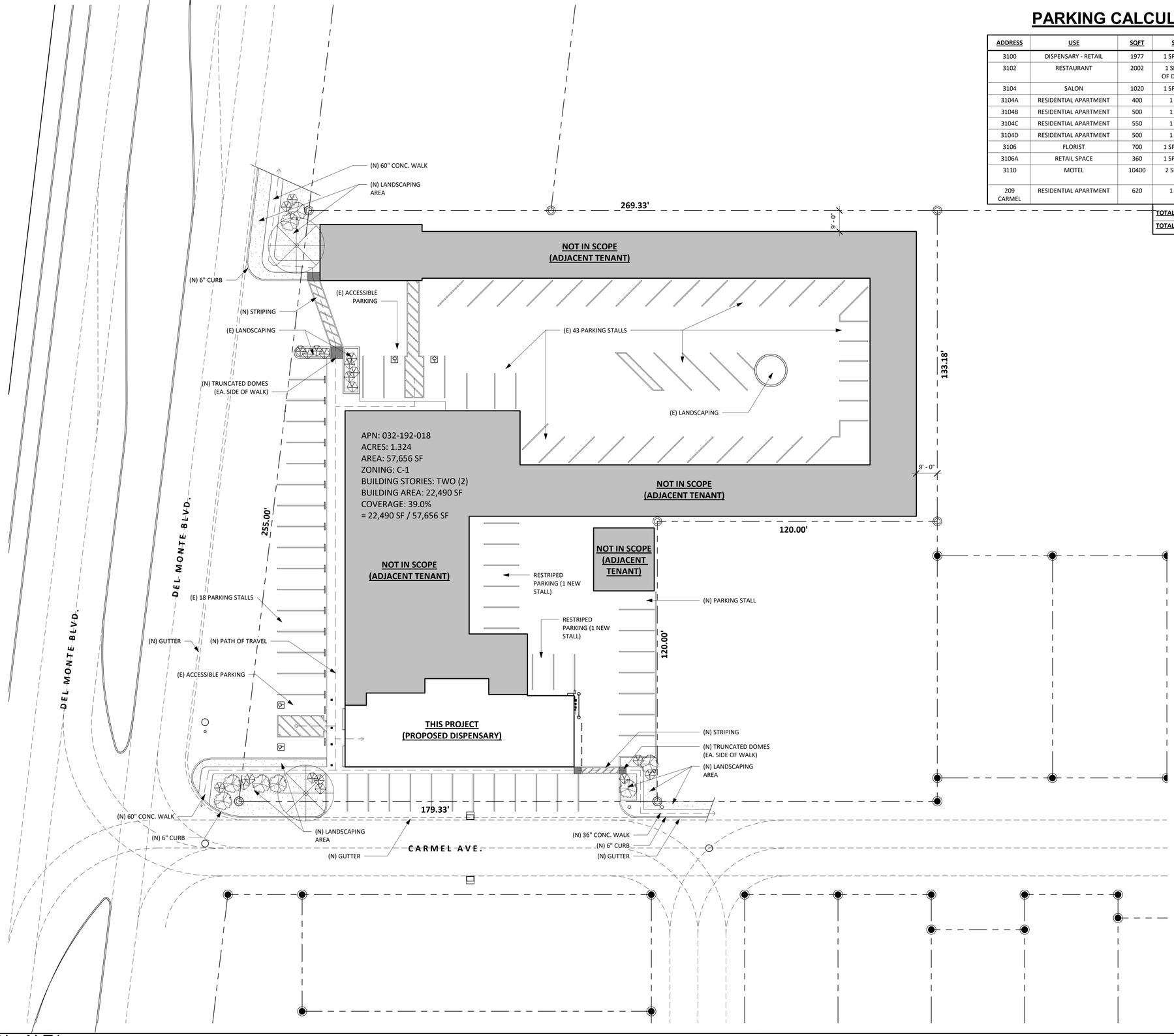
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Project Status:	DESIGN REVIEW
Sheet Issue Date:	05-01-2019
Revision Number:	
Revision Date:	

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SHEET:
A2.11
SHEET: OF SHEETS



PARKING CALCULATIONS:

ADDRESS	USE	SQFT	SPACE CRITERIA	REQUIRED SPACES
3100	DISPENSARY - RETAIL	1977	1 SPACE PER 275 SQFT	7 SPACES
3102	RESTAURANT	2002	1 SPACE PER 60 SQFT OF DINING AREA (1200)	20 SPACES
3104	SALON	1020	1 SPACE PER 300 SQFT	3 SPACES
3104A	RESIDENTIAL APARTMENT	400	1 SPACE PER UNIT	1 SPACE
3104B	RESIDENTIAL APARTMENT	500	1 SPACE PER UNIT	1 SPACE
3104C	RESIDENTIAL APARTMENT	550	1 SPACE PER UNIT	1 SPACE
3104D	RESIDENTIAL APARTMENT	500	1 SPACE PER UNIT	1 SPACE
3106	FLORIST	700	1 SPACE PER 275 SQFT	3 SPACES
3106A	RETAIL SPACE	360	1 SPACE PER 275 SQFT	1 SPACE
3110	MOTEL	10400	2 SPACES PLUS 1 PER UNIT (25)	27 SPACES
209 CARMEL	RESIDENTIAL APARTMENT	620	1 SPACE PER UNIT	1 SPACE
			TOTAL SPACES REQUIRED:	**66 SPACES**
			TOTAL SPACES PROVIDED:	**84 SPACES**

1 SITE PLAN - ALT1
SCALE: 1" = 20'-0"

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PROJECT: 20190505

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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
SITE PLAN - ALT1

ISSUES:

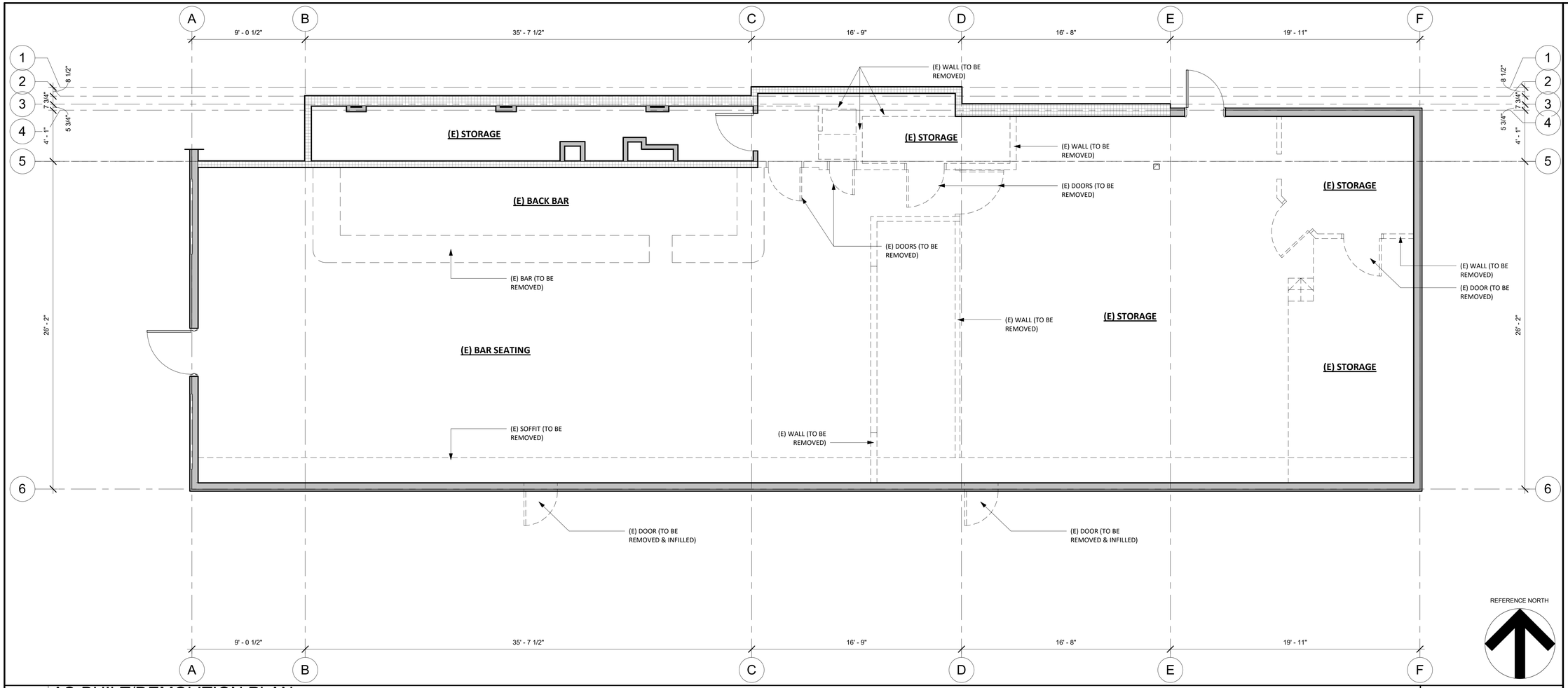
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Project Status:	DESIGN REVIEW
Sheet Issue Date:	01/07/20
Revision Number:	
Revision Date:	

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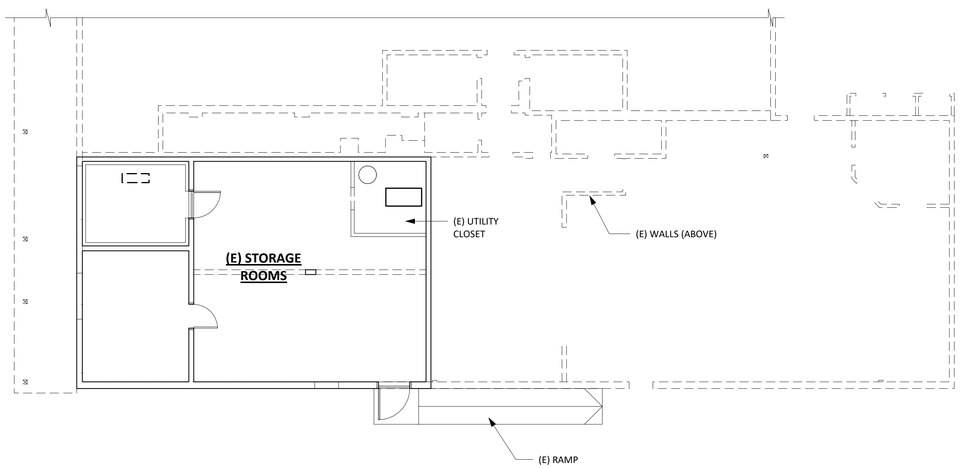
SHEET:
A2.12
SHEET: OF SHEETS



1 AS-BUILT/DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

SCALE: 0 2' 4' 8'



2 EXISTING AS-BUILT (BASEMENT LEVEL)

SCALE: 1/8" = 1'-0"

SCALE: 0 4' 8' 16'

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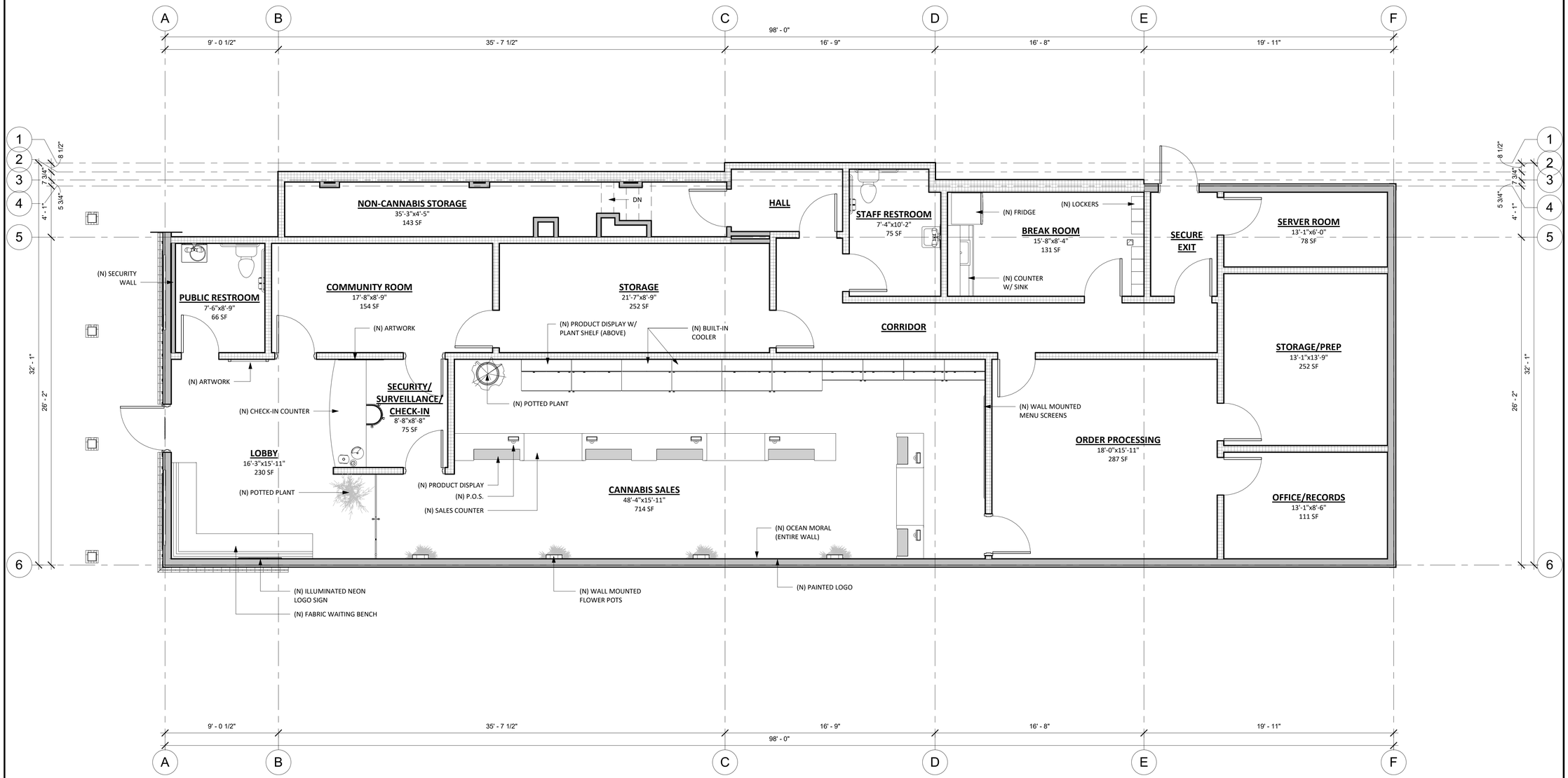
Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	05-03-2019
Revision Number:	
Revision Date:	

ARCHITECT'S APPROVAL

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SHEET:
A3.00
SHEET: OF SHEETS



1 PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

SCALE: 0 2' 4' 8'

REFERENCE NORTH

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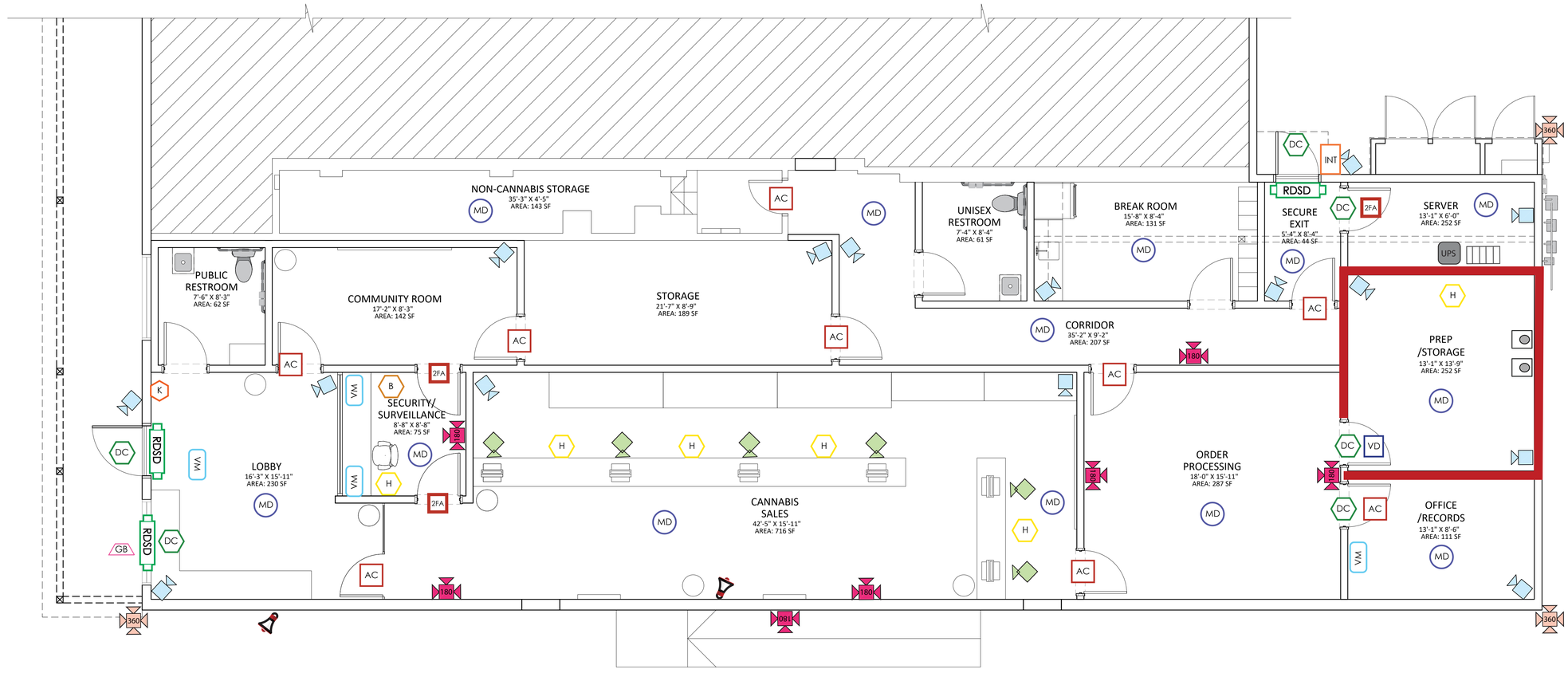
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Sheet Issue Date:	05-03-2019
Revision Number:	
Revision Date:	

ARCHITECT'S APPROVAL

LICENSED ARCHITECT SEAN P. FREITAS NO. C23563 REN. 7/21 STATE OF CALIFORNIA

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SHEET:
A3.01
SHEET: OF SHEETS



FLOOR PLAN - LEVEL 1

SCALE: 0 4'

1

360	2MP POS Overhead Camera	6
	2 MP Indoor Fixed IP/IR Camera	15
180	5 MP Panaromic 180-degree IP/IR Camera	7
360	5 MP Fisheye 360-degree IP/IR Camera	3
VM	Video Surveillance Camera Monitor	4
K	Alarm Arming Keypad	1
MD	PIR Alarm Motion Sensor	13
B	Door Buzzer for Remote Entry	1

2FA	Two-Factor Authentication AC Device	3
VD	UL Rated Vault Door with Group 1 Lock	1
	UL Rated Burglary-Resistant Fireproof Safe	2
	Security Equipment Storage Rack	1
	100 Decibles Audible Interior/Exterior Siren	2
INT	Video/Intercom System	1
UPS	Uniterruptible Power Supply	1

AC	Access Control Device (Keycard PIN Biometric)	9
H	Emergency Holdup/Duress Alarm Button	6
DC	Magnetic Door Alarm Contact	6
GB	Glass Break Alarm Sensor	1
	Vault Wall	1
RDSD	Roll Down Security Door	3

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PROJECT: 20190505

CLIENT:

NEW TENANT IMPROVEMENT FOR:
AARON HERZBERG
(DISPENSARY)
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLES:
FLOOR PLAN - LEVEL 1

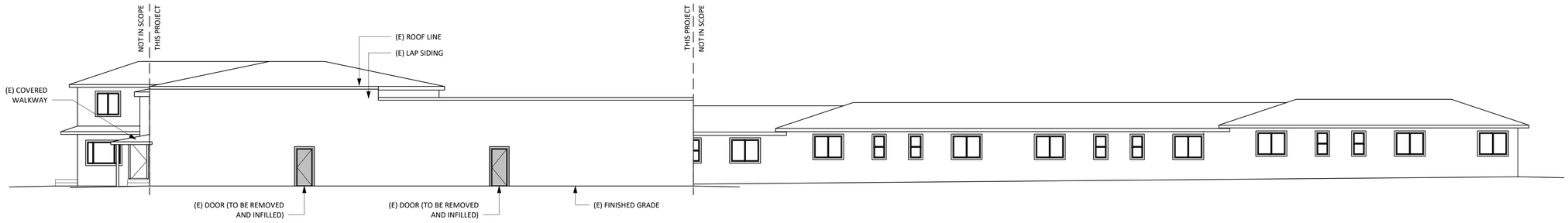
DATE: 5/24/2019

DESIGN REVIEW DRAWING

NOT FOR CONSTRUCTION

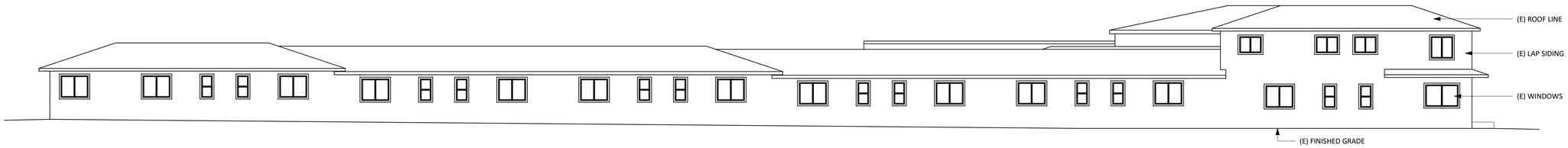
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SHEET:
A3.11
SHEET: OF -- SHEETS



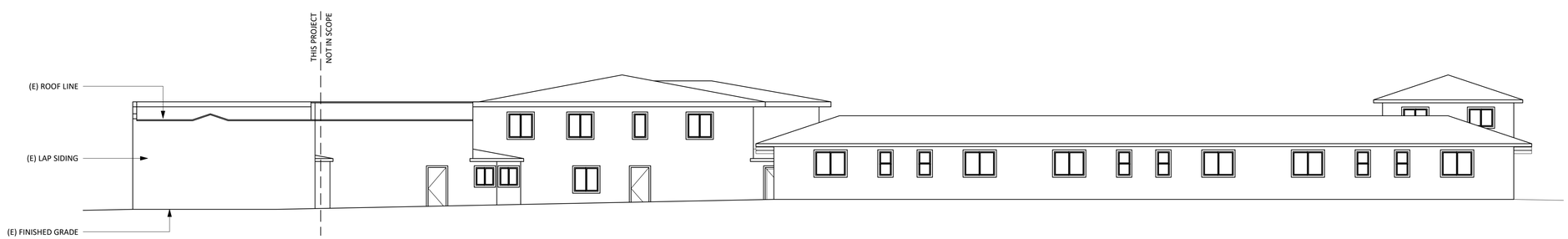
4 (E) EXTERIOR ELEVATIONS - RIGHT

SCALE: 1" = 10'-0"



3 (E) EXTERIOR ELEVATIONS - LEFT

SCALE: 1" = 10'-0"



2 (E) EXTERIOR ELEVATIONS - REAR

SCALE: 1" = 10'-0"



1 (E) EXTERIOR ELEVATIONS - FRONT

SCALE: 1" = 10'-0"

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PROJECT: 20190505

CLIENT:
PACIFIC ROOTS - MARINA
ATTN: AARON HERBERG
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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
ELEVATIONS EXTERIOR

ISSUES:

Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	05-03-2019
Revision Number:	
Revision Date:	

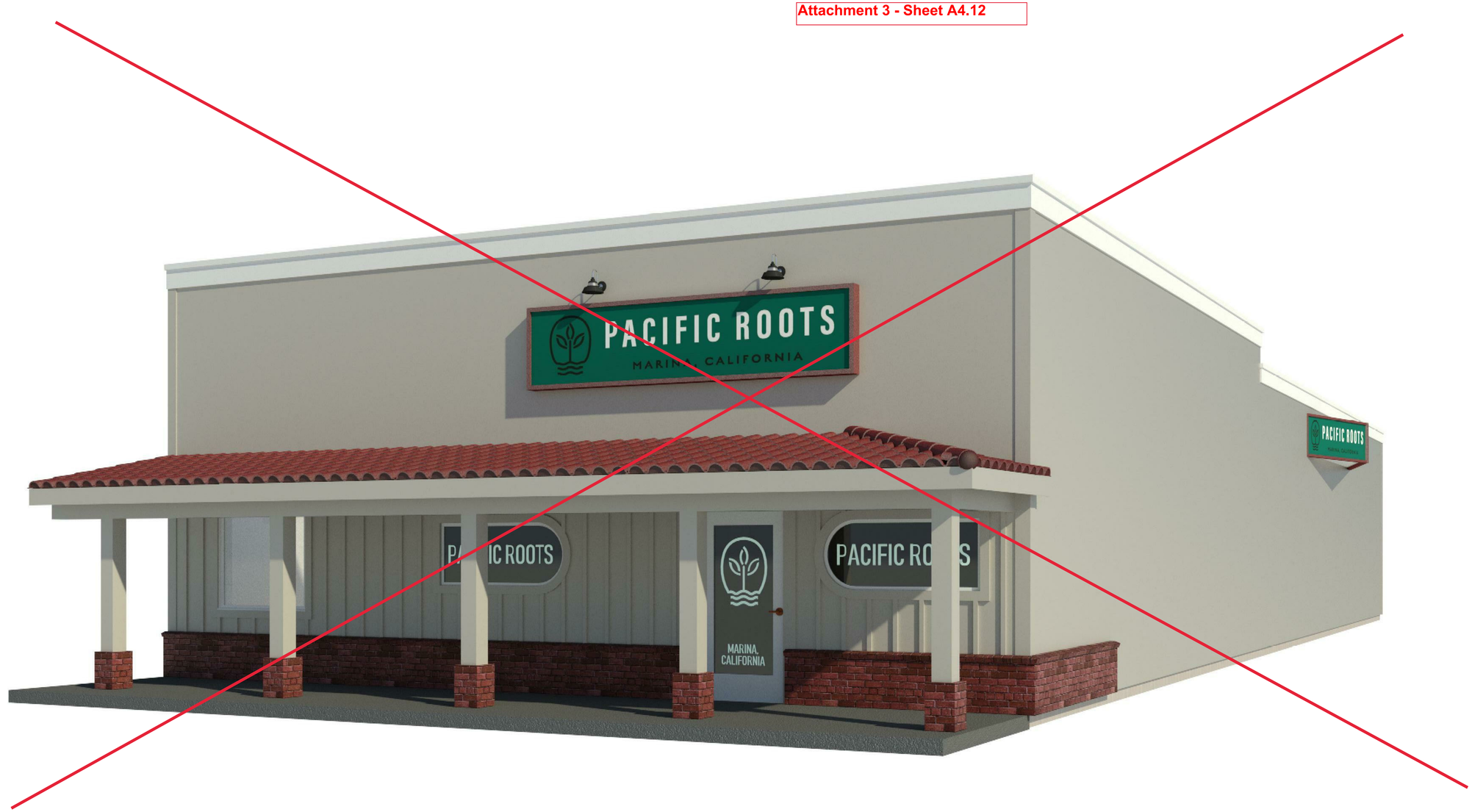
ARCHITECT'S APPROVAL

LICENSED ARCHITECT SEAN P. FREITAS NO. C23563 REN. 7/21 STATE OF CALIFORNIA

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SHEET:
A4.11
SHEET: OF SHEETS

Attachment 3 - Sheet A4.12



2 (N) EXTERIOR PERSPECTIVE VIEW

SCALE: 12" = 1'-0"



1 (N) EXTERIOR ELEVATIONS - FRONT

SCALE: 1" = 10'-0"

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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
ELEVATIONS EXTERIOR

ISSUES:

Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	10/24/19
Revision Number:	
Revision Date:	

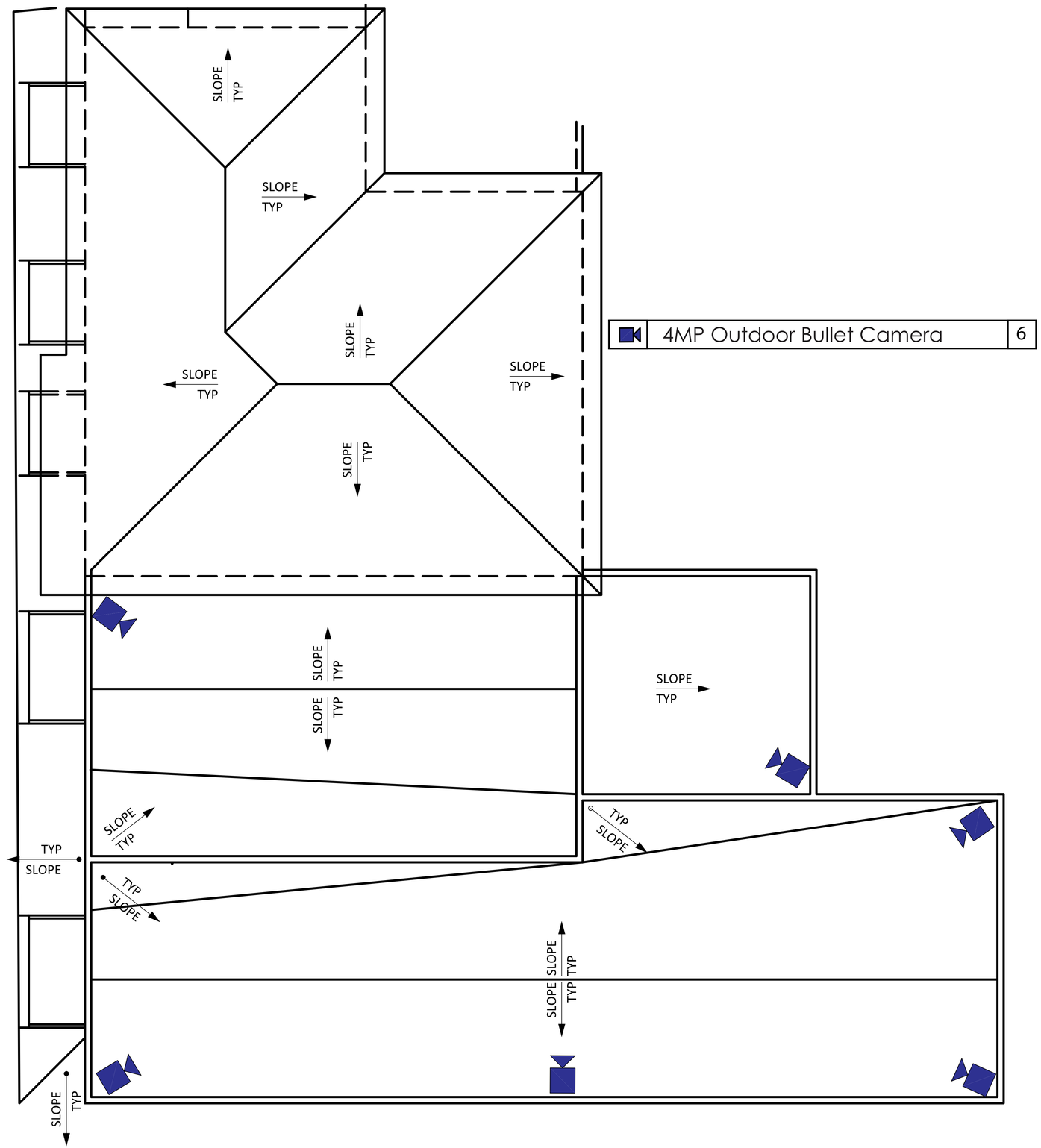
ARCHITECT'S APPROVAL

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SHEET:
A4.12
SHEET: OF SHEETS

SAPPHIRE
RISK ADVISORY GROUP



4MP Outdoor Bullet Camera | 6

PROJECT - ROOF PLAN | SCALE: 0 16' | 1

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PROJECT: 20190505

CLIENT:

NEW TENANT IMPROVEMENT FOR:
AARON HERZBERG
(DISPENSARY)
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLES:
PROJECT - ROOF PLAN

DATE: 5/23/2019

DESIGN REVIEW DRAWING

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SHEET:
A5.11
SHEET: OF -- SHEETS



LOBBY VIEW (TOWARDS SALES ROOM & CHECK-IN)



LOBBY VIEW (TOWARDS SALES ROOM & CHECK-IN)



LOBBY VIEW (TOWARDS SALES ROOM & CHECK-IN)

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PROJECT: 20190505

CLIENT:
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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
INTERIOR RENDERINGS

ISSUES:

Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	05/27/19
Revision Number:	
Revision Date:	

ARCHITECT'S APPROVAL

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SHEET:
A7.11
SHEET: OF SHEETS



SALES VIEW (TOWARDS LOBBY)



SALES VIEW (FROM SALES ENTRY DOOR)



SALES COUNTER VIEW (TOWARDS SECURITY OFFICE)



SALES COUNTER VIEW (REAR OF SALES ROOM)

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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
INTERIOR RENDERINGS

ISSUES:

Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	05/27/19
Revision Number:	
Revision Date:	

ARCHITECT'S APPROVAL

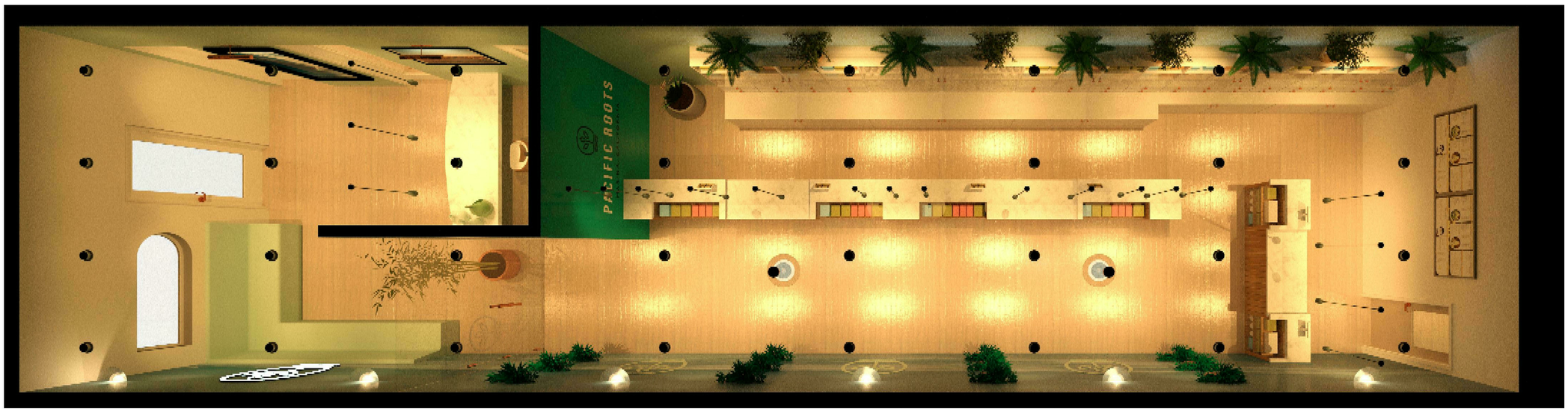
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SHEET:
A7.12
SHEET: OF SHEETS



OVERHEAD PERSPECTIVE VIEW



OVERHEAD PERSPECTIVE VIEW (ENLARGED SALES AND LOBBY)

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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
INTERIOR RENDERINGS

ISSUES:

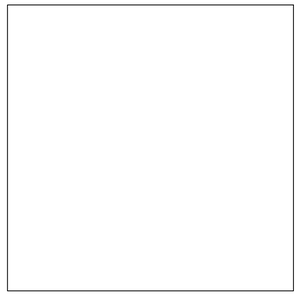
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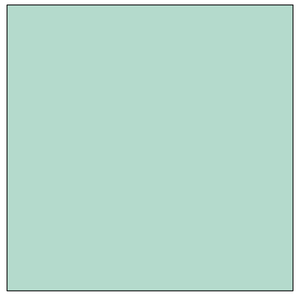
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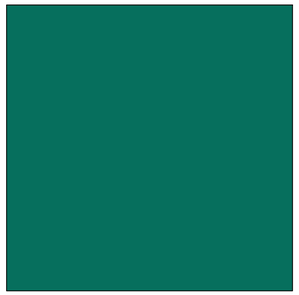
SHEET:
A7.13
SHEET: OF SHEETS



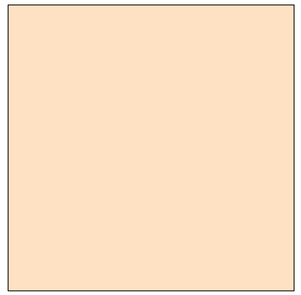
PRIMARY COLOR (CEILING & WALLS)



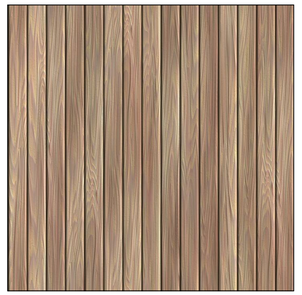
ACCENT COLOR (OBJECTS & WALLS)



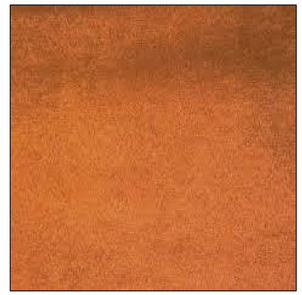
ACCENT COLOR (OBJECTS & WALLS)



PRIMARY & ACCENT COLOR (OBJECTS & WALLS)



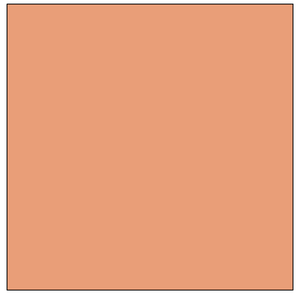
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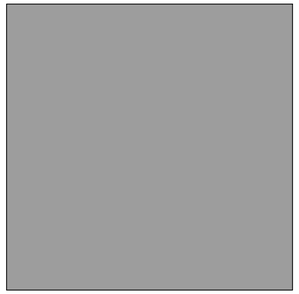
METALS



ACCENT COLOR (OBJECTS)



ACCENT COLOR (OBJECTS)



ACCENT COLOR (OBJECTS)



TILE (CHECK-IN COUNTER)



FLOORING



COUNTERTOPS



RECESSED LIGHTING



WALL SCONCE LIGHTING



PENDANT LIGHTING (SALES ROOM)



PENDANT LIGHTING (COUNTERS)



ART LIGHTING (LOBBY)

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PROJECT: 20190505

CLIENT:
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DESIGN REVIEW FOR
PACIFIC ROOTS - MARINA
3100 DEL MONTE BOULEVARD
MARINA, CA 93933

TITLE:
MATERIALS & COLOR SAMPLES

ISSUES:

Project Issue Date:	05-27-2019
Project Status:	DESIGN REVIEW
Sheet Issue Date:	05/27/19
Revision Number:	
Revision Date:	

ARCHITECT'S APPROVAL

LICENSED ARCHITECT SEAN P. FREITAS STATE OF CALIFORNIA NO. C23563 REN. 7/21

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SHEET:
A8.11
SHEET: OF SHEETS

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

Thursday, October 13, 2022 **6:30 P.M.**

DRAFT
REGULAR MEETING MINUTES OF
PLANNING COMMISSION

Marina City Council Chambers
211 Hillcrest Avenue
Marina, CA

1. Call To Order

Meeting started at 6:30pm

2. Roll Call & Establishment of Quorum

Present: Chair Nancy Amadeo,Vice Chair Brian McCarthy, Hyunsoo Hur, Surinder Rana, Richard St. John, Audra Walton, Glenn Woodson

3. Moment Of Silence & Pledge of Allegiance

Chair Amado gave the pledge of allegiance.

4. Special Announcements and Communications from the Floor

Announcements of special events or meeting of interest as information to Board and Public. At this time any person may comment on any item, which is not on the agenda. Please state your name and address 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 the next agenda. Planning Commission 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 Planning Commission.

5. Ex Parte Communication Disclosures

In the context of any public hearing or action items that come before the Planning Commission (PC), ex parte communications are those which occur outside the formal hearing process. If such contacts do occur, the substance of the communication must be disclosed to all interested parties in advance of any public hearing or testimony to allow rebuttal. Written ex parte communications must be forwarded to the Community Development Director so that they can be disclosed to the entire Commission and the public.

6. Informational Items

7. Consent Agenda

Background information has been provided to the Planning Commission 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 Planning Commission 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. Planning Commission Action Minutes

September 22, 2022

Motion (Chair McCarthy/Rana) Motion to approve the Action Minutes for August 25, 2022.

The motion was then put to a vote.
Ayes (7):
Noes (0): None
Recuse (0); None
Absent (0):
Abstain (0): None

The motion passes with 7-0-0-0-0 vote

B. Open a Public Hearing, take public testimony, and consider a recommendation to the City Council to adopt a resolution approving amendments to Article 2, Title 17, Sec. 17.12.060 of the Marina Municipal Code (MMC) pertaining to height limits in the Residential Multi-Family (R-4) zoning district. The proposed amendment is exempt from environmental review per Section 15061(b)(3) of the CEQA Guidelines Presented by Senior Planner Alyson Hunter.

Open Commissioner comments-none

Opened Public hearing-none

Motion (St.John/Walton) Motion to approve the height limit and the number of stories be restored as stated in the code.

The motion was then put to a vote.
Ayes (7):
Noes (0): None
Recuse (0); None
Absent (0):
Abstain (0): None

The motion passes with 7-0-0-0-0 vote

C. Open a Public Hearing, take public testimony, and re-consider adopting a corrected Resolution recommending City Council approval of amendments to Articles 1, 2, and 4 of Title 17 of the Marina Municipal Code (MMC) pertaining to Small and Large Family Child Care Homes, Day Care Centers, Supportive Housing, and Conditional Use Permits for Multi-Family Housing. No

other changes are proposed. The proposed amendments are exempt from environmental review per Section 15061(b)(3) of the CEQA Guidelines Presented by Senior Planner Alyson Hunter

Commissioner comments-non
Public Hearing-none

Motion (Walton/Hur) Motion to accept the staff report for supportive housing and go along with staff recommendations.

The motion was then put to a vote.
Ayes (7):
Noes (0): None
Recuse (0); None
Absent (0):
Abstain (0): None

The motion passes with 7-0-0-0-0 vote

8. Public Hearings

Time will be set aside during the Public Hearing to receive oral comments on all items listed as Public Hearings. Staff will present the project brought forth for Planning Commission consideration and possible action and answer
questions from the Planning Commissioners. The applicant will then have the opportunity to raise any issues. The public will then be invited to approach the podium to provide up to four (4) minutes of public testimony.

A. Open a Public Hearing, take public testimony, and consider making a recommendation to the City Council that it approve the proposed modifications to remove or extend exterior improvement requirements from the Conditional Use Permit 2019-03 and City Council Resolution 2020-65 allowing a medical/adult use cannabis dispensary at 3100 Del Monte Blvd (APN 032-192-018-000). This project is exempt from environmental review per Article 19, Section 15301 of the CEQA Guidelines Presented by Associate Planner Nick McIlroy

Questions from the commission

Vice Chair McCarthy: Question about parking that states that there will be an employee parking agreement. Will customers be able to park in the motel and does code differentiate between customers and employees or is this just for the agreement?

Associate Planner Nick McIlroy responded: It does specify whether it will be shared for commercial tenants. The assumption is that it will be for customers or employees or anyone that needs to park there. All corresponding signs and striping must be installed withing thirty days of the executed parking agreement.

Vice Chair McCarthy: The space to the right of the Honda. Did the city sign off on the two additional spots that were created?

Associate Planner Nick McIlroy responded; The space will be removed because there will be a sidewalk there. We only required the two handicapped spaces.

Vice Chair McCarthy: If the license were to expire is staff aware of anyone else who wants participate in this license procedure?

Associate Planner Nick McIlroy responded: The city council makes the final action of this item. The planning commission makes a recommendation to the city council to deny or modify staff recommendations of use permit then that will go to the city council. If the city council decides to deny this amendment, it will mean that city manager will not be able to affirm that they are in full compliance with conditions of approval of their use permit.

CDD Persicone responded: If the commission makes a recommendation one way or the other and the council sustains or overturns it and doesn't give an extension, then the applicant would not be in compliance. Then the ordinance has a detailed policy that the applicant would go through the process and a lottery process as to who would get the license. The city council is the deciding body.

Commissioner Walton recused herself from this item as she was involved in one of the cannabis submittals a few years ago. If a commissioner does this, they need to shut off their video and mute themselves.

Chair Amadeo: Can Commissioner Walton speak at the public hearing as long as she is not trying to persuade anyone?

CDD Persicone responded: If we were in person, Commissioner Walton could come up to the dais and say I am speaking as the public not as a commissioner, but it is better just to leave the building all together.

Applicant Blake Hogan Project Manager for Pacific Roots Marina gave a presentation on the item.

Commissioner Rana: How is the beautification improvements related to the profit of the business?

Applicant Blake Hogan responded: Façade improvements would be costly to us as we are already at a loss. Facade improvements would be a hinderance. By adding additional costs, it would hinder the ability to move forward in the business.

Commissioner Rana: What is the proposed timeline to complete the revised improvements and how much extension are you needing in your conditional use permit?

Associate Planner Nick McIlroy responded: They are allowed 60 days from the decision of city council for beautification, minor repairs and planters. Site/public improvements would be until January 3, 2024 which is one year from their original deadline but it depends on when City Council approves it.

Applicant Blake Hogan responded: We will go with staff recommendations to complete both facade improvement within the 60 day timeline and public works improvements by January 3, 2024.

Vice Chair McCarthy: Condition 20 talks about transfer of permit and no permit shall be transferred without consent of the city. When this body first approved design review of this, it was a Pacific Roots brand with an ocean theme and blue colors throughout and a lot has changed, so what happened? Was there a transfer that went through the city?

Applicant Blake Hogan responded: The owners of Pacific roots Marina LLC decided to partner with management and brought on Catalyst to help out management with day to day operations and work with a management agreement in terms of using our branding as well as using our knowledge of catalyst but there was no ownership change came. I am a project manager and catalyst is a management company that works with all three owners and they agreed to work with a name change. No ownership changed just came on as a management company.

Vice Chair McCarthy: When we approved pacific roots, we had a talk about what their logo meant. What is the meaning behind the catalyst logo?

Applicant Blake Hogan responded: Not much. The delta symbol means change; Catalyst is just the logo and marketing liked the upside-down A.

Vice Chair McCarthy: Delta 8 and 9 are different descriptors.

Applicant Blake Hogan responded: Yes its coincidental, but the delta was more of a symbol of change because this business is a change of how things have been for a long time.

Open Public hearing 7:18pm, closed at 7:18pm

Back to Commissioner comments

Vice Chair McCarthy: With the transfer of permit and through no fault of Catalyst, it is extremely disingenuous the way this has happened and maybe this is a fault in our ordinance and maybe we need to come back and look at what a transfer really means and how when we approve a business where we say that it cannot transfer but send us something different than what was approved. Maybe we need to have a discussion with staff to a second look at our ordinance.

The staff reports stated that all the interior improvements were completed. The body approved a design that had an ocean theme and different colors. The business has their door open a majority of the time and the window have no treatments on them and you can see right into the business. The interior just has white walls and this is not what this body approved. The concerns are that when the city council approved this lottery process of businesses applying for the 3 valuable cannabis dispensary licenses, we try very hard to be fair and have a level playing field and now we are telling a business who has gotten a 120 day extension and then has gotten a year extension that they will basically not be held to those commitments and were just discussed in the public realm. The hope is that if we deny this tonight, if the business would find the funding to make

the improvements they promised the community and that we could move forward as a community and that the business would stay. But if they are not able to do that, Vice Chair McCarthy is not personally prepared to approve a motion that allows improvements to be kicked down the road another year. This process is years in the making from the time the city started talking about cannabis dispensaries and applicants started showing interest. That is a long time and is interested in businesses that want to contribute to that community and he hopes it is catalyst and they can make do on the improvements that were originally discussed and if not, then he hopes that the city can open it up and see if anyone can do that. Or maybe catalyst will come back with new improvements that are not as robust.

Commissioner Hur: Vice Chair McCarthy touched on what she wanted to say. When we gave an extension to the cannabis dispensary there were a lot of applicants present who did not get selected and the applicant talked about favoritism to other. Wants to make the commissioners and public aware that we are not doing a favor to the existing owners. Has similar concerns as Vice Chair McCarthy about all the extensions that we have given and what is our limit so that we will be seen as fair to everyone

Commissioner Rana: Agrees with McCarthy that we need to be more deliberate on this

Commissioner Woodson: Is not disturbed with the process. He is concerned with the whole façade. The concern is that linking improvements to development of the bigger revitalization are we not setting a precedent for any change for any facilities. If we are accepting it here, then why aren't we accepting it for other facilities and issues that came before the planning commission and city council over the last year. Why are we making an exception here and put our foot down in other places. The revitalization plan is not in place, so we have no driver. Is it because it is a maintenance improvement or this is not driven by any development laws. So why are we are allowing to do it, if changes are only going to be made to half of the facility, then what are we trying to present on this corridor? What are we trying to achieve by allowing a delay? If we are allowing a delay which will bring us into an overall more compliant facility that will meet what we want or the overall revitalization of the entire corridor, then he is more willing to agreeing to a delay. If we are just doing it to create a delay to provide a better business environment while making improvements, then he's not sure that he agrees with that. If this delay going to allow us to bring us into compliance with what we are trying to put into place with the new revitalization plan, is this delay going to allow us to do that?

CDD Persicone responded: As planners we can only enforce what is on the books. Commissioner Woodson has pointed out that the downtown plan has been going on for quite a while. It would be challenging to make the customer comply with the plan when it hasn't even been adopted yet and probably won't get adopted for at least another year to year and a half depending on how much outreach we need to do. The plan might change because there are a lot of subjective elements to the plan that must be removed by state and big chunks to the plan that have to be rewritten. It would be hard for him to tell the customer that you must comply with this document that will have substantial changes made to it.

Commissioner Woodson: If we approve a delay which will now take it out another year, and the customer is ready to make the changes, would the intent of the developer be that we know that we are asking for a waiver again and the new revitalization plan will be in

place and if it is in place, the customer will agree to meet the revitalization efforts. He will not agree to the delay if they fall back on the old standards. He wants a change made to the façade and want them to meet the long-term goals of the revitalization.

CDD Persicone responded: There are two parts to this problem, the road improvements which are more tied to the downtown plan and then there are the improvements to the actual building. How do we modify it but do it in a way that is respectful of the building. We are trying to make recommendations that are consistent with the general plan. We want to encourage small businesses in Marina, but it is tied to a downtown plan that hasn't been adopted yet.

Commissioner St. John; There is a significant material change in the design that was proposed years ago by the pacific roots owner to what has already been build and interior design by the catalyst management group. It is not new ownership, but it is definitely not what was approved years ago. Adding a year delay is due to current economic conditions of the business. He voiced his non-support of this type of extension

Chair Amadeo: Concerns about asking for an extension because they have business issues making profit in a business takes a long time and understands that but is concerned about lack of site improvements. What are we actually approving and why? She does not share the same concerns of the interior. Planning commission was told that they could consider the interior design unless the interior had an impact on the exterior of the building like an open space. It has to have an impact to health and welfare. And now the changes do not have an impact to the health and welfare of the public. The Planning Commission is concerned with land use and is it compliant with the general plan and the site plan, is it compliant with what has already been approved and what will happen at the end of that year. If they are already having financial difficulty, is extending it a year actually allowing them to make the changes or are we just extending the eventual demise of a business. When the council looked at cannabis businesses in Marina, before coming up with an ordinance, we hired HDL to see how many dispensaries would be successful in our community and they said one, but we actually approved three. The response from the Mayor was, "well, some are going to go out of business". Through this process, we are setting ourselves up for losing multiple businesses and allowing someone to stay in business when they are requested to make these changes in their permit for strictly financial reasons does not make sense. We are not here to support local businesses so they can stay open a little bit longer. There is a time where every business has to cut their losses and what is the best way for them to do it. That is not our decision, but it is our decision to allow them to go forward.

Vice Chair McCarthy: Ongoing concern about the interior design. Maybe staff can come back with more legal advice and education for the commissioners on what the law says we can do. It is very nuanced; the ordinance might say no signs outside the building but you have the big sign inside the building that has the same affect. Can you control that? Would like to learn more about that.

Motion (McCarthy/Rana) Motion that the planning commission make a recommendation to the city council that it deny the modifications to remove the required façade improvements and grant an extension of the site improvements and the city council

resolution 2020-65. And have staff come back and let commission know if having the sign approved at staff level was by mistake or by design.

The motion was then put to a vote.
Ayes (6):
Noes (1): Woodson
Recuse (1): Walton
Absent (0):
Abstain (0): None

The motion passes with 6-0-1-0-0 vote

Commissioner Woodson: Spoke on why he voted no. If he had wanted to make an amendment to it or requested additional information and he asked a question and applicant Blake Hogan it did not get to respond. Procedurally woodson has two questions. 1, if he had an amendment, how would he apply that and 2. The applicant never got a chance to reply

Chair Amadeo responded: If you have an amendment, you just literally jump in and say you have a friendly amendment.

CDD Persicone responded: Since this is a potential loss of someone's license, Karen will be doing detailed minutes and Commissioner Woodson's comments will be in the minutes

Chair Amadeo: Concerned that the applicant never got to respond to the question

CDD Persicone responded: The motion has already been voted on and approved, but we can go back and have the applicant answer the question.

Commissioner Woodson: If we approve the delay and that then took us into when it came up for construction that the building support plan of that is in place, would they meet the new revitalization guidelines or would they then try to meet the requirements that are in place today when the extension was approved?

Applicant Blake Hogan responded: The issue that we will work on is that if it gets approved at the same time to your point, is working with landlord at that time because we are a corner of it and Del Monte is the complete other side and there are other tenants in there so if one side is being combined to the other that would be the goal. The reason that he cannot answer at this time what would that look like in terms of our side of the improvements vs the whole part of the del Monte side. We are a tenant of one section of Mortimer center the hope is that a year later we would have to work with the landlord and changing the parking as well as other things.

Commissioner Woodson: For the planning commission, the question would then become if the landlord has a tenant facility change and we have the new plan in place and approved for the redevelopment of the facility side. Who becomes responsible that is stays in conforming use, the tenant or the landlord? If catalyst is one of 5 tenants in the space but we have a new conforming use in the developmental plan, how do we enforce that?

CDD Persicone responded: Some of this will get hashed out with the downtown plan and how the language in the downtown plan is written. Needs to get the affordable housing overlay done through council first.

B. Open a Public Hearing, take public testimony, and consider adopting a Resolution of the Planning Commission approving SG 2022-05 for the installation of signs at the new Starbucks store located at 200 Reservation Road (APN: 032-181-019). This project is exempt from environmental review per article 19, Section 15311 of the CEQA Guidelines presented by Contract Planner Alec Barton

Open questions from the commission at 7:57pm - none

Applicant David Ford spoke; He is her on behalf of Superior Electrical Contracting which is the sign company. He agrees with all items in the staff report and the conditions of approval. No presentation as the drawings speak for themselves.

Doug Murphy with Starbuck spoke. Excited about the project. This is the last set of permits they will need to finish the project. It's a good looking site with good signage.

Open public hearing a 7;59 and closed at 7:59pm

Questions from commissioners

Commissioner Woodson; Clarification that we are reusing the old sign. The main square will be translucent white with standard green Starbucks logo and a rectangle underneath that say drive through and that will be the same translucent with the green letters.

Applicant Doug Murphy responded Drive through letters are black and at night the lights will illuminate as white. So it will be reversed.

Commissioner Woodson; that is a lot of white. Usually the drive through sign is black with white letters. This is not consistent with signs in the rest of the country. From a consistency perspective, wonders why you decided to go with something that does not seem to be traditional across the rest of the country. Is frustrated that a developer that has deep enough pockets, when they started the construction of this, and in between transition period when the old burger closed and the day you started construction and there was significant pushback from the community that was posted online, you just allowed that entire facility to get run down and overgrown. It was suggested that you put up fencing but that request was ignored. Finally you put up fencing, but like every other contractor in our city who has put up fencing and some kind of screen around it to hide the construction, you have just allowed the entire thing to be seen. As you just stated, this is a key entry way to our city and you have allowed it for 4 months to sit and look the exact way it is and that is very distressing that you say one thing about it being the gateway to our city but then have treated that property and the city, in a terrible position for the last 4 months since you closed Burger King and started the construction.

Applicant murphy responded; Addressed the fencing first. We didn't take possession of the site. There was a transfer not ownership but of possession of the site, not ownership. We did not have possession for 4 months. He was not aware that the city was concerned about

the well being of the site. Mayor Bruce Delgado reached out to Murphy in early august via email. Murphy responded that same day and they got their construction crew out there as soon as possible to put a fence up in about a week turn around. He apologized that they were not aware of the condition of the site. For some of the time is was Starbucks who was in charge and some of the time it was Burger King. The simply were not aware. Not sure if Bruce Delgado relayed some of the information to the planning department or not. He apologized and said they are happy to be where they are now. Its been a long process.

Commissioner Woodson spoke; the turn around was quick but there was no privacy screening put up. On the drive through sign, why is the coloring reversed from the traditional Starbucks sign,

Applicant murphy responded; design standards are constantly changing and sometimes we get it wrong. There isn't a standard of dark or light. We just want to emphasize the signage so we draw customers and provide direction to them. The previous Burger King sign was predominantly white in the background. So the Starbucks sign is closer to that and more reflective of emphasizing the Starbucks brand rather than a national standard.

Vice Chair McCarthy; if this was a new site, a rounded style sign would have been used. Why choose to retrofit the sign is it cheaper or is that sign what you really want?

Applicant murphy responded: Does not have the background on why the sign was used. His thoughts are that they kept the sign because it was already existing. If they were to remove it, he's not sure if they would get another monument sign there. Signage reflects what the code of the city is. It depends on the square footage of the sign. Likely they kept the sign because they didn't want to risk losing the sign.

Motion (Woodson/McCarthy) Motion to approve as written by the staff

The motion was then put to a vote.
Ayes (7):
Noes (0): None
Recuse (0); None
Absent (0):
Abstain (0): None
The motion passes with 7-0-0-0-0 vote

9. Action Items

10. Staff Updates

Vice Chair McCarthy attended the League of California cities Planning Department meeting. He hopes that one of the commissioners will start attending the meetings. ADU laws are going from 16 to 18ft.

A bill was passed for school district to develop underutilized land into teacher housing

Chair Amadeo- league of California Cities. Commissioners should attend.

CDD Persicone; October 27, 2022 meeting no planning commission meeting. Next meeting will be November 10, 2022. There is a Cal Am Meeting on October 27, 2022. One meeting in November and one in December. Maybe December 1st might work for the commissioners. December 8, 2022 city attorney to give update to commission on new laws

Commissioner Hur; Cal am meeting will be on October 27th from 6-8pm at marina library

Commissioner Woodson; cancelling the October 27th so we can attend the Cal Am meeting and thank you for setting up the discussion for the developers and planners for cypress knolls. Should have received an invite to talk to the APA members.

11. Correspondence

12. Adjournment

Meeting was adjourned at 8:17PM

Keith Higgins

Traffic Engineer

January 12, 2021

Trinh Retterer, Land Use Specialist
JRG Attorneys at Law
318 Cayuga Street
Salinas, CA 93901

Re: Pacific Roots Parking Demand Management Analysis - With Conversion of Restaurant to Retail, Marina CA

Dear Trinh,

As you requested, this letter is an update to the October 19, 2020 letter that summarized a parking demand/supply analysis for the proposed Pacific Roots Cannabis in Marina, California. The project will be located in an existing building at the northeast corner of the Del Monte Boulevard / Carmel Avenue intersection in a space that is currently occupied by a restaurant/night club. Other existing uses in the building include a restaurant, hair salon, florist, liquor store and other retail space. Five apartments are also located on the study property. A 24-room motel is located immediately to the north that is a part of the subject parcel under the same ownership as the retail building and apartments. **Exhibit 1** shows the location of the project site. **Exhibit 2** shows the current project site plan. The update involves the conversion of the 2,002 square-foot restaurant to a retail use in order to reduce the overall parking demand.

As a part of any Use Permit at the property, the City of Marina is requiring implementation of standard frontage improvements including curb, gutter, and sidewalk along the project frontages of both Carmel Avenue and Del Monte Boulevard. These improvements, incorporated into the total on-site parking supply discussed earlier, would result in the removal of existing on-street perpendicular parking spaces along both streets. The resulting project site plan with frontage improvements and elimination of existing perpendicular parking spaces is included as **Exhibit 3**.

This letter analyzes the adequacy of the parking supply and recommends methods to address it.

A. PROJECT COMPONENTS

The proposed project is a 1,977 square foot marijuana dispensary. The other existing uses in the project building are as follows:

1. Restaurant – 2,002 square feet
2. Salon – 1,020 square feet
3. Apartments – 5 units
4. Florist – 700 square feet
5. Retail – 360 square feet
6. Liquor Store – 2,770 square feet

In addition, a 24-room motel plus manager's unit is located directly north of the project building.

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B. PROPOSED AND REQUIRED PARKING SUPPLY

A total of 19 perpendicular parking spaces are currently located within the project site along the project's Del Monte Boulevard frontage. However, the parking aisle is located entirely with the public right of way. In order to comply with the City of Marina requirement to construct standard curb, gutter, and sidewalk along this frontage with on-site parking separated from the public street, these spaces will be eliminated. They will be replaced by 8 on-site parallel parking spaces, resulting in a loss of 11 parking spaces. The 8 on-site spaces along Del Monte Boulevard would be accessed via a new driveway on Carmel Avenue adjacent to the Del Monte Boulevard / Carmel Avenue intersection that connects to a new parking aisle parallel to Del Monte Boulevard that also connects to the existing motel parking driveway.

A total of 12 perpendicular spaces are also currently located partially within public right of way along Carmel Avenue adjacent to the project site. The City of Marina is requiring their conversion to 5 parallel spaces within the public right of wayas part of standard curb, gutter, and sidewalk improvements.

A total of 14 spaces are currently provided in the parking area east of the existing mixed-use building. They include 12 spaces in a parking lot and two spaces within a two-car garage underneath one of the apartments. They are accessed via an existing driveway on Carmel Avenue. These spaces would not be affected by the required frontage improvements.

The 38-space motel parking lot is a separate parking area accessed directly off Del Monte Boulevard. The City of Marina improvements would not affect the total number of spaces at the motel.

A total supply of 60 on-site spaces, which is a net reduction of 11 on-site parking spaces serving the project area, will result from the implementation of City-required frontage improvements as summarized in **Table 1** below.

Location	Existing	After City-Required Frontage Improvements	Net Change
1. On-Site Supply			
a. Along Del Monte	19	8	-11
b. East of Building	14	14	0
2. Motel Supply	38	38	0
On-Site Total	**71**	**60**	**-11**
3. On-Street (Carmel) - Not Included in Project Parking Supply	12	5	-7
Total Available	**83**	**65**	**-18**

Table 1 – Project Parking Supply Summary

C. GROSS PARKING REQUIREMENT

Exhibit 4 summarizes the gross required parking spaces per the City of Marina municipal code (Section 17.44). The estimated parking requirement for the most recent uses at the site would include a restaurant/night club in the proposed Pacific Roots spaces, which would require 20 spaces. The other site uses (i.e., other restaurant, retail, and apartments) would require an additional 43 spaces. The adjacent motel would require an additional 26 spaces. A gross total of 88 spaces are required for the project area with no credit for hourly variations in peak parking demand for the existing mix of uses in the project area.

A total of 7 spaces would be required for Pacific Roots, which is a reduction of 13 spaces from the 20 spaces required for the restaurant/night club. A gross total of 75 spaces would be required for the project area with the replacement of the restaurant/nightclub with the cannabis dispensary.

The building owner is proposing to restrict the remaining restaurant space, which is currently vacant, to retail use only. This would further reduce the parking requirement for that space from 20 spaces to 7 spaces. The gross parking requirement would have a corresponding reduction from 75 spaces to 62 spaces. **Exhibit 4** indicates that the parking deficit would be reduced to 3 spaces. Assuming that the 5 parallel spaces that will be provided along Carmel Avenue are available, a surplus of 2 spaces would occur in gross parking supply in the immediate project vicinity.

Table 2 below summarizes the required number of spaces with the existing perpendicular parking along Del Monte Boulevard and current and recent uses at the project site, the deficit in on-street parking supply is 17 spaces. With the conversion of the restaurant/nightclub to Pacific Roots the deficit would be reduced to 4 spaces. The conversion of both restaurant spaces to retail would result in a gross surplus of 9 spaces.

Parking Supply Option	Gross Required Spaces	With City Frontage Improvements		Existing On-Site Parking Supply	
		Provided Spaces	Surplus/Deficit	Provided Spaces	Surplus/Deficit
Project Site with Existing Night Club					
On-Site Supply Including Motel	88	60	-28	71	-17
Project Site with Proposed Pacific Roots					
On-Site Supply Including Motel	75	60	-15	71	-4
Project Site with Proposed Pacific Roots and Conversion of Restaurant to Retail					
On-Site Supply Including Motel	62	60	-2	71	9

Notes:
1. Gross Required Spaces are the total number of parking spaces required per City of Marina parking standards as indicated on **Exhibit 3**.
2. "With City Frontage Improvements" refers to frontage improvements required by the City of Marina.

Table 2 – Gross Parking Adequacy Summary

If the required City frontage improvements were implemented with the existing land uses a gross deficit of 28 spaces would be experienced. The conversion of the restaurant/nightclub to the proposed Pacific Roots cannabis dispensary would reduce the gross deficit to 15 spaces. Although this still would not provide adequate parking, the cannabis dispensary will result in lower parking demand that will better facilitate the City's objective of incorporating standard street improvements along the project frontage. Finally, limiting the second restaurant space to retail only as described above would result in a deficit of 2 spaces. This would be a significant improvement in parking operations but would still represent a slight deficit based on gross parking requirements.

D. SHARED PARKING ANALYSIS

The gross parking requirement described in Section C does not account for varying peak parking demand by the complementary uses in the project area. For example, the peak parking demands for the motel and apartments occur at night when the retail and restaurant spaces are closed. Similarly, the peak retail and restaurant parking demands occur during the day when very few people are at home or in a motel room.

To better assess the potential peak parking demands of the project site, a shared parking analysis has been prepared for the project. A shared parking analysis assesses parking demand on a project site assuming that most or all parking spaces are shared by the various mixed uses throughout the day.

The shared parking analysis assumes that the maximum parking demand for each use corresponds with the current City of Marina municipal code. The hourly variations in parking occupancy for each use corresponds with the default hourly parking demand percentages quoted in *Parking Generation,* 5th Edition, Institute of Transportation Engineers, 2019.

Five of the six apartment spaces, including the two spaces in the garage, are assumed to be dedicated for apartment occupant use only. Thus, the share parking analysis assumes that these five apartment spaces are occupied throughout the day and not available for shared parking by the other site uses. The sixth space, as a visitor space, would be open for use by non-apartment users.

In addition, the 25 motel parking spaces required by the City of Marina Municipal Code are also assumed to be reserved in the 38-space motel parking lot. These are therefore designated as 100% occupied throughout the day and not available for shared use by on-site retail spaces including Pacific Roots. This is a worst-case assumption. The remaining 13 parking spaces will primarily be utilized as retail employee parking with incidental retail customer parking.

The motel operator may prefer to have the entire 38 spaces in the motel parking lot as a shared parking lot between motel guests and retail employees and occasional customers. If this is the case, there will be a greater number of surplus parking spaces because the motel will have little or no parking demand in the afternoon when there is peak retail demand.

Exhibit 5 contains the 24-hour parking demand by hour for each of the site uses. This is based on the percentage occupancies tabulated in **Appendix A**. The upper third shows the total parking demand for each hour of a typical day including the existing restaurant/night club. The middle third shows comparable

data including the proposed project (dispensary). The lower third also shows comparable data, but with the existing restaurant space converted to general retail space.

With the existing restaurant/nightclub continuing to occupy the proposed Pacific Roots space and loss of on-street parking from the proposed frontage improvements along Carmel Avenue and Del Monte Boulevard there would be a deficit of about 27 spaces at 6pm, which is the time of peak parking demand.

As indicated by the spreadsheet in the middle third of **Exhibit 5**, the proposed cannabis dispensary would reduce on-site peak parking demand by 14 spaces (from 87 to 73). This would more than offset the net loss of 11 parking spaces resulting from the elimination of parking along the project area street frontages. However, there would be a deficit of 13 on-site spaces at 6pm.

The conversion of the second restaurant to general retail space would further reduce on-site peak parking demand by 14 spaces (from 73 to 59). This would result in a peak parking surplus of 1 space. Peak on-site parking demand can be fully accommodated on the project site during all 24 hours of the day. No off-site or on-street parking would be required to fully accommodate the project parking demand. Again, this assumes that the motel has 25 reserved parking spaces. If the motel spaces can be shared with retail uses, the surplus would be much greater.

E. CONCLUSION

The proposed cannabis dispensary will nearly substantially mitigate the loss of parking serving the study project resulting from the loss of parking along the frontage that is being required by the City of Marina. However, the parking supply would not be adequate even with the sharing of parking spaces between the cannabis dispensary, the other retail and residential uses, and the adjacent motel. However, if the second on-site restaurant space is restricted to general retail space, the entire on-site parking demand can be accommodated by the proposed on-site parking spaces with one surplus space. No additional parking supply would be required.

F. RECOMMENDATIONS

It is recommended that parking be designated as illustrated on **Exhibit 6** as described below.

1. Parking Area A – East of Retail Building

The 14 spaces in Parking Area A (East of Retail Building) should include 5 parking spaces reserved for the existing apartments in the parking area east of the retail building. Two of these spaces are in the existing garage in the separate apartment building. Three spaces are recommended to be located adjacent to the retail building near the entrance to the stairs that provide access to the second-floor apartments. The remaining space along the east side of the retail building should be reserved for a retail employee where it is not readily apparent from Carmel Avenue and unlikely to be used by retail customers. The remaining 8 spaces should be shared between retail employees, customers, and apartment visitors.

2. **Parking Area B – On-Site Along Del Monte Boulevard**

   All 8 spaces in Parking Area B, between the retail building and Del Monte Boulevard, should be reserved for retail customers.

3. **Parking Area C - Motel Parking Lot**

   The Motel parking lot should include 25 spaces reserved for the motel, including one space for each of the 24 motel rooms plus one space for retail uses. Retail employees should be required to park in Parking Area C so that the parking spaces most convenient to the retail uses in Pakring Area B are available for retail customers. Some retail customers may also park in the motel parking lot.

G. SUMMARY

The project area would have ample parking with the existing parking configuration. However, the requirement by the City of Marina to implement standard frontage improvements along Del Monte Boulevard and Carmel Avenue will result in a parking shortfall in the project area. The proposed Pacific Roots cannabis dispensary will almost fully mitigate this parking impact. The project site can completely accommodate its parking demand if the remaining 2,002 square-foot restaurant space is limited to general retail. With this change, the parking supply will fully accommodate the parking demand for all uses at the project site. A parking plan indicating the recommended designated parking spaces for the apartments, retail uses, and motel is included as **Exhibit 6**.

If you have any questions regarding the contents of this letter or need additional information, please do not hesitate to contact me at your convenience. Thank you for the opportunity to assist you with this project.

Respectfully submitted,

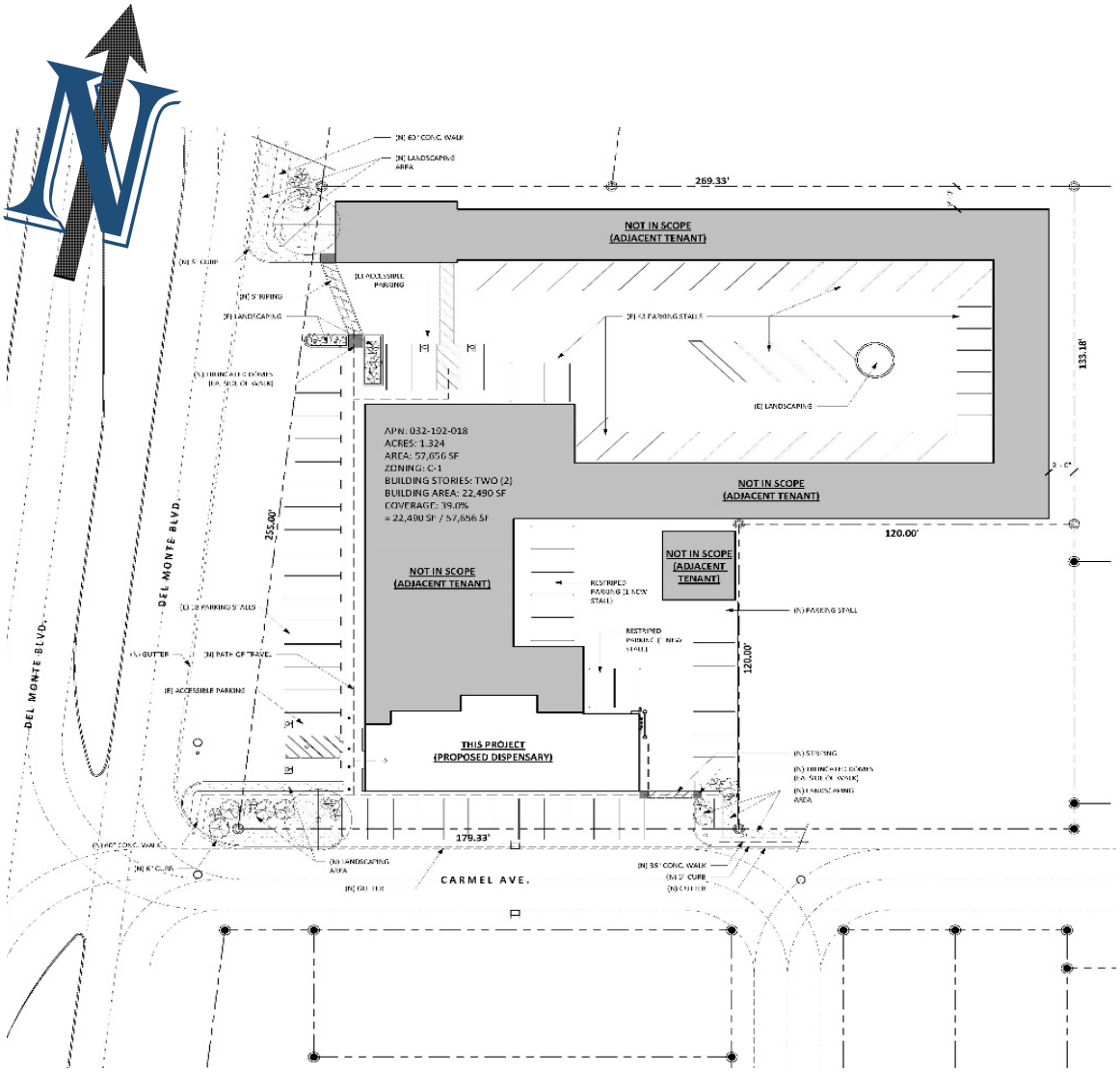
Keith Higgins

Keith B. Higgins, PE, TE

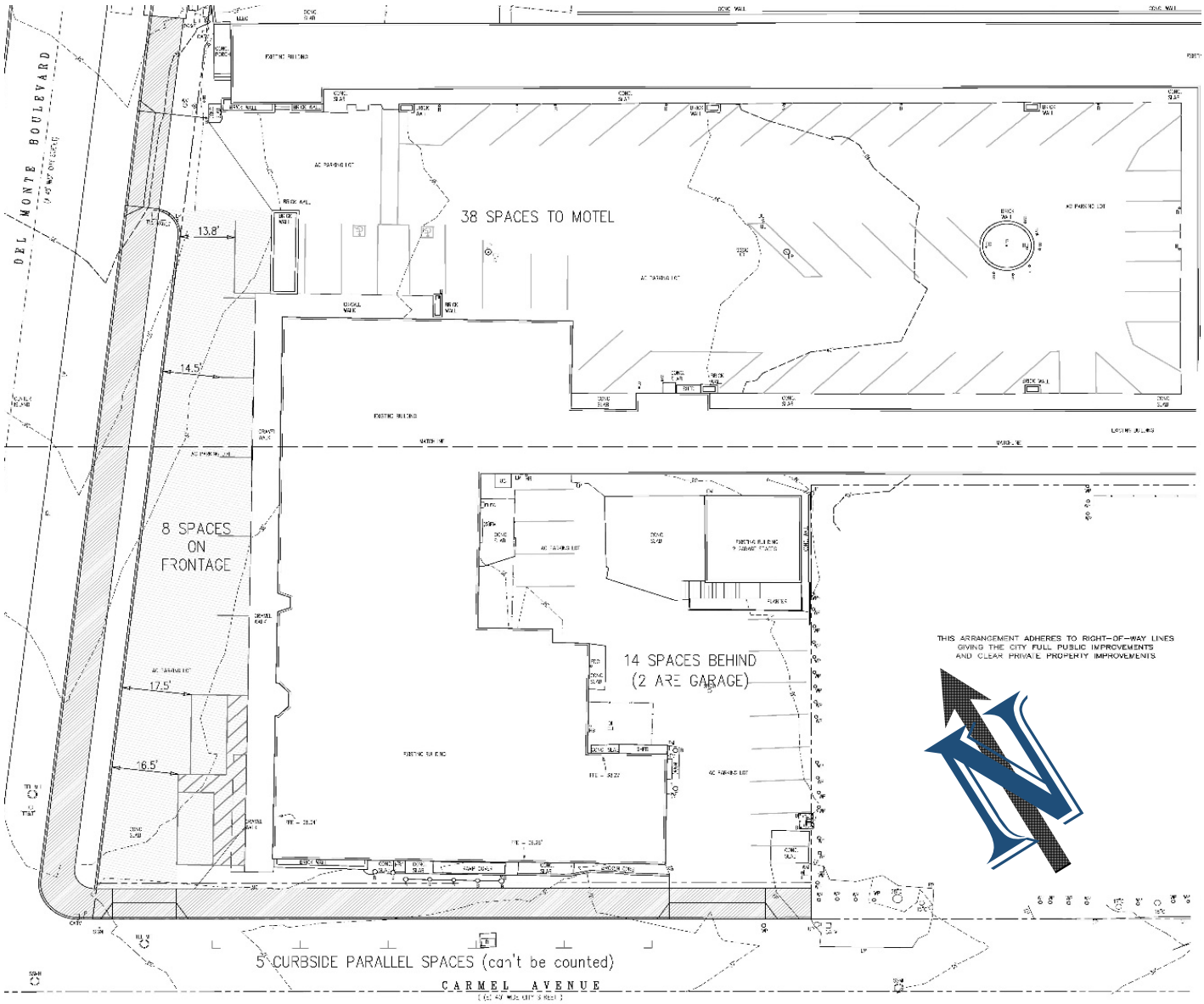
enclosures



Basemap Source: Google Maps, 2020.



Source: Sean Freitas Architect, June 2020.



Source: Monterey Bay Engineers, August 2020.

Existing Uses:

Use	Size		City Parking Standard	Required Spaces
Current Use of Project Space: Restaurant/Night Club	1,977	s.f.	1 per 60 s.f. of dining area	20
Other Site Uses: Restaurant	2,002	s.f.	1 per 60 s.f. of dining area	20
Salon	1,020	s.f.	1 per 300 s.f.	3
Apartments	5	units	1 per unit + 1 per 5 units	6
Florist	700	s.f.	1 per 275 s.f.	3
Retail	360	s.f.	1 per 275 s.f.	1
Liquor Store	2,770	s.f.	1 per 275 s.f.	10
Motel	24	rooms	1 + 1 per room	25
Gross Total:				**88**

With Proposed Dispensary:

Use	Size		City Parking Standard	Required Spaces
Proposed Project: Dispensary	1,977	s.f.	1 per 275 s.f.	7
Other Site Uses: Restaurant	2,002	s.f.	1 per 60 s.f. of dining area	20
Salon	1,020	s.f.	1 per 300 s.f.	3
Apartments	5	units	1 per unit + 1 per 5 units	6
Florist	700	s.f.	1 per 275 s.f.	3
Retail	360	s.f.	1 per 275 s.f.	1
Liquor Store	2,770	s.f.	1 per 275 s.f.	10
Motel	24	rooms	1 + 1 per room	25
Gross Total (Study Project plus Other Site and Adjacent Uses):				**75**

With Proposed Dispensary and Conversion of Restaurant to Retail:

Use	Size		City Parking Standard	Required Spaces
Proposed Project: Dispensary	1,977	s.f.	1 per 275 s.f.	7
Other Site Uses: Retail rather than Restaurant	2,002	s.f.	1 per 275 s.f.	7
Salon	1,020	s.f.	1 per 300 s.f.	3
Apartments	5	units	1 per unit + 1 per 5 units	6
Florist	700	s.f.	1 per 275 s.f.	3
Retail	360	s.f.	1 per 275 s.f.	1
Liquor Store	2,770	s.f.	1 per 275 s.f.	10
Motel	24	rooms	1 + 1 per room	25
Gross Total (Study Project plus Other Site and Adjacent Uses):				**62**

Notes:
1. s.f. = square feet.
2. City of Marina parking standards per City Municipal Code Section 17.44.

Land Use	Parking Demand (vehicles)																							
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Project Site with City Frontage Improvements and Existing Night Club																								
Existing Use																								
Restaurant/ Night Club	17	10	6	0	0	0	0	0	0	0	0	0	0	3	5	8	7	12	20	20	17	17	17	17
Other Site Uses:																								
Restaurant	0	0	0	0	0	0	0	0	0	0	3	5	19	19	10	8	7	12	20	20	17	10	6	0
Salon	0	0	0	0	0	0	0	0	0	1	2	2	2	2	2	2	2	3	3	1	0	0	0	0
Apartments	6	6	6	6	6	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	6	6
Florist	0	0	0	0	0	0	0	0	1	2	2	2	2	2	2	2	2	3	3	1	0	0	0	0
Retail	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0
Liquor Store	1	1	0	0	0	1	3	3	3	3	6	8	5	5	8	9	8	9	10	7	7	6	2	1
Adjacent Uses:																								
Motel	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Total Demand	49	42	37	31	31	32	33	33	34	37	44	48	59	62	58	60	57	70	**87**	79	71	63	56	49
Total Existing Supply	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Deficit/Surplus	11	18	23	29	29	28	27	27	26	23	16	12	1	**-2**	2	0	3	**-10**	**-27**	**-19**	**-11**	**-3**	4	11

Land Use	Parking Demand (vehicles)																							
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Project Site with Proposed Pacific Roots																								
Proposed Project:																								
Dispensary	0	0	0	0	0	0	0	1	2	3	5	6	6	6	7	6	6	6	6	2	0	0	0	0
Other Site Uses:																								
Restaurant	0	0	0	0	0	0	0	0	0	0	3	5	19	19	10	8	7	12	20	20	17	10	6	0
Salon	0	0	0	0	0	0	0	0	0	1	2	2	2	2	2	2	2	3	3	1	0	0	0	0
Apartments	6	6	6	6	6	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	6	6
Florist	0	0	0	0	0	0	0	0	1	2	2	2	2	2	2	2	2	3	3	1	0	0	0	0
Retail	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0
Liquor Store	1	1	0	0	0	1	3	3	3	3	6	8	5	5	8	9	8	9	10	7	7	6	2	1
Adjacent Uses:																								
Motel	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Total Demand	32	32	31	31	31	32	33	34	36	40	49	54	65	65	60	58	56	64	**73**	61	54	46	39	32
Total Supply	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Deficit/Surplus	28	28	29	29	29	28	27	26	24	20	11	6	**-5**	**-5**	0	2	4	**-4**	**-13**	**-1**	6	14	21	28

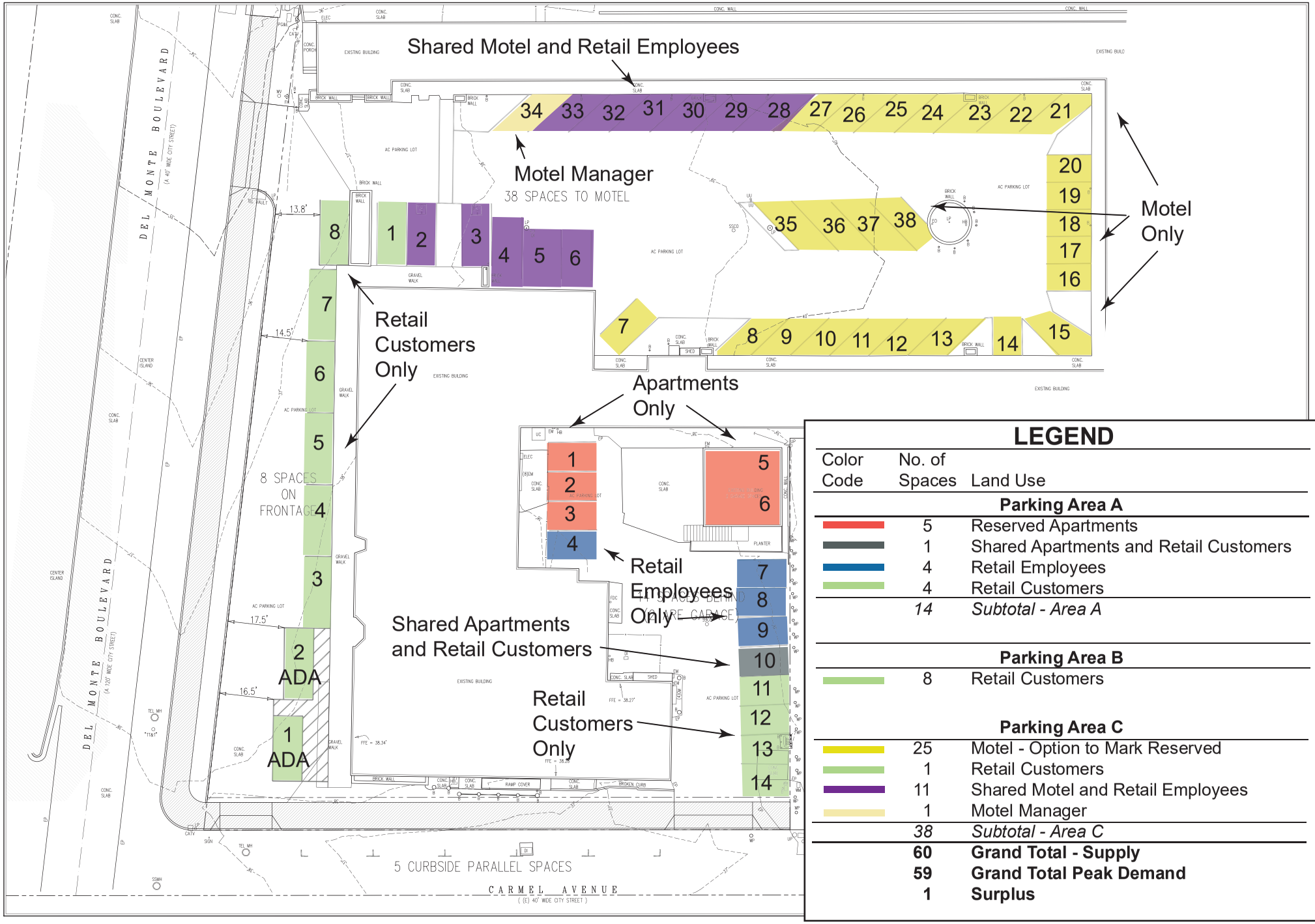
Land Use	Parking Demand (vehicles)																							
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Project Site with Proposed Pacific Roots and Restaurant Conversion to Retail																								
Proposed Project:																								
Dispensary	0	0	0	0	0	0	0	1	2	3	5	6	6	6	7	6	6	6	6	2	0	0	0	0
Other Site Uses:																								
Retail (1)	0	0	0	0	0	0	0	0	1	4	4	4	5	5	6	5	5	7	6	3	3	2	0	0
Salon	0	0	0	0	0	0	0	0	0	1	2	2	2	2	2	2	2	3	3	1	0	0	0	0
Apartments	6	6	6	6	6	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	6	6
Florist	0	0	0	0	0	0	0	0	1	2	2	2	2	2	2	2	2	3	3	1	0	0	0	0
Retail (2)	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0
Liquor Store	1	1	0	0	0	1	3	3	3	3	6	8	5	5	8	9	8	9	10	7	7	6	2	1
Adjacent Uses:																								
Motel	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Total Demand	32	32	31	31	31	32	33	34	37	44	50	53	51	51	56	55	54	**59**	**59**	44	40	38	33	32
Total Supply	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Deficit/Surplus	28	28	29	29	29	28	27	26	23	16	10	7	9	9	4	5	6	**1**	**1**	16	20	22	27	28

Notes:

1. Parking demand based on City of Marina parking standards as the maximum demand.
2. Percentage of parking demand per hour for all uses cited from *Parking Generation,* 5th Edition, Institute of Transportation Engineers, 2019, included in Exhibit 7 unless otherwise noted. Adjustments to percentages made due to open hours of non-project businesses
3. A total of 25 parking spaces will be reserved for the Motel. This is modeled as full occupancy for all 24 hours.
4. A total of 5 of the six required apartment spaces are assumed dedicated to the apartments and not eligible for sharing with other site uses. This is modeled as full occupancy of these 5 spaces for all 24 hours.
5. Peak parking demand under the proposed Project Site with Proposed Pacific Roots and Restaurant Convsersion to Retail will occur at 5 PM and 6 PM, as highlighted in **boldface text**.
6. Negative values under "Net Unoccupied" represent parking demand that exceeds parking supply.

Keith Higgins
Traffic Engineer

Exhibit 5
Hourly Project Area Parking Demand



LEGEND

Color Code	No. of Spaces	Land Use
		Parking Area A
	5	Reserved Apartments
	1	Shared Apartments and Retail Customers
	4	Retail Employees
	4	Retail Customers
	14	*Subtotal - Area A*
		Parking Area B
	8	Retail Customers
		Parking Area C
	25	Motel - Option to Mark Reserved
	1	Retail Customers
	11	Shared Motel and Retail Employees
	1	Motel Manager
	38	*Subtotal - Area C*
	60	**Grand Total - Supply**
	59	**Grand Total Peak Demand**
	1	**Surplus**

Keith Higgins
Traffic Engineer

Exhibit 6
Recommended Parking Plan

APPENDIX A
SHARED PARKING RATIOS

Shared Parking Ratios - Weekday - Project + Rest->Retail

Location	Parking Demand (vehicles)																							
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Dispensary	0%	0%	0%	0%	0%	0%	2%	8%	35%	47%	67%	82%	88%	90%	100%	80%	88%	84%	86%	35%	4%	2%	0%	0%
Retail (Var. Store)	0%	0%	0%	0%	0%	0%	0%	4%	20%	53%	55%	56%	67%	69%	80%	67%	68%	100%	87%	48%	37%	29%	0%	0%
Salon (Var. Store)	0%	0%	0%	0%	0%	0%	0%	0%	4%	20%	55%	56%	67%	69%	80%	67%	68%	100%	87%	20%	0%	0%	0%	0%
Apartment (Low)	100%	100%	100%	100%	100%	97%	90%	77%	56%	45%	40%	37%	36%	36%	37%	43%	45%	55%	66%	73%	77%	86%	92%	97%
Florist	0%	0%	0%	0%	0%	0%	0%	4%	20%	53%	55%	56%	67%	69%	80%	67%	68%	100%	87%	48%	15%	0%	0%	0%
Retail (Var. Store)	0%	0%	0%	0%	0%	0%	0%	4%	20%	53%	55%	56%	67%	69%	80%	67%	68%	100%	87%	48%	37%	29%	0%	0%
Liquor Store	10%	5%	0%	0%	0%	5%	27%	27%	27%	27%	59%	80%	54%	46%	80%	85%	83%	90%	100%	66%	71%	56%	17%	10%
Motel	100%	100%	100%	100%	100%	96%	89%	81%	72%	71%	48%	41%	29%	30%	25%	34%	43%	38%	40%	36%	56%	74%	85%	98%

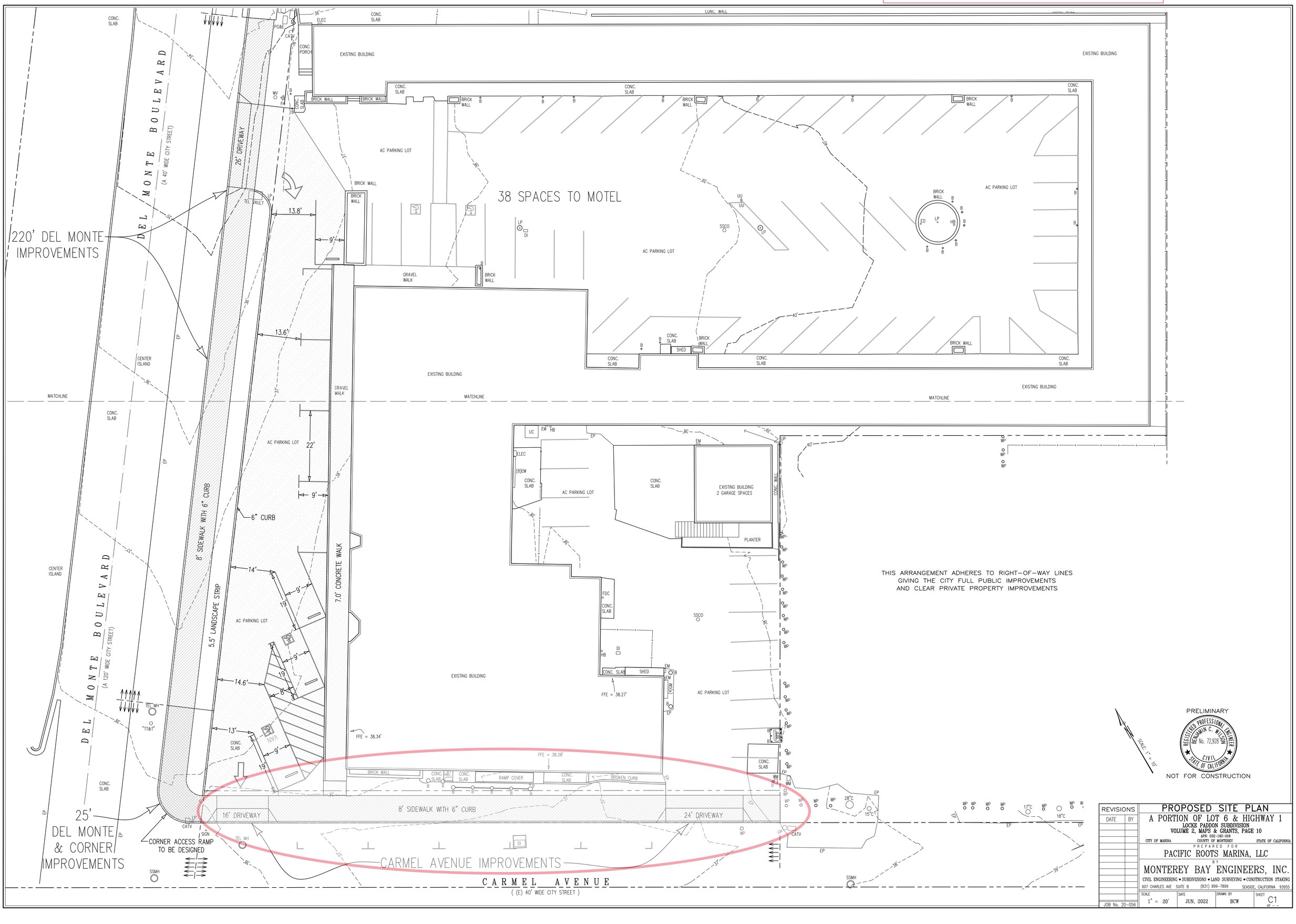
Shared Parking Ratios - Weekday - Project

Location	Parking Demand (vehicles)																							
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Dispensary	0%	0%	0%	0%	0%	0%	2%	8%	35%	47%	67%	82%	88%	90%	100%	80%	88%	84%	86%	35%	4%	2%	0%	0%
Restaurant (Hi-Tu)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	15%	25%	95%	95%	49%	39%	37%	62%	99%	100%	83%	51%	28%	0%
Salon (Var. Store)	0%	0%	0%	0%	0%	0%	0%	0%	4%	20%	55%	56%	67%	69%	80%	67%	68%	100%	87%	20%	0%	0%	0%	0%
Apartment (Low)	100%	100%	100%	100%	100%	97%	90%	77%	56%	45%	40%	37%	36%	36%	37%	43%	45%	55%	66%	73%	77%	86%	92%	97%
Florist	0%	0%	0%	0%	0%	0%	0%	4%	20%	53%	55%	56%	67%	69%	80%	67%	68%	100%	87%	48%	15%	0%	0%	0%
Retail (Var. Store)	0%	0%	0%	0%	0%	0%	0%	4%	20%	53%	55%	56%	67%	69%	80%	67%	68%	100%	87%	48%	37%	29%	0%	0%
Liquor Store	10%	5%	0%	0%	0%	5%	27%	27%	27%	27%	59%	80%	54%	46%	80%	85%	83%	90%	100%	66%	71%	56%	17%	10%
Motel	100%	100%	100%	100%	100%	96%	89%	81%	72%	71%	48%	41%	29%	30%	25%	34%	43%	38%	40%	36%	56%	74%	85%	98%

Existing:

Location	Parking Demand (vehicles)																							
	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Rest/Nightclub	83%	51%	28%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	15%	25%	39%	37%	62%	99%	100%	83%	83%	83%	83%
Restaurant (Hi-Tu)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	15%	25%	95%	95%	49%	39%	37%	62%	99%	100%	83%	51%	28%	0%
Salon (Var. Store)	0%	0%	0%	0%	0%	0%	0%	0%	4%	20%	55%	56%	67%	69%	80%	67%	68%	100%	87%	20%	0%	0%	0%	0%
Apartment (Low)	100%	100%	100%	100%	100%	97%	90%	77%	56%	45%	40%	37%	36%	36%	37%	43%	45%	55%	66%	73%	77%	86%	92%	97%
Florist	0%	0%	0%	0%	0%	0%	0%	4%	20%	53%	55%	56%	67%	69%	80%	67%	68%	100%	87%	48%	15%	0%	0%	0%
Retail (Var. Store)	0%	0%	0%	0%	0%	0%	0%	4%	20%	53%	55%	56%	67%	69%	80%	67%	68%	100%	87%	48%	37%	29%	0%	0%
Liquor Store	10%	5%	0%	0%	0%	5%	27%	27%	27%	27%	59%	80%	54%	46%	80%	85%	83%	90%	100%	66%	71%	56%	17%	10%
Motel	100%	100%	100%	100%	100%	96%	89%	81%	72%	71%	48%	41%	29%	30%	25%	34%	43%	38%	40%	36%	56%	74%	85%	98%

Attachment 5 cont. - Proposed Improvements



REVISIONS	
DATE	BY

JOB No. 20-056

PROPOSED SITE PLAN

A PORTION OF LOT 6 & HIGHWAY 1
LOCKE PADDON SUBDIVISION
VOLUME 2, MAPS & GRANTS, PAGE 10
APN: 032-192-018
CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED FOR
PACIFIC ROOTS MARINA, LLC

BY
MONTEREY BAY ENGINEERS, INC.
CIVIL ENGINEERING • SUBDIVISIONS • LAND SURVEYING • CONSTRUCTION STAKING
607 CHARLES AVE SUITE B (831) 899-7899 SEASIDE, CALIFORNIA 93955

SCALE	DATE	DRAWN BY	SHEET
1" = 20'	JUN, 2022	BCW	C1 OF - -

DocuSign Envelope ID: 9A2D0DEB-2B60-4632-AF7D-5097E92A44C9

Attachment 6 - Letter from Owner

October 6, 2022

City of Marina

RE: Exterior Improvements for 3100 Del Monte Blvd and modification of CUP

Dear City of Marina,

If these remediations to the CUP approval for Pacific Roots Marina, LLC are ok with the planning department then I am in support of it. I am in agreement that the previous exterior improvements from the original application will not be consistent with the rest of the building and are unnecessary. I approve the fixes of the exterior of the whole building, which includes replacing wood boards, wood shingles, painting area where the paint is chipped, and a fresh coat of trim paint for the Mortimers Center.

Sincerely,

DocuSigned by:
B9EC25D60699428...

Jameis Kim
Property Owner
Mortimer's Center

DocuSign Envelope ID: 0E891687-3DA9-4929-9A3D-02CEE53FC107

Attachment 7 - Letter from Pacific Roots

PACIFIC ROOTS MARINA, LLC
ATTN: BRANDON GESICKI, COMMUNITY LIASON
965 Briar Cliff Dr. Santa Maria, CA 93455

Phone: (831) 206-6460 I Email: capitolconsultingcorp@gmail.com

November 11, 2022

Dear Planning Services:

We are asking staff to update our request to note that we have been actively working with the City Building and Planning Department to get the public works plans approved, but we still need a 90 day extension from January 3rd, 2023 in order to complete the work.

We are happy to still do the minor exterior improvements of the entire center that were noted in the planning meeting, but we're still asking to remove the facade improvements requirement as originally requested. While we complete the public works improvements we will be adding in additional planters to the side of the building as originally planned.

Thank you for your continued effort in working with us on this project.

Respectfully Submitted,

DocuSigned by:
BRANDON GESICKI
938FF1700F3340E...

Brandon Gesicki
Pacific Roots Marina, LLC

November 29, 2022 Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 6, 2022

APPROVAL OF A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA DIRECTORS; AND AUTHORIZING AN ADJUSTMENT TO THE 2ND YEAR COLA INCREASE

REQUEST:
It is recommended that the City Council consider:

1. Adopting Resolution No. 2022- authorizing the City Manager to execute a Side Letter Agreement to the Memorandum of Understanding between the City of Marina and the Marina Directors; and,

2. Authorizing adjustments to the City's Salary Schedule and Compensation Plan; and,

3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:
On March 1, 2022, the City Council adopted Resolution No. 2022-33 approving a Memorandum of Understanding (MOU) with the Marina Directors. The MOU included a 2-year agreement spanning July 1, 2021 to June 30, 2023. The agreement called for a 2.5% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI but not less than 2% and not more than 3.5%.

The CPI adjustments included in the Marina Directors MOU were substantially the same as all other bargaining unit MOUs that were negotiated in 2021/2022. Recently, the City Council approved an amendment to the Marina Professional Fire Fighters Association (MPFFA) MOU that increased the second year CPI increase to 4%. This second year CPI of 4% was also approved for the Marina Employees Association in their recent MOU that was adopted.

ANALYSIS:
Staff is proposing a modification to the Marina Directors MOU that would adjust the second year CPI increase from 3.25% to 4% to be consistent with other bargaining unit MOU provisions for CPI increases. Attached as **"EXHIBIT A**" is a Side Letter Agreement to the City of Marina and the Marina Directors that will authorizing an adjustment to the 2nd year CPI increase to 4%.

The proposed CPI increase for the second year of the Marina Directors MOU from 3.25% to 4% would be effective the first pay period following City Council approval of the Side Letter Agreement.

Executive Compensation Changes
Government Code section 54953(c)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives. Below in Table 1 is a list of employees who constitute local agency executives in the Marina Directors group.

Table 1. Executive Compensation Salary Range

Position	**Proposed Monthly Broadband Range with 4 % COLA**
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	$11,175 - $19,080

Effective December, all positions listed above and in the attached resolution, will receive a cost-of-living increase equal to a 4% increase for the second year of the MOU. This 4% increase will replace the previously approved 3.5% increase for the second year of the MOU.

Executive Compensation Changes

Government Code section 54953(c)(3) requires that the City provide an oral report in regard to the proposed executive salary and compensation adjustments. This report will be provided during the City Council meeting and will be consistent with Table 1 below.

Executive Compensation Summary

The Marina Directors group actual salaries as a result of the above compensation changes are summarized in Table 2 below.

Table 2. Executive Compensation Summary

Salary Table*

Position	**Monthly Salary**
Assistant City Manager	$17,293.12
Community Development Dir.	$15,411.75
Finance Director	$14,034.81
Fire Chief	$17,061.18
Police Chief	$17,663.36
PW Director/Engineer	$15,919.26

***Due to potential rounding errors actual published salary schedule may differ slightly**

FISCAL IMPACT

The fiscal impact of the increased cost to the City from the proposed cost of living increase from 3.5% to 4% is approximately $8,000 annually.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA DIRECTORS

WHEREAS, on January 19, 2022, the City Council adopted Resolution No. 2022-09 approving a Memorandum of Understanding (MOU) with the Marina Directors; and,

WHEREAS, the MOU included a 2-year agreement spanning July 1, 2021 to June 30, 2023. The agreement called for a 2.5% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI but not less than 2% and not more than 3.5%; and,

WHEREAS, the CPI adjustments included in the Marina Directors MOU were substantially the same as all other bargaining unit MOUs that were negotiated in 2021/2022. Recently, the City Council approved an amendment to the Marina Professional Fire Fighters Association (MPFFA) MOU that increased the second year CPI increase to 4%. This second year CPI of 4% was also approved for the Marina Employees Association in their recent MOU that was adopted; and,

Whereas, the City wishes to enter into a Side Letter Agreement to the City of Marina and the Marina Directors that will authorizing an adjustments to the 2nd year CPI increase to 4% ("**EXHIBIT A**"), and,

WHEREAS, the City of Marina and the Marina Directors have met and conferred in good faith regarding the provisions of the proposed Side Letter Agreement; and

WHEREAS, all other terms of the Memorandum of Understanding remain unchanged; and,

WHEREAS, Government Code section 54953(c)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executives; and,

WHEREAS, on March 1, 2022, the City Council received an oral report on the changes to executive compensation and approved this comprehensive memorializing the changes.

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

1. Adopt Resolution No. 2022- authorizing the City Manager to execute a Side Letter Agreement to the Memorandum of Understanding between the City of Marina and the Marina Directors; and,
2. Authorize adjustments to the City's Salary Schedule and Compensation Plan, and,
3. Authorize Finance Director to make appropriate accounting and budgetary entries

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

Revised Salary Schedules **Exhibit A**

Director Salary Broadband Effective 7/4/2022

Table 1. Director's Monthly Broadband Salary Range

Position	**Proposed Monthly Broadband Range with 4 % COLA**
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	$11,175 - $19,080

Table 2. 2022/23 Executive Compensation Summary

Salary Table*

Position	**Monthly Salary**
Assistant City Manager	$17,293.12
Community Development Dir.	$15,411.75
Finance Director	$14,034.81
Fire Chief	$17,061.18
Police Chief	$17,663.36
PW Director/Engineer	$15,919.26

***Due to potential rounding errors actual published salary schedule may differ slightly**

SIDE LETTER OF AGREEMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA DIRECTORS

This Side Letter of Agreement ("SLA") is entered into by and between the City of Marina ("City") and the Marina Directors. It is the purpose of this SLA to supplement the July 1, 2021 – June 30, 2023 Memorandum of Understanding ("MOU") between the City and the Marina Directors as set forth in this SLA. This SLA reflects the results of an agreement negotiated by representatives of the Directors and that of the administration of the City.

The City and the Marina Directors hereby Agree to amend Section 1 of the MOU by adding the following language to the existing section:

Beginning with the first full pay period following ratification of this SLA, all unit classifications shall have their general salary increased by 0.5% to equal a total of 4% for the second-year general salary increase. The new pay rates will be as follows:

Salary Table*

Position	**Monthly Broadband Range**
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation Director Public Works Dir/City Engineer	$11,175 - $19,080

***Due to potential rounding errors actual published salary schedule may differ slightly**

IT IS SO AGREED:

CITY OF MARINA

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

DIRECTORS REPRESENTATIVE

By:_____

Date:_____

November 29, 2022 Item No. **13b**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of December 6, 2022

CONSIDER APPROVAL OF EMPLOYEE CONTRACT AMENDMENT NO. 2 WITH THE CITY MANAGER

REQUEST:
It is recommended that the City Council consider:

1. Adopting Resolution No. 2022- authorizing execution of Employee Contract Amendment No. 2 with Layne Long, City Manager;
2. Authorizing adjustments to the City's Salary Schedule and Compensation Plan; and,
3. Authorizing the Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:
The City Council has approved cost-of-living adjustments for City of Marina (City or Marina) employees for the current fiscal year. On March 1, 2022, the City Council adopted Resolution No. 2022-33 approving a Memorandum of Understanding (MOU) with the Marina Directors. The MOU included a 2-year agreement spanning July 1, 2021 to June 30, 2023. The agreement called for a 2.5% cost of living adjustment for FY 21/22 and a variable cost of living adjustment for FY 22/23 based upon the April 2022 SF/Oakland CPI but not less than 2% and not more than 3.5%.

The CPI adjustments included in the Marina Directors MOU are substantially the same adjustments as all other bargaining unit MOUs that were negotiated in 2021/2022. Recently, the City Council also approved an amendment to the Marina Professional Fire Fighters Association (MPFFA) MOU that increased the second year CPI increase to 4%. This second year CPI of 4% was also approved for the Marina Employees Association in their recent MOU and for other City employees.

ANALYSIS:
The City Council has completed the City Manager's performance evaluation November 29, 2022. Per the employment contract with the City Manager, "compensation shall be evaluated by the City Council on an annual basis and will include consideration of both merit and cost-of-living increases provided to Department Directors and non-represented management employees, as well as consideration of the competitive market compensation for city managers in comparable cities."

It is now desired that the City Manager receive the same CPI increase of 4% as was approved for the other City employees. This increase would become effective the first pay period following City Council approval of Amendment No. 2 to the City Manager's Employment Agreement. The proposed Amendment No. 2 is attached to the Resolution as Exhibit A.

City Manager Compensation Changes
Government Code section 54953(c)(3) requires that, before taking final action, the City Council must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive.

The proposed City Manager salary with the 4% CPI increase would be $19,988 per month or $239,861 annually.

FISCAL IMPACT
The fiscal impact of the increased cost to the City from the proposed 4% cost of living increase is approximately $9,000 annually.

CONCLUSION:
This request is submitted for City Council consideration and approval.

Respectfully submitted,

_____
Heidi Quinn
Interim City Attorney
City of Marina

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING EXECUTION OF EMPLOYEE CONTRACT AMENDMENT NO. 2 WITH THE CITY MANAGER

WHEREAS, for the current fiscal year 2022/2023 the City Council has approved 4% cost of living adjustments for City of Marina (City) employees; and

WHEREAS, the City Manager's current employment agreement provides, "compensation shall be evaluated by the City Council on an annual basis and will include consideration of both merit and cost of living increases provided to Department Directors and non-represented management employees, as well as consideration of the competitive market compensation for city managers in comparable cities"; and,

WHEREAS, the City Council desires the City Manager to receive the same 4% cost of living adjustment as has been approved for other City employees; and

WHEREAS, Government Code section 54953(c)(3) requires that, before taking final action, the City Council must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive; and

WHEREAS, on December 6, 2022, the City Council received an oral report on the changes to executive compensation and approved the changes; and

WHEREAS, the City Council desires to approve Amendment No. 2 to the City Manager's employment agreement to reflect the CPI increase.

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

1. Adopt Resolution No. 2022- authorizing the execution of Employee Contract Amendment No. 2 with Layne Long, City Manager, in substantially the same form, which is attached hereto as Exhibit A and incorporated by reference; and
2. Authorize adjustments to the City's Salary Schedule and Compensation Plan, and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 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

Exhibit A

Amendment No. 2
To Employment Agreement With
Layne Long, City Manager

This Amendment No. 2 (Amendment No. 2) to the City Manager Employment Agreement (Agreement) made and entered into on March 29, 2013, as amended by Amendment No. 1 to the Agreement dated January 2016, is entered into and made between the City of Marina (City), a California charter city, and Layne P. Long (City Manager or Employee), on December __, 2022 upon the following facts and circumstances.

Now, therefore, in consideration of the foregoing, and the mutual promises set forth herein, City and Employee (collectively, the Parties) agree as follows:

A. Provisions of this Amendment No. 2 shall supersede and replace the provisions of the Agreement, as amended by Amendment No. 1.

B. Section 3 (a) of the Agreement shall be revised as set forth below in Amendment No. 2.

3. Compensation

For the services to be performed under this Agreement, City shall pay Employee a salary of nineteen thousand eight hundred eighty-eight dollars and 45 cents per month, or $239,861.46 annually.

C. Except as provided herein, all other terms and conditions of the Agreement, as Amended by Amendment No. 1, shall remain in full force and effect.

D. This Amendment No. 2 shall take effect December 6, 2022.

IN WITNESS WHEREOF, Employee and the City of Marina, by its duly authorized representatives, have executed this Amendment No. 2 on the date hereinabove set forth at Marina, California.

CITY OF MARINA	EMPLOYEE
_____	_____
Bruce C. Delgado, Mayor	Layne P. Long
Dated: _____	Dated: _____

Approved as to Form:

_____
Heidi Quinn, Interim City Attorney