



AGENDA

Tuesday, March 7, 2023

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**

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

PARTICIPATION

You may participate in the City Council meeting in person or 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)

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

3. PUBLIC COMMENTS ON CLOSED SESSION:

4. CLOSED SESSION:

- a. Conference with Legal Counsel, potential litigation, exposure to litigation per:
“Conference with Legal Counsel – anticipated litigation, significant exposure to litigation pursuant to paragraph (d)(2) of CA Govt. Code sec. 54956.9 – One potential case
- b. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: Desert Star Systems, 3261 Imjin Road, Marina, CA
Negotiating Party: Marco Flagg
Negotiator(s): City Manager
Terms: Price and Terms
 - ii. Property: Las Animas Concrete, LLC, 499 Ninth Street, Marina, CA
Negotiating Party: Bart and Paula Bruno
Negotiator(s): City Manager
Terms: Price and Terms
 - iii. Property: Commercial property at southeast corner of Del Monte Blvd. and Palm Avenue (APN 032-303-038)
Negotiating Party: George Powell
Negotiator(s): City Manager
Terms: Price and Terms
 - iv. Property: 3200-C, Imjin Road, Marina, CA, designated as a portion of APN: 031-112-001-000
Negotiating Party: Joby Aero Inc.
Negotiator(s): City Manager
Terms: Price and Terms

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

5. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
6. **SPECIAL PRESENTATIONS:** None
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) Accounts Payable Check Numbers 101797- 101890, totaling \$832,572.44.
 - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) February 22, 2023, Regular City Council Meeting
 - c. **CLAIMS AGAINST THE CITY:** None
 - d. **AWARD OF BID:** None
 - e. **CALL FOR BIDS:** None
 - f. **ADOPTION OF RESOLUTIONS:**
 - (1) Adopt Resolution 2023-, amending Section 4.105-Emergency Preparedness, of the General Plan (2000). The proposed project is exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines because the amendment will not result in a significant negative impact to the environment.

- g. APPROVAL OF AGREEMENTS: None
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE): None
 - k. FUNDING & BUDGET MATTERS: None
 - l. APPROVE ORDINANCES (WAIVE SECOND READING): None
 - 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. Read by title only and waive further reading and approve the first reading of Ordinance 2023-, amending Sections 17.38.070 and 17.38.090 of the Marina Municipal Code to modify the parking standards in the MH-R District for the Townhomes in Sea Haven; and read by title only and waive further reading and approve the first reading of Ordinance 2023-, approving the Second Amendment to the Development Agreement for Sea Haven pursuant to Chapter 4.04 of the Marina Municipal Code.
 - b. Open a public hearing, take public testimony, and consider introducing Ordinance No. 2023-, amending Section 17.46 (Signs) of the Marina Municipal Code. *The proposed amendments are exempt from CEQA per section 15061(b)(3).*
 - c. Introduction of Ordinance No. 2023-, amending the Accessory Dwelling Unit (ADU) Ordinance, Marina Municipal Code (MMC), Chapter 17.42.040, bringing these sections into compliance with recent changes in state law. *The proposed amendments are exempt from the California Environmental Quality Act (CEQA) per Sec. 15303(a).*
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. 2023-, authorizing the mayor to sign a support letter for the 2022 Assistance to Firefighter Grant Program Staffing for Adequate Fire and Emergency Response for five full time firefighters; and consider authorizing the Mayor to sign a support letter for the 2022 Assistance to Firefighters Grant Program Staffing for Adequate Fire and Emergency Response for Reserve Firefighters Safer Grant.

- b. Adopting Resolution No. 2023-, authorizing the City Manager, or his designee, to negotiate a Memorandum of Understanding (MOU) with the Marina Equestrian Association (MEA) for the provision of equestrian boarding and related uses, and directing the City Manager to return to Council with a resolution to consider adoption of a mutually agreeable MOU between the City and MEA.

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, March 3, 2023.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the City Clerk's Office during regular office hours and in a 'Supplemental Binder' at the meeting.

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 2023 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, March 21, 2023	**Wednesday, August 2, 2023 Tuesday, August 15, 2023
Tuesday, April 4, 2023 Tuesday, April 18, 2023	*Wednesday, September 6, 2023 Tuesday, September 19, 2023
Tuesday, May 2, 2023 Tuesday, May 16, 2023	Tuesday, October 3, 2023 Tuesday, October 17, 2023
Tuesday, June 6, 2023 Tuesday, June 20, 2023	Tuesday, November 7, 2023 Tuesday, November 21, 2023
*Wednesday, July 5, 2023 Tuesday, July 18, 2023	Tuesday, December 5, 2023 Tuesday, December 19, 2023

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

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

CITY HALL 2023 HOLIDAYS (City Hall Closed)

Memorial Day ----- Monday, May 27, 2023
Independence Day (City Offices Closed) ----- Tuesday, July 4, 2023
Labor Day ----- Monday, September 4, 2023
Veterans Day (City Offices Closed)----- Friday, November 10, 2023
Thanksgiving Day-----Thursday, November 23, 2023
Thanksgiving Break----- Friday, November 24, 2023
Winter Break----- Monday, December 25, 2023-Friday, December 29, 2023

2023 COMMISSION DATES

Upcoming 2023 Meetings of Design Review Board
3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M.
** = Change in location due to conflict with Council meeting

March 16, 2023	June 15, 2023	September 21, 2023
April 20, 2023	July 20, 2023	October 19, 2023
May 18, 2023	August 17, 2023	November 16, 2023
		December 21, 2023

Upcoming 2023 Meetings of Economic Development Commission**3rd Thursday of every month.** Meetings are held at the Council Chambers at 4:00 P.M.

March 17, 2023
April 21, 2023
May 19, 2023

June 16, 2023
July 21, 2023
August 18, 2023

September 15, 2023
October 20, 2023
November 17, 2023
December 15, 2023 (Cancelled)

Upcoming 2023 Meetings of Planning Commission**2nd and 4th Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

March 9, 2023
March 23, 2023
April 13, 2023
April 27, 2023
May 11, 2023
May 25, 2023

June 8, 2023
June 22, 2023
July 13, 2023
July 27, 2023
August 10, 2023
August 24, 2023

September 14, 2023
September 28, 2023
October 12, 2023
October 26, 2023
November 9, 2023
November 23, 2023
December 14, 2023

Upcoming 2023 Meetings of Public Works Commission**3rd Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

March 16, 2023
April 20, 2023
May 18, 2023

June 15, 2023
July 20, 2023
August 17, 2023

September 21, 2023
October 19, 2023
November 16, 2023
December 21, 2023

Upcoming 2023 Meetings of Recreation & Cultural Services Commission**1st Wednesday of every quarter month.** Meetings are held at the Council Chambers at 6:30 P.M.

April 6, 2023

September 1, 2023

December 1, 2023

Upcoming 2023 Meetings of Marina Tree Committee**2nd Wednesday of every quarter month as needed.** Meetings are held at the Council Chambers at 6:30 P.M.

April 13, 2023

July 13, 2023

October 12, 2023



Accounts Payable by G/L Distribution Report

Payment Date Range 02/24/23 - 02/24/23

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 110 - City Council										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10140 - City Of Marina Petty Cash	2/15/2023	Replenish Petty Cash	Paid by Check # 101810		02/15/2023	02/21/2023	02/21/2023		02/24/2023	195.95
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$195.95
Account 6500.700 - Training & Travel Training & Travel										
11801 - Brian McCarthy	02-03-23	Reimbursement - 2023 New Mayor/Council Academy Hotel Charge	Paid by Check # 101805		02/03/2023	02/16/2023	02/16/2023		02/24/2023	693.69
11296 - Elisabeth Visscher - Refunds only	2-3-23	Reimbursement - LCC 2023 New Council Academy Charges	Paid by Check # 101812		02/03/2023	02/21/2023	02/21/2023		02/24/2023	1,239.19
10140 - City Of Marina Petty Cash	2/15/2023	Replenish Petty Cash	Paid by Check # 101810		02/15/2023	02/21/2023	02/21/2023		02/24/2023	453.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 3	\$2,385.88
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 4	\$2,581.83
Division 000 - Non-Div Totals									Invoice Transactions 4	\$2,581.83
Department 110 - City Council Totals									Invoice Transactions 4	\$2,581.83
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
10872 - Pinnacle Healthcare	413340	Pinnacle Healthcare - Pre Emp Px	Paid by Check # 101828		02/09/2023	02/21/2023	02/21/2023		02/24/2023	202.00
10872 - Pinnacle Healthcare	413030	Pinnacle Healthcare - Pre Emp Px	Paid by Check # 101828		02/08/2023	02/21/2023	02/21/2023		02/24/2023	202.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals									Invoice Transactions 2	\$404.00
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation										
10335 - Liebert Cassidy Whitmore	234754	LCW - Professional Services	Paid by Check # 101821		01/31/2023	02/22/2023	02/22/2023		02/24/2023	615.50
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation Totals									Invoice Transactions 1	\$615.50
Account 6300.465 - Prof Svc Legal - Special Counsel										
11714 - Advisian, Inc. - Worley Group, Inc.	418893	Professional Services - MPWSP - Oct. Nov 2022	Paid by EFT # 2990		12/01/2022	02/14/2023	02/14/2023		02/24/2023	13,775.00
11714 - Advisian, Inc. - Worley Group, Inc.	432601	Professional Services - MPWSP - January 2023	Paid by EFT # 2990		02/07/2023	02/14/2023	02/14/2023		02/24/2023	5,497.50
Account 6300.465 - Prof Svc Legal - Special Counsel Totals									Invoice Transactions 2	\$19,272.50
Account 6300.570 - Prof Svc Other										
11472 - Jay Resendez - Attorney at Law	1007	Prof Svcs - Personnel Investig.	Paid by Check # 101819		02/06/2023	02/21/2023	02/21/2023		02/24/2023	5,625.00



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Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10335 - Liebert Cassidy Whitmore	234817	LCW - Professional Services	Paid by Check # 101821		01/31/2023	02/22/2023	02/22/2023		02/24/2023	11,750.25
10335 - Liebert Cassidy Whitmore	234106	LCW - Professional Services	Paid by Check # 101821		01/31/2023	02/22/2023	02/22/2023		02/24/2023	4,217.50
10335 - Liebert Cassidy Whitmore	234781	LCW - Professional Services	Paid by Check # 101821		01/31/2023	02/22/2023	02/22/2023		02/24/2023	1,410.50
10335 - Liebert Cassidy Whitmore	234798	LCW - Professional Services	Paid by Check # 101821		01/31/2023	02/22/2023	02/22/2023		02/24/2023	898.00
10335 - Liebert Cassidy Whitmore	234824	LCW - Professional Services	Paid by Check # 101821		01/31/2023	02/22/2023	02/22/2023		02/24/2023	7,393.00
10335 - Liebert Cassidy Whitmore	234866	LCW - Professional Services	Paid by Check # 101821		02/22/2023	02/22/2023	02/22/2023		02/24/2023	1,088.50
10508 - Regional Government Services	14564	Contract Services (01/2023)	Paid by EFT # 2994		02/21/2023	02/22/2023	02/22/2023		02/24/2023	271.25
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 8	\$32,654.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9927338552	Monthly Verizon Bill-308174766	Paid by Check # 101838		02/10/2023	02/21/2023	02/21/2023		02/24/2023	173.71
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$173.71
Account 6500.700 - Training & Travel Training & Travel										
10140 - City Of Marina Petty Cash	2/15/2023	Replenish Petty Cash	Paid by Check # 101810		02/15/2023	02/21/2023	02/21/2023		02/24/2023	92.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$92.00
Account 6600.490 - Other Charges Membership Prof Orgs										
10739 - League of CA Cities-Monterey Bay Division	8304	2023 Annual Membership Dues	Paid by Check # 101820		02/06/2023	02/13/2023	02/13/2023		02/24/2023	300.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals									Invoice Transactions 1	\$300.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 16	\$53,511.71
Division 000 - Non-Div Totals									Invoice Transactions 16	\$53,511.71
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 16	\$53,511.71



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Payment Date Range 02/24/23 - 02/24/23

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 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10508 - Regional Government Services	14565	Contract Services for January	Paid by EFT # 2994		01/31/2023	02/21/2023	02/21/2023		02/24/2023	1,960.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			<u>1,960.00</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9927338552	Monthly Verizon Bill- 308174766	Paid by Check # 101838		02/10/2023	02/21/2023	02/21/2023		02/24/2023	88.54
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>\$88.54</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			<u>\$2,048.54</u>
Division 000 - Non-Div Totals							Invoice Transactions 2			<u>\$2,048.54</u>
Department 130 - Finance Totals							Invoice Transactions 2			<u>\$2,048.54</u>
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	130975	Legal Services - Cardroom Ord.	Paid by Check # 101815		02/09/2023	02/13/2023	02/13/2023		02/24/2023	7,564.50
10257 - Goldfarb & Lipman	461792	General File - January 2023	Paid by Check # 101844		02/13/2023	02/13/2023	02/13/2023		02/24/2023	928.00
10257 - Goldfarb & Lipman	461793	Marina Heights - January 2023	Paid by Check # 101844		02/13/2023	02/13/2023	02/13/2023		02/24/2023	1,024.00
10257 - Goldfarb & Lipman	461794	The Dunes - January 2023	Paid by Check # 101844		02/13/2023	02/13/2023	02/13/2023		02/24/2023	640.00
10257 - Goldfarb & Lipman	461795	Affordable Housing - January 2023	Paid by Check # 101844		02/13/2023	02/13/2023	02/13/2023		02/24/2023	128.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions 5			<u>\$10,284.50</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 5			<u>\$10,284.50</u>
Division 000 - Non-Div Totals							Invoice Transactions 5			<u>\$10,284.50</u>
Department 150 - City Attorney Totals							Invoice Transactions 5			<u>\$10,284.50</u>
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4146974910	Cust# 833-711-5963	Paid by Check # 101808		02/17/2023	02/21/2023	02/21/2023		02/24/2023	43.22
10129 - Cintas Corporation	4141405034	Cust# 833-711-5963	Paid by Check # 101808		12/23/2022	02/21/2023	02/21/2023		02/24/2023	94.79
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 2			<u>\$138.01</u>



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Fund 100 - General Fund										
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	000019503117	CALNET3-9391023436 (239-461-6578)	Paid by Check # 101801		02/13/2023	02/21/2023	02/21/2023		02/24/2023	69.11
10758 - AT & T CALNET3	000019515751	CALNET3-9391023482 (884-0985)	Paid by Check # 101801		02/15/2023	02/21/2023	02/21/2023		02/24/2023	27.11
10758 - AT & T CALNET3	000019515753	CALNET3-9391023485 (884-2573)	Paid by Check # 101801		02/15/2023	02/21/2023	02/21/2023		02/24/2023	28.18
10758 - AT & T CALNET3	000019515758	CALNET3-9391023490 (884-9568)	Paid by Check # 101801		02/15/2023	02/21/2023	02/21/2023		02/24/2023	50.87
10758 - AT & T CALNET3	000019515759	CALNET3-9391023491 (884-9654)	Paid by Check # 101801		02/15/2023	02/21/2023	02/21/2023		02/24/2023	88.11
10758 - AT & T CALNET3	Feb 2023 454 4	831 384-7723 454 4	Paid by Check # 101801		02/14/2023	02/21/2023	02/21/2023		02/24/2023	1,553.94
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 6	\$1,817.32
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 021723	Water Cooler Rental and Replacement Water	Paid by Check # 101831		02/17/2023	02/21/2023	02/21/2023		02/24/2023	98.42
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$98.42
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	733459	Alarm Monitoring - Council Chambers Audio Room	Paid by EFT # 2993		02/15/2023	02/21/2023	02/21/2023		02/24/2023	103.80
10239 - First Alarm	735867	Alarm Monitoring - 3200 Del Monte Blvd - VDP	Paid by EFT # 2993		02/15/2023	02/21/2023	02/21/2023		02/24/2023	166.71
10981 - Sentry Alarm Systems of America, Inc.	2210915	Alarm Monitoring - Sports Center 2800 2nd Ave - Mar-May 2023	Paid by Check # 101830		02/15/2023	02/13/2023	02/13/2023		02/24/2023	285.00
Account 6600.010 - Other Charges Alarm Totals									Invoice Transactions 3	\$555.51
Account 6600.350 - Other Charges Insur - Property										
10027 - Alliant Insurance Services - CSRMA	2221648	Physical Damage Program (2nd Quarter Endorsement)	Paid by Check # 101843		02/14/2023	02/15/2023	02/15/2023		02/24/2023	525.00
Account 6600.350 - Other Charges Insur - Property Totals									Invoice Transactions 1	\$525.00
Account 6600.450 - Other Charges Leases & Rents										
10579 - Transportation Agency of Monterey County	TAMC Feb 2023	Handcart Lease Pymt	Paid by Check # 101834		02/21/2023	02/21/2023	02/21/2023		02/24/2023	5,823.00
Account 6600.450 - Other Charges Leases & Rents Totals									Invoice Transactions 1	\$5,823.00



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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 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	493946321	City Hall Copier Lease - February 2023	Paid by Check # 101824		02/04/2023	02/13/2023	02/13/2023		02/24/2023	380.20
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions		1	\$380.20
Account 6600.900 - Other Charges Write-Off - Bank Reconc & Shorts										
10140 - City Of Marina Petty Cash	2/15/2023	Replenish Petty Cash	Paid by Check # 101810		02/15/2023	02/21/2023	02/21/2023		02/24/2023	28.94
Account 6600.900 - Other Charges Write-Off - Bank Reconc & Shorts Totals							Invoice Transactions		1	\$28.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		16	\$9,366.40
Division 000 - Non-Div Totals							Invoice Transactions		16	\$9,366.40
Department 190 - Citywide Non-Dept Totals							Invoice Transactions		16	\$9,366.40
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11788 - City Management Advisors LLC - Peckham & McKenney	Invoice #1	Professional Fee Retainer Invoice - Police Chief Search	Paid by Check # 101809		01/17/2023	02/21/2023	02/21/2023		02/24/2023	8,166.66
11788 - City Management Advisors LLC - Peckham & McKenney	Invoice #2	Professional Fee Invoice - Police Chief Search 1/3rd of contract	Paid by Check # 101809		02/17/2023	02/21/2023	02/21/2023		02/24/2023	8,166.66
11578 - Ana Maria Cordero	22010	Sxochil Ruiz	Paid by Check # 101799		01/30/2023	02/15/2023	02/15/2023		02/24/2023	125.00
10342 - Monterey County Peace Officers Association-MCPOA	2023008R	Marina 2023	Paid by Check # 101826		02/06/2023	02/15/2023	02/15/2023		02/24/2023	210.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		4	\$16,668.32
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	10505	Marina Police Department	Paid by EFT # 2996		01/31/2023	02/15/2023	02/15/2023		02/24/2023	3,400.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions		1	\$3,400.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4146974948	Mat Service - Police/Fire 02/17/23	Paid by Check # 101808		02/17/2023	02/21/2023	02/21/2023		02/24/2023	37.59
10592 - U.S. Bank Equipment Finance-USbancorp	492868492	Customer Credit Acct #598296	Paid by Check # 101836		01/27/2023	02/15/2023	02/15/2023		02/24/2023	108.99
10627 - Zoom Imaging Solutions	IN3227413	Acct # SOS-CIT-1600-Z	Paid by Check # 101840		01/26/2023	02/15/2023	02/15/2023		02/24/2023	486.52
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions		3	\$633.10



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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 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9925598221	Acct #272493672-00001	Paid by Check # 101838		01/18/2023	02/15/2023	02/15/2023		02/24/2023	2,132.10
Account 6380.120 - Utilities Comm Mobile & Pager Totals Invoice Transactions 1										\$2,132.10
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000019515782	CALNET3-9391023435 (237-267-6922)	Paid by Check # 101801		02/15/2023	02/21/2023	02/21/2023		02/24/2023	184.54
10374 - Maynard Group Inc.	300464	City of Marina Police Department	Paid by Check # 101823		12/23/2022	02/15/2023	02/15/2023		02/24/2023	399.80
10374 - Maynard Group Inc.	IN2033813	Acct #AC3746	Paid by Check # 101823		02/01/2023	02/15/2023	02/15/2023		02/24/2023	661.13
Account 6380.150 - Utilities Comm Phone System Totals Invoice Transactions 3										\$1,245.47
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	10613	Marina Police Department	Paid by EFT # 2996		01/31/2023	02/15/2023	02/15/2023		02/24/2023	1,753.18
10897 - TechRx Technology Services	10554	Marina Police Department	Paid by EFT # 2996		11/30/2022	02/15/2023	02/15/2023		02/24/2023	725.44
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals Invoice Transactions 2										\$2,478.62
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	30356979	Acct # 7474999	Paid by Check # 101829		01/23/2023	02/15/2023	02/15/2023		02/24/2023	638.96
10498 - Quill Corporation	30326277	Acct # 7474999	Paid by Check # 101829		01/20/2023	02/15/2023	02/15/2023		02/24/2023	289.38
Account 6400.565 - Material & Suppl Office Supplies Totals Invoice Transactions 2										\$928.34
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-021-49910	Acct #3995-9218-6	Paid by Check # 101814		01/27/2023	02/15/2023	02/15/2023		02/24/2023	41.19
Account 6400.635 - Material & Suppl Postage Shipping Totals Invoice Transactions 1										\$41.19
Account 6400.720 - Material & Suppl Safety Equip										
11400 - BPS Tactical, Inc.	23010229	Marina Police Department	Paid by Check # 101803		02/07/2023	02/15/2023	02/15/2023		02/24/2023	2,605.64
Account 6400.720 - Material & Suppl Safety Equip Totals Invoice Transactions 1										\$2,605.64
Account 6500.620 - Training & Travel POST										
10140 - City Of Marina Petty Cash	2/15/2023	Replenish Petty Cash	Paid by Check # 101810		02/15/2023	02/21/2023	02/21/2023		02/24/2023	374.00
10226 - Enterprise Rent-A-Car	32050417	Acct #DB30S84	Paid by Check # 101813		01/31/2023	02/15/2023	02/15/2023		02/24/2023	132.82



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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 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.620 - Training & Travel POST										
10935 - South Bay Regional Public Safety Training Cons.	223425	First Aid/CPR/AED Instructor Course 1/17-1/20 - Santana	Paid by Check # 101832		01/25/2023	02/15/2023	02/15/2023		02/24/2023	417.00
Account 6500.620 - Training & Travel POST Totals									Invoice Transactions 3	\$923.82
Account 6600.570 - Other Charges Online Reporting										
10580 - Tri County Fire Protection	60023	Marina Police Department	Paid by Check # 101835		01/09/2023	02/15/2023	02/15/2023		02/24/2023	339.40
Account 6600.570 - Other Charges Online Reporting Totals									Invoice Transactions 1	\$339.40
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
10899 - Monterey County Animal Services	1/17/23	City of Marina	Paid by Check # 101825		01/17/2023	02/15/2023	02/15/2023		02/24/2023	5,197.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc Totals									Invoice Transactions 1	\$5,197.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 23	\$36,593.00
Division 000 - Non-Div Totals									Invoice Transactions 23	\$36,593.00
Department 210 - Police Totals									Invoice Transactions 23	\$36,593.00
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	123017	Plan check & Inspection at Gisse 2nd Unti, 192 Leslie Court	Paid by Check # 101806		02/16/2023	02/21/2023	02/21/2023		02/24/2023	200.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$200.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4146974948	Mat Service - Police/Fire 02/17/23	Paid by Check # 101808		02/17/2023	02/21/2023	02/21/2023		02/24/2023	117.48
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 1	\$117.48
Account 6600.340 - Other Charges Insur - Liability										
10170 - CSFA-California State Firefighters Association	12616	CSFA Membership Dues 01/01/23 - 12/31/23	Paid by Check # 101811		11/17/2022	02/21/2023	02/21/2023		02/24/2023	2,210.00
Account 6600.340 - Other Charges Insur - Liability Totals									Invoice Transactions 1	\$2,210.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$2,527.48
Division 000 - Non-Div Totals									Invoice Transactions 3	\$2,527.48
Department 250 - Fire Totals									Invoice Transactions 3	\$2,527.48



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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.	45616	Marina Housing Element Update 1/1/2023 through 1/31/2023	Paid by EFT # 2995		02/10/2023	02/13/2023	02/13/2023		02/24/2023	11,997.00
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions	1		<u>\$11,997.00</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9927338552	Monthly Verizon Bill- 308174766	Paid by Check # 101838		02/10/2023	02/21/2023	02/21/2023		02/24/2023	50.53
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		<u>\$50.53</u>
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10046 - ARC (Former San Jose Blue)	2667182	ARC 2/3/23	Paid by Check # 101800		02/03/2023	02/13/2023	02/13/2023		02/24/2023	282.96
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions	1		<u>\$282.96</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		<u>\$12,330.49</u>
Division 000 - Non-Div Totals							Invoice Transactions	3		<u>\$12,330.49</u>
Department 410 - Planning Totals							Invoice Transactions	3		<u>\$12,330.49</u>
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	49118	Permits/Development	Paid by EFT # 2992		02/10/2023	02/14/2023	02/14/2023		02/24/2023	14,556.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		<u>\$14,556.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$14,556.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$14,556.00</u>
Department 420 - Engineering Totals							Invoice Transactions	1		<u>\$14,556.00</u>
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	48993	Marina Building Services FY 17-23	Paid by EFT # 2992		02/10/2023	02/17/2023	02/17/2023		02/24/2023	16,997.50
10171 - CSG Consultants	B230079	Period 1/1/2023 - 1/31/2023	Paid by EFT # 2992		02/02/2023	02/15/2023	02/15/2023		02/24/2023	2,587.42
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	2		<u>\$19,584.92</u>



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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 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.100 - Prof Svc Code Enforcement										
11477 - Cheryl Kent - DBA Fastrac	2023-20	Code Enforcement Investigations	Paid by Check # 101807		02/17/2023	02/17/2023	02/17/2023		02/24/2023	805.00
Account 6300.100 - Prof Svc Code Enforcement Totals							Invoice Transactions	1		\$805.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$20,389.92
Division 000 - Non-Div Totals							Invoice Transactions	3		\$20,389.92
Department 430 - Building Inspection Totals							Invoice Transactions	3		\$20,389.92
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10074 - Bob Murray & Associates	9953	Professional Services - Recreation & Cultural Svc Dir. Recruit.	Paid by Check # 101802		02/15/2023	02/21/2023	02/21/2023		02/24/2023	11,476.54
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$11,476.54
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228541	Custodial Services for November 2022	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	797.39
10080 - Branch's Janitorial	228538	Custodial Services for December 2022	Paid by Check # 101804		01/25/2023	02/14/2023	02/14/2023		02/24/2023	797.39
10080 - Branch's Janitorial	228542	Custodial Services for January 2023	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	797.39
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	3		\$2,392.17
Account 6600.740 - Other Charges Special Event										
10140 - City Of Marina Petty Cash	2/15/2023	Replenish Petty Cash	Paid by Check # 101810		02/15/2023	02/21/2023	02/21/2023		02/24/2023	509.61
Account 6600.740 - Other Charges Special Event Totals							Invoice Transactions	1		\$509.61
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$14,378.32
Division 100 - Admin Totals							Invoice Transactions	5		\$14,378.32



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Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228541	Custodial Services for November 2022	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	370.19
10080 - Branch's Janitorial	228538	Custodial Services for December 2022	Paid by Check # 101804		01/25/2023	02/14/2023	02/14/2023		02/24/2023	370.19
10080 - Branch's Janitorial	228542	Custodial Services for January 2023	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	370.19
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 3			<u>\$1,110.57</u>
Account 6400.660 - Material & Suppl Recr Youth Progr										
10301 - Janice Griffin	02-14-23	Youth Center Sp. Event Valentine	Paid by Check # 101818		02/14/2023	02/21/2023	02/21/2023		02/24/2023	500.00
Account 6400.660 - Material & Suppl Recr Youth Progr Totals							Invoice Transactions 1			<u>\$500.00</u>
Account 6600.700 - Other Charges Refunds of Fees/Charges										
11804 - Tatyana Thomas	02-11-23 vd	Vince DiMaggio Refund	Paid by Check # 101833		02/11/2023	02/16/2023	02/16/2023		02/24/2023	10.00
Account 6600.700 - Other Charges Refunds of Fees/Charges Totals							Invoice Transactions 1			<u>\$10.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 5			<u>\$1,620.57</u>
Division 511 - Youth Totals							Invoice Transactions 5			<u>\$1,620.57</u>
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228541	Custodial Services for November 2022	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	521.70
10080 - Branch's Janitorial	228538	Custodial Services for December 2022	Paid by Check # 101804		01/25/2023	02/14/2023	02/14/2023		02/24/2023	521.70
10080 - Branch's Janitorial	228542	Custodial Services for January 2023	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	521.70
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 3			<u>\$1,565.10</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			<u>\$1,565.10</u>
Division 512 - Teen Totals							Invoice Transactions 3			<u>\$1,565.10</u>
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228541	Custodial Services for November 2022	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	370.19
10080 - Branch's Janitorial	228538	Custodial Services for December 2022	Paid by Check # 101804		01/25/2023	02/14/2023	02/14/2023		02/24/2023	370.19



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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 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228542	Custodial Services for January 2023	Paid by Check # 101804		02/13/2023	02/14/2023	02/14/2023		02/24/2023	370.19
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	3		<u>\$1,110.57</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		<u>\$1,110.57</u>
Division 513 - Senior Totals							Invoice Transactions	3		<u>\$1,110.57</u>
Department 510 - Recreation & Culture Totals							Invoice Transactions	16		<u>\$18,674.56</u>
Fund 100 - General Fund Totals							Invoice Transactions	92		<u>\$182,864.43</u>



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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 210 - Public Educ Govt PEG										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6370.610 - Shared Svc PEG Svc										
10012 - Access Monterey Peninsula - AMP	09-30-22	Qtr 1 -PEG	Paid by Check # 101797		02/21/2023	02/21/2023	02/21/2023		02/24/2023	29,285.29
10012 - Access Monterey Peninsula - AMP	12-31-22	Qtr 2 -PEG	Paid by Check # 101797		02/21/2023	02/21/2023	02/21/2023		02/24/2023	29,006.60
Account 6370.610 - Shared Svc PEG Svc Totals							Invoice Transactions	2		\$58,291.89
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$58,291.89
Division 000 - Non-Div Totals							Invoice Transactions	2		\$58,291.89
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$58,291.89
Fund 210 - Public Educ Govt PEG Totals							Invoice Transactions	2		\$58,291.89



Accounts Payable by G/L Distribution Report

Payment Date Range 02/24/23 - 02/24/23

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	Feb 2023 827-8	PG&E - 0423929827-8	Paid by Check # 101827		02/12/2023	02/21/2023	02/21/2023		02/24/2023	115.70
10463 - Pacific Gas & Electric	Feb 2023 210-0	PG&E - 3242976210-0	Paid by Check # 101827		02/10/2023	02/21/2023	02/21/2023		02/24/2023	179.50
10463 - Pacific Gas & Electric	Feb 2023 535-3	PG&E - 6161832535-3	Paid by Check # 101827		02/12/2023	02/21/2023	02/21/2023		02/24/2023	253.80
10463 - Pacific Gas & Electric	Feb 2022 851-0	PG&E - 3440977851-0	Paid by Check # 101827		02/14/2023	02/21/2023	02/21/2023		02/24/2023	172.94
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	4		\$721.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$721.94
Division 000 - Non-Div Totals							Invoice Transactions	4		\$721.94
Department 000 - Non-Dept Totals							Invoice Transactions	4		\$721.94
Fund 220 - Gas Tax Totals							Invoice Transactions	4		\$721.94



Accounts Payable by G/L Distribution Report

Payment Date Range 02/24/23 - 02/24/23

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										
10515 - Rincon Consultants, Inc.	46034	Marina DVSP 1/1/2023 through 1/31/2023	Paid by EFT # 2995		02/17/2023	02/17/2023	02/17/2023		02/24/2023	19,247.25
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$19,247.25</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$19,247.25</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$19,247.25</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$19,247.25</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	1		<u>\$19,247.25</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 02/24/23 - 02/24/23

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 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	0151382	781 Neeson Rd Bldg	Paid by Check		02/13/2023	02/13/2023	02/16/2023		02/24/2023	75.00
		520 Rodents	# 101816							
10250 - Gavilan Pest Control	0151381	781 Neeson Rd Bldg	Paid by Check		02/13/2023	02/16/2023	02/16/2023		02/24/2023	1,150.00
		520 Squirrles	# 101816							
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals								Invoice Transactions	2	\$1,225.00
Account 6360.440 - Maint & Repairs Landscape General										
10154 - Commercial Environment	2796-0223	Airport Medians Feb	Paid by EFT #		02/19/2023	02/16/2023	02/16/2023		02/24/2023	2,900.00
Landscape		2023	2991							
Account 6360.440 - Maint & Repairs Landscape General Totals								Invoice Transactions	1	\$2,900.00
Account 6360.566 - Maint & Repairs Other Equipment										
11771 - US Fuelling Solution	24616	Airport Fuel	Paid by Check		02/16/2023	02/16/2023	02/16/2023		02/24/2023	831.87
			# 101837							
Account 6360.566 - Maint & Repairs Other Equipment Totals								Invoice Transactions	1	\$831.87
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	608-2.Feb23	3260 Imjin Rd Bldg 514	Paid by Check		02/09/2023	02/16/2023	02/16/2023		02/24/2023	1,409.52
		(7383993608-2)	# 101827							
10463 - Pacific Gas & Electric	694-1.Feb23	721 Neeson Rd Bldg	Paid by Check		02/09/2023	02/16/2023	02/16/2023		02/24/2023	1,293.08
		533 (7269284694-1)	# 101827							
10463 - Pacific Gas & Electric	098-7.Feb23	761 Neeson Rd Bldg	Paid by Check		02/09/2023	02/16/2023	02/16/2023		02/24/2023	9,013.80
		524 (6800558098-7)	# 101827							
10463 - Pacific Gas & Electric	451-7.Feb23	3271 Imjin Rd	Paid by Check		02/08/2023	02/16/2023	02/16/2023		02/24/2023	163.77
		(8600650451-7)	# 101827							
10463 - Pacific Gas & Electric	347-0.Feb23	3263 Imjin Rd Bldg 519	Paid by Check		02/08/2023	02/16/2023	02/16/2023		02/24/2023	493.44
		(6258961347-0)	# 101827							
10463 - Pacific Gas & Electric	103-6.Feb23	3200 Imjin Rd	Paid by Check		02/08/2023	02/16/2023	02/16/2023		02/24/2023	4,012.88
		(8030427103-6)	# 101827							
Account 6380.300 - Utilities Gas & Electric Totals								Invoice Transactions	6	\$16,386.49
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056043	761 Neeson	Paid by Check		01/31/2023	02/16/2023	02/16/2023		02/24/2023	520.00
	013123	Road/Airport	# 101822							
10349 - Marina Coast Water District	000056044	781 Neeson	Paid by Check		01/31/2023	02/16/2023	02/16/2023		02/24/2023	156.27
	013123	Road/Airport	# 101822							
10349 - Marina Coast Water District	000056051	721 Neeson	Paid by Check		01/31/2023	02/16/2023	02/16/2023		02/24/2023	166.06
	013123	Road/Airport	# 101822							
10349 - Marina Coast Water District	000056092	741 Neeson	Paid by Check		01/31/2023	02/16/2023	02/16/2023		02/24/2023	1,194.80
	013123	Road/Airport	# 101822							
10349 - Marina Coast Water District	000056096	3271 Imjin	Paid by Check		01/31/2023	02/16/2023	02/16/2023		02/24/2023	111.70
	013123	Road/Airport	# 101822							



Accounts Payable by G/L Distribution Report

Payment Date Range 02/24/23 - 02/24/23

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 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056097 013123	3200 Imjin Road/Airport	Paid by Check # 101822		01/31/2023	02/16/2023	02/16/2023		02/24/2023	465.40
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		6	\$2,614.23
Account 6500.700 - Training & Travel Training & Travel										
10140 - City Of Marina Petty Cash	2/15/2023	Replenish Petty Cash	Paid by Check # 101810		02/15/2023	02/21/2023	02/21/2023		02/24/2023	83.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions		1	\$83.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		17	\$24,040.59
Division 000 - Non-Div Totals							Invoice Transactions		17	\$24,040.59
Department 000 - Non-Dept Totals							Invoice Transactions		17	\$24,040.59
Fund 555 - Marina Airport Totals							Invoice Transactions		17	\$24,040.59
Grand Totals							Invoice Transactions		116	\$285,166.10



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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										
11505 - Shartsis Friese LLP	5470177	Professional Services - MPWSP - January 2023	Paid by Check # 101880		02/24/2023	02/24/2023	02/24/2023		03/03/2023	100,715.56
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions 1			\$100,715.56
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	63.55
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$63.55
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$100,779.11
Division 000 - Non-Div Totals							Invoice Transactions 2			\$100,779.11
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions 2			\$100,779.11
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000335-R-0005	Inventory Control Software License Renewal 2023	Paid by Check # 101882		02/28/2023	02/27/2023	02/27/2023		03/03/2023	1,000.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 1			\$1,000.00
Account 6700.100 - Capital Outlay Info Tech Hardware										
10905 - Taygeta Scientific, Inc.	000990	SonicWall NSa 4700 Upgrade	Paid by Check # 101882		02/21/2023	02/22/2023	02/22/2023		03/03/2023	13,893.00
Account 6700.100 - Capital Outlay Info Tech Hardware Totals							Invoice Transactions 1			\$13,893.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$14,893.00
Division 000 - Non-Div Totals							Invoice Transactions 2			\$14,893.00
Department 125 - I. T. Totals							Invoice Transactions 2			\$14,893.00
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	2023-00000882	Service 2/13-23/2023	Paid by EFT # 3015		02/24/2023	02/23/2023	02/23/2023		03/03/2023	3,372.50
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions 1			\$3,372.50



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11794 - Careers in Government Inc.	11-14207	FINANCIAL ANALYST JOB POSTING	Paid by Check # 101853		01/23/2023	03/01/2023	03/01/2023		03/03/2023	295.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$295.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,667.50
Division 000 - Non-Div Totals							Invoice Transactions	2		\$3,667.50
Department 130 - Finance Totals							Invoice Transactions	2		\$3,667.50
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	228897	Professional Legal Services - Jan-Feb 2023	Paid by Check # 101872		02/22/2023	02/24/2023	02/24/2023		03/03/2023	26,181.25
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	1		\$26,181.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$26,181.25
Division 000 - Non-Div Totals							Invoice Transactions	1		\$26,181.25
Department 150 - City Attorney Totals							Invoice Transactions	1		\$26,181.25
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.200 - Medical Dental										
10737 - Premier Access Insurance-Premium Payment	03-01-23.	Dental Claim (03/2023)	Paid by Check # 101888		03/01/2023	03/01/2023	03/01/2023		03/03/2023	(1,956.74)
Account 6150.200 - Medical Dental Totals							Invoice Transactions	1		(\$1,956.74)
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	03-01-23.	VSP Adjustment (03/2023)	Paid by Check # 101889		03/01/2023	03/01/2023	03/01/2023		03/03/2023	136.11
Account 6150.500 - Medical Vision Totals							Invoice Transactions	1		\$136.11
Account 6300.570 - Prof Svc Other										
11769 - STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC	0458330	Odor Attribution Study	Paid by Check # 101881		01/31/2023	02/16/2023	02/16/2023		03/03/2023	17,522.00
11425 - Formation Environmental, LLC	7517	Groundwater Sustainability Plan	Paid by Check # 101859		01/29/2023	02/16/2023	02/16/2023		03/03/2023	1,037.50



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-00886353	Rest in Sink	Paid by Check # 101885		07/31/2022	02/16/2023	02/16/2023		03/03/2023	221.84
10588 - United Site Services	INV-00966664	Trl Mnt Rest In Sink	Paid by Check # 101885		08/31/2022	02/16/2023	02/16/2023		03/03/2023	244.02
10588 - United Site Services	INV-01132172	Hand Sanitizer Refill/2 Trl Mnt Rest In Sink	Paid by Check # 101885		10/31/2022	02/16/2023	02/16/2023		03/03/2023	1,269.93
10588 - United Site Services	INV-01047807	2 Trl Mnt Rest In Sink	Paid by Check # 101885		09/30/2022	02/16/2023	02/16/2023		03/03/2023	84.65
10588 - United Site Services	INV-01222428	2660 5th Ave Corp Yard	Paid by Check # 101885		11/30/2022	02/17/2023	02/17/2023		03/03/2023	296.32
10588 - United Site Services	INV-01152210	Windy Hill Park	Paid by Check # 101885		12/05/2022	02/17/2023	02/17/2023		03/03/2023	260.35
10588 - United Site Services	INV-01244719	Windy Hill Park	Paid by Check # 101885		12/07/2022	02/17/2023	02/17/2023		03/03/2023	260.35
10588 - United Site Services	INV-01303538	Windy Hill Park ADA Rest	Paid by Check # 101885		12/29/2022	02/17/2023	02/17/2023		03/03/2023	260.35
10588 - United Site Services	INV-01380508	Windy Hill Park	Paid by Check # 101885		01/26/2023	02/17/2023	02/17/2023		03/03/2023	260.35
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 11	\$21,717.66
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Feb 2023 172-2	PG&E - 5618207172-2	Paid by Check # 101875		02/17/2023	02/24/2023	02/24/2023		03/03/2023	1,177.13
10463 - Pacific Gas & Electric	Feb 2023 795-7	PG&E - 4467294795-7	Paid by Check # 101875		02/21/2023	03/01/2023	03/01/2023		03/03/2023	386.76
10463 - Pacific Gas & Electric	Feb 2023 683-2	PG&E 6217294683-2	Paid by Check # 101875		02/21/2023	03/01/2023	03/01/2023		03/03/2023	338.31
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 3	\$1,902.20
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056025 021023	327 Reindollar Ave	Paid by Check # 101867		02/10/2023	02/17/2023	02/17/2023		03/03/2023	71.92
10349 - Marina Coast Water District	000056018 021023	208 Palm Ave	Paid by Check # 101867		02/10/2023	02/22/2023	02/22/2023		03/03/2023	153.71
10349 - Marina Coast Water District	000056020 021023	304 Hillcrest Ave	Paid by Check # 101867		02/10/2023	02/22/2023	02/22/2023		03/03/2023	107.86
10349 - Marina Coast Water District	000056017 021023	208-A Palm Ave	Paid by Check # 101867		02/10/2023	02/22/2023	02/22/2023		03/03/2023	84.08
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 4	\$417.57



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 6400.635 - Material & Suppl Postage Shipping										
10509 - Reserve Account - Pitney Bowes	02-27-23	Postage Meter Refill	Paid by Check # 101877		02/27/2023	02/27/2023	02/27/2023		03/03/2023	1,500.00
Account 6400.635 - Material & Suppl Postage Shipping Totals									Invoice Transactions 1	\$1,500.00
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	735945	Alarm Sys Maintenance - Teen Ctr. Battery replacements	Paid by EFT # 3011		02/10/2023	02/27/2023	02/27/2023		03/03/2023	185.73
10239 - First Alarm	721364	Alarm Monitoring - 304 Hillcrest Ave - Jan-Mar 2023	Paid by EFT # 3011		12/15/2022	02/27/2023	02/27/2023		03/03/2023	683.79
10239 - First Alarm	725153	Alarm Monitoring - 209 Cypress Fire Ave - Jan-Mar 2023	Paid by EFT # 3011		12/15/2022	02/27/2023	02/27/2023		03/03/2023	210.39
10239 - First Alarm	721303	Alarm Monitoring - Council Chambers - Jan-Mar 2023	Paid by EFT # 3011		12/15/2022	02/27/2023	02/27/2023		03/03/2023	126.03
10239 - First Alarm	731521	Remote Access New Code Entry - City Hall	Paid by EFT # 3011		01/24/2023	02/27/2023	02/27/2023		03/03/2023	35.00
10239 - First Alarm	731522	Remote Access New Code Entry - Annex Building	Paid by EFT # 3011		01/24/2023	02/27/2023	02/27/2023		03/03/2023	35.00
10239 - First Alarm	721304	Alarm Monitoring - 209 Cypress Ave - Burg. Jan-Mar 2023	Paid by EFT # 3011		12/15/2022	02/27/2023	02/27/2023		03/03/2023	140.37
Account 6600.010 - Other Charges Alarm Totals									Invoice Transactions 7	\$1,416.31
Account 6600.450 - Other Charges Leases & Rents										
10579 - Transportation Agency of Monterey County	TAMC Feb 2023 A2	Handcart Lease Pymt (Area 2)	Paid by Check # 101883		03/01/2023	03/01/2023	03/01/2023		03/03/2023	3,035.00
Account 6600.450 - Other Charges Leases & Rents Totals									Invoice Transactions 1	\$3,035.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 29	\$28,168.11
Division 000 - Non-Div Totals									Invoice Transactions 29	\$28,168.11
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 29	\$28,168.11
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11788 - City Management Advisors LLC - Peckham & McKenney	Invoice #1E	Professional Services - Police Chief Recruit. Community Survey	Paid by Check # 101855		02/24/2023	02/27/2023	02/27/2023		03/03/2023	2,500.00



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 6300.570 - Prof Svc Other										
11723 - Hardee Polygraph Services - Heather Hardee	MPD23-01	J. Suarez-Lopez - Cancellation Notice	Paid by Check # 101862		01/28/2023	03/01/2023	03/01/2023		03/03/2023	150.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 2	\$2,650.00
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228546	Janitorial Service - Police/Fire/Airport February 2023`	Paid by Check # 101850		02/22/2023	02/23/2023	02/23/2023		03/03/2023	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$1,308.34
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	03-01-23	Monterey County Emergency Communication Quarter 4 Invoice 22/23	Paid by Check # 101868		02/23/2023	02/23/2023	02/23/2023		03/03/2023	122,310.90
Account 6370.010 - Shared Svc 911 Totals									Invoice Transactions 1	\$122,310.90
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	03-01-23	Monterey County Emergency Communication Quarter 4 Invoice 22/23	Paid by Check # 101868		02/23/2023	02/23/2023	02/23/2023		03/03/2023	10,218.62
Account 6370.535 - Shared Svc NGEN O & M Totals									Invoice Transactions 1	\$10,218.62
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	2,414.75
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$2,414.75
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 6	\$138,902.61
Division 000 - Non-Div Totals									Invoice Transactions 6	\$138,902.61
Department 210 - Police Totals									Invoice Transactions 6	\$138,902.61
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10927 - Ace Hardware - Fire Dept.	084503	Battery Lithium & Pine Sol Cleaner	Paid by Check # 101845		02/22/2023	02/23/2023	02/23/2023		03/03/2023	29.46
10231 - FailSafe Testing LLC	12694	Ladder Testing & Maintenance	Paid by Check # 101858		02/21/2023	02/23/2023	02/23/2023		03/03/2023	1,807.26
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 2	\$1,836.72



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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 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228546	Janitorial Service - Police/Fire/Airport February 2023`	Paid by Check # 101850		02/22/2023	02/23/2023	02/23/2023		03/03/2023	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions		1	\$516.66
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	03-01-23	Monterey County Emergency Communication Quarter 4 Invoice 22/23	Paid by Check # 101868		02/23/2023	02/23/2023	02/23/2023		03/03/2023	12,169.30
Account 6370.010 - Shared Svc 911 Totals							Invoice Transactions		1	\$12,169.30
Account 6370.525 - Shared Svc Network Users Group										
10411 - Monterey County - Emergency Communications	03-01-23	Monterey County Emergency Communication Quarter 4 Invoice 22/23	Paid by Check # 101868		02/23/2023	02/23/2023	02/23/2023		03/03/2023	1,420.80
Account 6370.525 - Shared Svc Network Users Group Totals							Invoice Transactions		1	\$1,420.80
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	03-01-23	Monterey County Emergency Communication Quarter 4 Invoice 22/23	Paid by Check # 101868		02/23/2023	02/23/2023	02/23/2023		03/03/2023	3,806.93
Account 6370.535 - Shared Svc NGEN O & M Totals							Invoice Transactions		1	\$3,806.93
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	190.64
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$190.64
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires										
10018 - Advantage Gear	61219-1	Uniform Shirt for R. Dunlap	Paid by EFT # 3009		02/17/2023	02/23/2023	02/23/2023		03/03/2023	137.02
10967 - Monterey Signs, Inc.	22427	Custom Decals Red Silver, Black & Custom Sign	Paid by EFT # 3013		02/21/2023	02/23/2023	02/23/2023		03/03/2023	1,710.86
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires Totals							Invoice Transactions		2	\$1,847.88
Account 6600.480 - Other Charges Medical Svc - Employee										
10872 - Pinnacle Healthcare	415070	Chest Xray for CV	Paid by Check # 101876		02/16/2023	02/23/2023	02/23/2023		03/03/2023	50.00
Account 6600.480 - Other Charges Medical Svc - Employee Totals							Invoice Transactions		1	\$50.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		10	\$21,838.93



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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 250 - Fire										
Division 000 - Non-Div Totals							Invoice Transactions	10		\$21,838.93
Department 250 - Fire Totals							Invoice Transactions	10		\$21,838.93
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.040 - Maint & Repairs Backflow Preventers										
10183 - Marina Backflow Co.	2523	Hilo & Robin	Paid by Check # 101866		02/14/2023	02/23/2023	02/23/2023		03/03/2023	130.00
Account 6360.040 - Maint & Repairs Backflow Preventers Totals							Invoice Transactions	1		\$130.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10239 - First Alarm	725154	Alarm Monitoring - Corp Yard - Jan-Mar 2023	Paid by EFT # 3011		12/15/2022	02/27/2023	02/27/2023		03/03/2023	356.58
10728 - Ace Hardware-Public Works	084418	Paint Project	Paid by Check # 101846		02/14/2023	02/15/2023	02/15/2023		03/03/2023	191.03
10728 - Ace Hardware-Public Works	084419	Paint Project	Paid by Check # 101846		02/14/2023	02/15/2023	02/15/2023		03/03/2023	38.23
10728 - Ace Hardware-Public Works	084399	Paint Supply	Paid by Check # 101846		02/13/2023	02/15/2023	02/15/2023		03/03/2023	10.91
10728 - Ace Hardware-Public Works	084422	Cord Sash	Paid by Check # 101846		02/15/2023	02/15/2023	02/15/2023		03/03/2023	21.84
10728 - Ace Hardware-Public Works	084445	Community Center	Paid by Check # 101846		02/16/2023	02/16/2023	02/16/2023		03/03/2023	39.84
10728 - Ace Hardware-Public Works	084438	Shop Supply	Paid by Check # 101846		02/16/2023	02/16/2023	02/16/2023		03/03/2023	11.73
10728 - Ace Hardware-Public Works	084494	Paint Council Chambers	Paid by Check # 101846		02/22/2023	02/22/2023	02/22/2023		03/03/2023	66.58
10728 - Ace Hardware-Public Works	084509	Pro Ext Pole Paint	Paid by Check # 101846		02/23/2023	02/23/2023	02/23/2023	02/23/2023	03/03/2023	38.23
10080 - Branch's Janitorial	228547	Custodial Service for February 2023	Paid by Check # 101850		02/22/2023	02/22/2023	02/22/2023		03/03/2023	2,886.35
10275 - Home Depot Credit Service	`02-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 101863		02/13/2023	02/17/2023	02/17/2023		03/03/2023	360.43
10520 - Roto-Rooter Plumbers & Restoration	730453809	2 way clean out	Paid by Check # 101878		02/03/2023	02/23/2023	02/23/2023		03/03/2023	990.00
10580 - Tri County Fire Protection	SY105925	Fire Suppression System	Paid by Check # 101884		02/17/2023	02/17/2023	02/17/2023		03/03/2023	171.77
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions	13		\$5,183.52
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0151661	120 Seaside Circle Rodents	Paid by Check # 101860		02/10/2023	02/17/2023	02/17/2023		03/03/2023	80.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$80.00



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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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	03-01-23	Monterey County Emergency Communication Quarter 4 Invoice 22/23	Paid by Check # 101868		02/23/2023	02/23/2023	02/23/2023		03/03/2023	4,189.45
Account 6370.535 - Shared Svc NGEN O & M Totals										Invoice Transactions 1
										\$4,189.45
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056034 020223	3240 De Forest Road	Paid by Check # 101867		02/02/2023	02/15/2023	02/15/2023		03/03/2023	459.89
10349 - Marina Coast Water District	000056100 013123	9th Street (Irrigation) Parcels L&M	Paid by Check # 101867		01/31/2023	02/15/2023	02/15/2023		03/03/2023	2,115.15
10349 - Marina Coast Water District	000056099 013123	9th Street West of 2nd Avenue	Paid by Check # 101867		01/31/2023	02/16/2023	02/16/2023		03/03/2023	182.43
10349 - Marina Coast Water District	000056014 020223	3200 Del Monte Blvd	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	304.86
10349 - Marina Coast Water District	000056011 020223	3254 Abdy Way (Tate-Park Irrigation)	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	92.55
10349 - Marina Coast Water District	000056098 020223	3254 Abdy Way (Tate Park-Building)	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	52.60
10349 - Marina Coast Water District	000056001 021023	209-13 Cypress Ave	Paid by Check # 101867		02/10/2023	02/17/2023	02/17/2023		03/03/2023	106.93
10349 - Marina Coast Water District	000056019 021023	211 Hillcrest Ave	Paid by Check # 101867		02/10/2023	02/22/2023	02/22/2023		03/03/2023	1,060.00
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 8
										\$4,374.41
Account 6400.155 - Material & Suppl Dump Fees										
10043 - Aramark Uniform Service	5110173777	PW Uniforms	Paid by Check # 101847		02/22/2023	02/22/2023	02/22/2023		03/03/2023	218.65
10427 - Monterey Regional Waste Management District	3631616	Dump Run	Paid by Check # 101870		07/01/2022	02/17/2023	02/17/2023		03/03/2023	23.40
Account 6400.155 - Material & Suppl Dump Fees Totals										Invoice Transactions 2
										\$242.05
Account 6400.225 - Material & Suppl Flags										
10113 - Carrot-Top Industries	INV114184	Patriarch	Paid by Check # 101854		01/31/2023	02/23/2023	02/23/2023		03/03/2023	478.74
10113 - Carrot-Top Industries	INV114236	Nylon POW-MIA	Paid by Check # 101854		02/01/2023	02/23/2023	02/23/2023		03/03/2023	237.08
10113 - Carrot-Top Industries	INV114650	California Outdoor Flag	Paid by Check # 101854		02/14/2023	02/23/2023	02/23/2023		03/03/2023	145.83
Account 6400.225 - Material & Suppl Flags Totals										Invoice Transactions 3
										\$861.65



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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 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.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	95.30
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		<u>\$95.30</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110169056	PW Uniforms	Paid by Check # 101847		02/15/2023	02/15/2023	02/15/2023		03/03/2023	130.05
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	1		<u>\$130.05</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	31		<u>\$15,286.43</u>
Division 311 - Buildings & Grounds Totals							Invoice Transactions	31		<u>\$15,286.43</u>
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10251 - GCS Environmental Equipment Services	26366	Transition Assy with Seal	Paid by Check # 101861		02/09/2023	02/15/2023	02/15/2023		03/03/2023	920.20
10403 - NAPA Auto Parts - former Monterey Auto Supply	964167	Shop	Paid by Check # 101871		02/14/2023	02/15/2023	02/15/2023		03/03/2023	217.19
10403 - NAPA Auto Parts - former Monterey Auto Supply	964166	Shop	Paid by Check # 101871		02/14/2023	02/15/2023	02/15/2023		03/03/2023	142.37
10403 - NAPA Auto Parts - former Monterey Auto Supply	963406	Shop	Paid by Check # 101871		02/10/2023	02/15/2023	02/15/2023		03/03/2023	80.55
10528 - Salinas Valley Ford	38301	Park and Rec Truck	Paid by Check # 101879		02/15/2023	02/15/2023	02/15/2023		03/03/2023	62.84
10528 - Salinas Valley Ford	38300	Park & Rec Van	Paid by Check # 101879		02/15/2023	02/15/2023	02/15/2023		03/03/2023	49.49
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions	6		<u>\$1,472.64</u>
Account 6360.850 - Maint & Repairs Vehicle										
10085 - Burton's Fire, Inc.	W 80798	Unit 14684	Paid by Check # 101890		02/23/2023	02/23/2023	02/23/2023		03/03/2023	3,061.48
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	1		<u>\$3,061.48</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	7		<u>\$4,534.12</u>
Division 313 - Vehicle Maint Totals							Invoice Transactions	7		<u>\$4,534.12</u>
Department 310 - Public Works Totals							Invoice Transactions	38		<u>\$19,820.55</u>
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
11084 - EMC Planning Group	23-047	January 2023	Paid by Check # 101857		01/31/2023	02/21/2023	02/21/2023		03/03/2023	9,849.31



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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										
10508 - Regional Government Services	14625	Contract Services for Planning - January 2023	Paid by EFT # 3014		01/31/2023	02/28/2023	02/28/2023		03/03/2023	3,916.40
10508 - Regional Government Services	14635	Contract Services for Planning-Reimbursable Expenses for Evanson	Paid by EFT # 3014		01/31/2023	02/28/2023	02/28/2023		03/03/2023	588.60
10515 - Rincon Consultants, Inc.	45615	Marina On-Call GIS Services 1/1/2023 through 1/31/2023	Paid by EFT # 3016		02/10/2023	02/13/2023	02/13/2023		03/03/2023	546.25
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions 4			\$14,900.56
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	63.55
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$63.55
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	292397250001	Office Depot Planning Supplies	Paid by Check # 101873		02/23/2023	02/24/2023	02/24/2023		03/03/2023	131.79
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 1			\$131.79
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 6			\$15,095.90
Division 000 - Non-Div Totals							Invoice Transactions 6			\$15,095.90
Department 410 - Planning Totals							Invoice Transactions 6			\$15,095.90
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	49137	BMR Site 2 Backbone inspections	Paid by EFT # 3010		02/10/2023	02/15/2023	02/15/2023		03/03/2023	1,188.00
10171 - CSG Consultants	49140	Dunes Phase 3 (Backbone)-Inspections	Paid by EFT # 3010		02/10/2023	02/15/2023	02/15/2023		03/03/2023	264.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions 2			\$1,452.00
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	49136	Quick Quack Carwash	Paid by EFT # 3010		02/10/2023	02/15/2023	02/15/2023		03/03/2023	1,056.00
10171 - CSG Consultants	49138	Dunes Promenade (1B) Inspections	Paid by EFT # 3010		02/10/2023	02/15/2023	02/15/2023		03/03/2023	1,320.00
10171 - CSG Consultants	49139	Dunes Phase 2 East Inspections	Paid by EFT # 3010		02/10/2023	02/15/2023	02/15/2023		03/03/2023	2,017.00



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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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	49141	200 Reservation Rd (Starbucks)	Paid by EFT # 3010		02/10/2023	02/15/2023	02/15/2023		03/03/2023	924.00
Account 6330.200 - Fee Agr Costs - Engineering Totals							Invoice Transactions	4		\$5,317.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$6,769.00
Division 000 - Non-Div Totals							Invoice Transactions	6		\$6,769.00
Department 420 - Engineering Totals							Invoice Transactions	6		\$6,769.00
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	292025446001	Office Supplies	Paid by Check # 101874		02/03/2023	02/15/2023	02/15/2023		03/03/2023	90.43
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$90.43
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$90.43
Division 000 - Non-Div Totals							Invoice Transactions	1		\$90.43
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$90.43
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Feb 23 520 5	AT&T 831-582-9957 520 5	Paid by Check # 101848		02/13/2023	02/22/2023	02/22/2023		03/03/2023	270.40
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$270.40
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	158.87
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$158.87
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$429.27
Division 100 - Admin Totals							Invoice Transactions	2		\$429.27
Department 510 - Recreation & Culture Totals							Invoice Transactions	2		\$429.27
Fund 100 - General Fund Totals							Invoice Transactions	105		\$376,635.66



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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	Feb 2023 362-9	PG&E - 5996678362-9	Paid by Check # 101875		02/17/2023	02/24/2023	02/24/2023		03/03/2023	114.77
10463 - Pacific Gas & Electric	Feb 2023 533-8	PG&E - 2253666533-8	Paid by Check # 101875		02/21/2023	03/01/2023	03/01/2023		03/03/2023	138.35
10463 - Pacific Gas & Electric	Feb 2023 683-2	PG&E 6217294683-2	Paid by Check # 101875		02/21/2023	03/01/2023	03/01/2023		03/03/2023	868.22
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 3	\$1,121.34
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056008 02023	Reservation & Del Monte	Paid by Check # 101867		02/02/2023	02/15/2023	02/15/2023		03/03/2023	28.34
10349 - Marina Coast Water District	000056084 02023	Crescent/Shuler/Irrigation	Paid by Check # 101867		02/02/2023	02/15/2023	02/15/2023		03/03/2023	28.34
10349 - Marina Coast Water District	000056085 02023	Crescent/Whitney Irrigation	Paid by Check # 101867		02/02/2023	02/15/2023	02/15/2023		03/03/2023	28.34
10349 - Marina Coast Water District	000056036 013123	2nd Ave/Divarty & Intergarrison	Paid by Check # 101867		01/31/2023	02/15/2023	02/15/2023		03/03/2023	191.54
10349 - Marina Coast Water District	000056037 013123	2nd Ave	Paid by Check # 101867		01/31/2023	02/16/2023	02/16/2023		03/03/2023	177.53
10349 - Marina Coast Water District	000056095 013123	2nd Ave	Paid by Check # 101867		01/31/2023	02/16/2023	02/16/2023		03/03/2023	177.53
10349 - Marina Coast Water District	000056086 020223	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	28.34
10349 - Marina Coast Water District	000056087 020223	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	28.34
10349 - Marina Coast Water District	000056032 020223	Crescent Ave/Costa Del Mar East Side	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	62.91
10349 - Marina Coast Water District	000056030 02022	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	38.22
10349 - Marina Coast Water District	000056049 013123	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 101867		01/31/2023	02/16/2023	02/16/2023		03/03/2023	202.00
10349 - Marina Coast Water District	000056007 021023	Calif Ave/North of 3rd	Paid by Check # 101867		02/10/2023	02/17/2023	02/17/2023		03/03/2023	92.55
10349 - Marina Coast Water District	000056027 021023	Calif Ave at Reindollar	Paid by Check # 101867		02/10/2023	02/17/2023	02/17/2023		03/03/2023	38.22
10349 - Marina Coast Water District	000056022 021023	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 101867		02/10/2023	02/22/2023	02/22/2023		03/03/2023	40.42
10349 - Marina Coast Water District	000056024 021023	Del Monte/Palm	Paid by Check # 101867		02/10/2023	02/22/2023	02/22/2023		03/03/2023	92.55



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056021 021023	Reservation Rd/By 290- 308 Reservation	Paid by Check # 101867		02/10/2023	02/22/2023	02/22/2023		03/03/2023	18.52
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		16	\$1,273.69
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	95.32
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$95.32
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	151362	Flat Blade Cross Saddle	Paid by Check # 101852		02/21/2023	02/23/2023	02/23/2023		03/03/2023	218.46
Account 6400.733 - Material & Suppl Signs Totals							Invoice Transactions		1	\$218.46
Account 6400.750 - Material & Suppl Street Material (non-capitalize)										
10043 - Aramark Uniform Service	5110173778	Shop Supplies	Paid by Check # 101847		02/22/2023	02/22/2023	02/22/2023		03/03/2023	62.36
10313 - Kelly-Moore Paint Co.,Inc	802- 00000852740	Council Chambers	Paid by Check # 101864		02/22/2023	02/22/2023	02/22/2023		03/03/2023	540.75
Account 6400.750 - Material & Suppl Street Material (non-capitalize) Totals							Invoice Transactions		2	\$603.11
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	17987	Traffic Signal Maintenance	Paid by Check # 101849		01/28/2023	02/16/2023	02/16/2023		03/03/2023	250.00
11248 - Bear Electrical Solutions, Inc.	18015	Traffic Signal Maintenance	Paid by Check # 101849		01/28/2023	02/16/2023	02/16/2023		03/03/2023	595.00
11248 - Bear Electrical Solutions, Inc.	17495	Traffic Signal Maintenance Response	Paid by Check # 101849		11/28/2022	02/16/2023	02/16/2023		03/03/2023	170.00
11248 - Bear Electrical Solutions, Inc.	17360	Reservation & Deforest Rd	Paid by Check # 101849		12/08/2022	02/16/2023	02/16/2023		03/03/2023	3,037.50
11248 - Bear Electrical Solutions, Inc.	17716	Traffic Signal Maintenance Response	Paid by Check # 101849		12/28/2022	02/16/2023	02/16/2023		03/03/2023	5,665.50
11248 - Bear Electrical Solutions, Inc.	17422	Traffic Signal Maintenance Services Routine	Paid by Check # 101849		11/28/2022	02/16/2023	02/16/2023		03/03/2023	250.00
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions		6	\$9,968.00
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110169064	PW Shop Supplies	Paid by Check # 101847		02/15/2023	02/15/2023	02/15/2023		03/03/2023	62.36
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		1	\$62.36
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		30	\$13,342.28
Division 000 - Non-Div Totals							Invoice Transactions		30	\$13,342.28
Department 000 - Non-Dept Totals							Invoice Transactions		30	\$13,342.28



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 Totals								Invoice Transactions	30	\$13,342.28



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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										
10189 - Denise Duffy & Associates	8415	Blight Removal Project Amendment 1	Paid by Check # 101856		02/07/2023	02/16/2023	02/16/2023		03/03/2023	10,451.50
11489 - Wallace Group, Inc.	58646	Blight Removal	Paid by Check # 101887		02/23/2023	02/24/2023	02/24/2023		03/03/2023	60,155.11
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$70,606.61
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$70,606.61
Division 000 - Non-Div Totals							Invoice Transactions	2		\$70,606.61
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$70,606.61
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		\$70,606.61



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 225 - National Park Service										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11718 - Noland, Hamerly, Etienne & Hoss	228897	Professional Legal Services - Jan-Feb 2023	Paid by Check # 101872		02/22/2023	02/24/2023	02/24/2023		03/03/2023	3,093.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	1		<u>\$3,093.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$3,093.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$3,093.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$3,093.00</u>
Fund 225 - National Park Service Totals							Invoice Transactions	1		<u>\$3,093.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056015 020223	Corner of Cardoza & Dolphin Circle	Paid by Check # 101867		02/02/2023	02/16/2023	02/16/2023		03/03/2023	62.91
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			\$62.91
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$62.91
Division 000 - Non-Div Totals							Invoice Transactions 1			\$62.91
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$62.91
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions 1			\$62.91



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Feb 2023 272-1	PG&E - 2862559272-1	Paid by Check # 101875		02/16/2023	02/24/2023	02/24/2023		03/03/2023	45.43
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$45.43
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$45.43
Division 000 - Non-Div Totals							Invoice Transactions	1		\$45.43
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$45.43
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$45.43



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	58607	Airport B533 Exterior CM	Paid by Check # 101887		02/23/2023	02/23/2023	02/23/2023		03/03/2023	800.99
11489 - Wallace Group, Inc.	58603	Airport Fuel Farm 100LL Tank Replacement	Paid by Check # 101887		02/23/2023	02/23/2023	02/23/2023		03/03/2023	915.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$1,716.49
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$1,716.49
Division 000 - Non-Div Totals							Invoice Transactions	2		\$1,716.49
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$1,716.49
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	2		\$1,716.49



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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										
10189 - Denise Duffy & Associates	8414	Imjin Parkway Improvement Project	Paid by Check # 101856		02/03/2023	02/16/2023	02/16/2023		03/03/2023	17,876.00
11364 - Jeff Katz Architectural Corp. - JKA Architecture	21546	Marina Aquatic and Sports Center Design Phase	Paid by EFT # 3012		01/31/2023	02/16/2023	02/16/2023		03/03/2023	33,435.00
11266 - Verde Design, Inc.	1-2121702	Dunes Park Development Project	Paid by Check # 101886		02/06/2023	02/16/2023	02/16/2023		03/03/2023	10,477.50
11278 - M3 Environmental Consulting, LLC	2240901	Sports Ctr/Roller Hockey Rink	Paid by Check # 101865		11/15/2022	02/16/2023	02/16/2023		03/03/2023	5,076.00
11489 - Wallace Group, Inc.	58647	MLK Sculpture CM&I Services	Paid by Check # 101887		02/23/2023	02/23/2023	02/23/2023		03/03/2023	4,041.54
11489 - Wallace Group, Inc.	58645	California Ave Pedestrian Crossing Construction	Paid by Check # 101887		02/23/2023	02/23/2023	02/23/2023		03/03/2023	1,232.75
11489 - Wallace Group, Inc.	58632	MLK Sculpture CDs	Paid by Check # 101887		02/23/2023	02/23/2023	02/23/2023		03/03/2023	2,267.93
11489 - Wallace Group, Inc.	58606	Gloria Jean Tate Park Pump Track & Restroom Improvements	Paid by Check # 101887		02/23/2023	02/23/2023	02/23/2023		03/03/2023	2,890.82
11489 - Wallace Group, Inc.	58631	Sea Haven City Park	Paid by Check # 101887		02/23/2023	02/23/2023	02/23/2023		03/03/2023	160.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	9		\$77,457.54
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	9		\$77,457.54
Division 000 - Non-Div Totals							Invoice Transactions	9		\$77,457.54
Department 000 - Non-Dept Totals							Invoice Transactions	9		\$77,457.54
Fund 462 - City Capital Projects Totals							Invoice Transactions	9		\$77,457.54



Accounts Payable by G/L Distribution Report

Payment Date Range 03/03/23 - 03/03/23

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 6300.465 - Prof Svc Legal - Special Counsel										
11718 - Noland, Hamerly, Etienne & Hoss	228897	Professional Legal Services - Jan-Feb 2023	Paid by Check # 101872		02/22/2023	02/24/2023	02/24/2023		03/03/2023	2,726.00
Account 6300.465 - Prof Svc Legal - Special Counsel Totals									Invoice Transactions 1	\$2,726.00
Account 6360.050 - Maint & Repairs Building										
10183 - Marina Backflow Co.	2510	751 Neeson Rd	Paid by Check # 101866		02/07/2023	02/23/2023	02/23/2023		03/03/2023	130.00
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 1	\$130.00
Account 6360.360 - Maint & Repairs Janitorial										
10239 - First Alarm	725155	Alarm Monitoring - Airport Hangar 524 - Jan-Mar 2023	Paid by EFT # 3011		12/15/2022	02/27/2023	02/27/2023		03/03/2023	121.41
10080 - Branch's Janitorial	228546	Janitorial Service - Police/Fire/Airport February 2023`	Paid by Check # 101850		02/22/2023	02/23/2023	02/23/2023		03/03/2023	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 2	\$531.41
Account 6360.440 - Maint & Repairs Landscape General										
10275 - Home Depot Credit Service	`02-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 101863		02/13/2023	02/17/2023	02/17/2023		03/03/2023	878.97
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$878.97
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Feb 2023 683-2	PG&E 6217294683-2	Paid by Check # 101875		02/21/2023	03/01/2023	03/01/2023		03/03/2023	84.72
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$84.72
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	30979A-IN	Regular-Ethanol	Paid by Check # 101869		02/09/2023	02/15/2023	02/15/2023		03/03/2023	95.32
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$95.32
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 7	\$4,446.42
Division 000 - Non-Div Totals									Invoice Transactions 7	\$4,446.42
Department 000 - Non-Dept Totals									Invoice Transactions 7	\$4,446.42
Fund 555 - Marina Airport Totals									Invoice Transactions 7	\$4,446.42
Grand Totals									Invoice Transactions 158	\$547,406.34



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
March 7, 2023

MINUTES

Wednesday, February 22, 2023

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 2023-07, 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, 2023, 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)

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

3. PUBLIC COMMENT ON CLOSED SESSION: None

4. CLOSED SESSION:

a. 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

- ii. Property: Desert Star Systems, 3261 Imjin Road, Marina, CA
Negotiating Party: Marco Flagg
Negotiator(s): City Manager
Terms: Price and Terms
 - iii. Property: Las Animas Concrete, LLC, 499 Ninth Street, Marina, CA
Negotiating Party: Bart and Paula Bruno
Negotiator(s): City Manager
Terms: Price and Terms
 - iv. Property: 3200-C, Imjin Road, Marina, CA, designated as a portion of
APN: 031-112-001-000
Negotiating Party: Joby Aero Inc.
Negotiator(s): City Manager
Terms: Price and Terms
 - v. Property: Commercial property at southeast corner of Del Monte Blvd. and
Palm Avenue (APN 032-303-038)
Negotiating Party: George Powell
Negotiator(s): City Manager
Terms: Price and Terms
- b. Public Employment Appointment (Govt. Code Section 54957(b)(1):
Position: City Attorney

**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 at 5:00 pm in Closed Session on several items. We met on one item 3a, Public Employee Appointment, City Attorney; also the council met on 3b(i) Cypress Knolls Property and 3b(iv) which is the Imjin Road property. As to those items direction was provided to staff, but no reportable action was taken. There was two item council did not discuss tonight and those items are 3b(ii) and 3b(iii).

- 5. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
- 6. **SPECIAL PRESENTATIONS:**
 - a. Certificate of Appreciation, Eduardo Bernal-Samaro
 - b. Wreaths Across America Mobile Education Exhibit Proclamation
- 7. **COUNCIL AND STAFF ANNOUNCEMENTS:**

Council Member McCarthy – Attended graduation ceremony at the Defense Language Institute

Mayor Pro Tem Medina Dirksen – Announced Friends of the Marina Library will be having a book sale on March 3-5, 2023. Thanked the Public Works Department of Police Department for their quick responses on the storm and wind damage. Announced the Marina High School Boys Basketball team made it the to playoffs.

Mayor Delgado – Also commented on Marina High School’s Boys Basketball team going to the playoffs. Announced on February 25th will be the last planning event for the Fort Ord National Monument from 10:00am-1:00pm. Commented on the recent tagging of a wall at Vince DiMaggio Park and the support of the community and city staff to get it cleaned up.

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.*
- Grace Silva-Santella – Informed council that the AV system at the Marina Library Community Room is nearing completion and a final walkthrough will be done on February 28th. On March 11th Friends of the Marina Library will have its first film scheduled and has a six-part art History series, with local Marina residents. They are hoping to have at least three films a month. Thanked the City Council for their vote on the cardroom and maintaining the moratorium. Spoke about the importance of adopting the Downtown Vitalization Specific Plan.
 - Jeff Markham – Would like to see a standing discussion on exparte disclosures on the Council agendas as a form of transparency. Spoke on the council decision at the last council meeting on the cardroom ordinance. Spoke about the Downtown Vitalization Specific Plan adoption prior to any further discussion on cardrooms.
 - Doug Yount – Happy to host Wreaths Across America Mobile Education Exhibit trailer, it's a great program and thanked Kathy Imamura and all those involved in bring this to Marina. Announced that Brass Tap Restaurant will begin construction soon and a groundbreaking ceremony in March.
 - Carrie Burley – Spoke about The Dunes projects going on and no follow-ups on them for better transparency. Spoke about no sports being brought up and pointed out that baseball and softball had a very successful free training for any youths. Believes the Pony Baseball Board should be recognized for their efforts.
 - Valarie Mathews – Spoke about Pony Baseball/Softball camps and the need to keep the current fields maintained. Noted Marina needs more ballfields to accommodate the large growing youth sport.
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) Accounts Payable Check Numbers 101724-101796, totaling \$1,162,824.58.
Successor Agency Accounts Payable Check Number 104, totaling \$4,940.00.
- b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) February 7, 2023, Regular City Council Meeting
- c. CLAIMS AGAINST THE CITY: None
- d. AWARD OF BID: None
- e. CALL FOR BIDS: None
- f. ADOPTION OF RESOLUTIONS:
 - (1) Adopting **Resolution No. 2023-14**, ordering the City Engineer to prepare and to file a report related to maintenance of the Cypress Cove II Landscape Maintenance Assessment District for Fiscal Year 2023-2024.
 - (2) Adopting **Resolution No. 2023-15**, ordering the City Engineer to prepare and to file a report related to maintenance of the Seabreeze Landscape Maintenance Assessment District for Fiscal Year 2023-2024.
 - (3) Adopting **Resolution No. 2023-16**, ordering the City Engineer to prepare and to file a report related to maintenance of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District for Fiscal Year 2023-2024.
- g. APPROVAL OF AGREEMENTS:
 - (1) Adopting **Resolution No. 2023-17**, approving an Agreement for Professional Restoration & Cleaning Services between the City of Marina and ATI Restoration, LLC. for the City owned building located at 3200 Imjin Road (Building 507) at the Marina Municipal Airport
 - (2) Adopting **Resolution No. 2023-18**, approving an Amendment to the Lease Agreement between City of Marina and DISH Wireless, LLC., for the cell site located at 761 Neeson Road, Building 524, at the Marina Municipal Airport.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE):
 - (1) Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) for the quarter ended December 31, 2022.
- k. FUNDING & BUDGET MATTERS: None

1. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by Title Only and adopting **Ordinance No. 2023-02**, approving amending Title 17 (Zoning Ordinance) of the Marina Municipal Code and add Section 2.37.1 to the General Plan in response to Senate Bill 478. This state law encourages the adoption of policies that support missing middle housing projects. *The proposed amendments are exempt from CEQA per Section 15061(b)(3) of the CEQA Guidelines.*

m. APPROVE APPOINTMENTS: None**DELGADO/BIALA: TO APPROVE THE CONSENT AGENDA. 5-0-0-0 MOTION PASSES BY ROLL CALL VOTE**

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.*
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. 2023-19**, 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 from November 15, 2022, December 6, 2022, and February 7, 2023*

Public Comments: None received.

Median Dirksen/Biala: we approve a use permit for combined medical Adult cannabis, dispensary use, we've taken testimony, and that we accept the staff recommendation as to the modifications to the building at 3100 Del Monte Boulevard, with the caveat that native plants to use as to the best possible as to the best of their ability, partnering with Marina Tree and Garden Clubs. Come back

Council Member Biala asked for a friendly amendment - on the language of the maintenance clause add the words “and artwork for the maintenance” and that we add to the motion that we add in a non-discriminatory clause, to exhibit 2

Mayor Pro Tem Medina Dirksen accepted Council Member Biala's friendly amendment. So the motion will include a clause that artwork is included as well as a non-discriminatory clause.

Council Member McCarthy requested a friendly amendment for consideration, that mural be approved from Marina Youth Arts, or similar bona fide youth arts organization, selected by staff, must not represent the business cannabis or cannabis activities in any way, and must have picked nature themes appropriate for all ages. Or come back to council on consent for mural approval.

RESTATED MOTION

MEDINA DIRKSEN/BIALA: THAT WE ACCEPT THE PROPOSED MODIFICATIONS, DO AN APPROVED USE PERMIT FOR THE CANNABIS DISPENSARY AT 3100 DEL MONTE BOULEVARD, ALSO KNOWN AS CATALYST; AND

- 1) **THAT WE INCLUDE ARTWORK IN THIS SCOPE OF THE MURAL**
- 2) **WE INCLUDE LANGUAGE THAT INCLUDES NON-DISCRIMINATORY POLICIES.**
- 3) **THAT WE INCLUDE A MAINTENANCE AND LANDSCAPING PLAN INSPECTION UPON ANNUAL INSPECTION OF THE PROPERTY AND REVIEW OF ITS LICENSE**
- 4) **THAT WE REMOVE THE LANGUAGE HAVING TO DO WITH THE 45 TO 60 DAYS COMPLETION OF THE MURAL AND IN ITS PLACE ADD THAT THE PROPOSED ART WILL COME BEFORE THIS BODY, WORKING WITH STAFF FOR INPUT PRIOR TO PUTTING I PAINT TO WALL.**
- 5) **THAT THE COUNCIL ALSO FINDS THE PROJECT EXEMPT FROM CEQA, AND IS EXTENDING THE USE PERMIT UNTIL JANUARY 1, 2024**

5-0-0-0 Motion Passes by Roll Call Vote

- b. Adopting **Resolution No. 2023-20**, appointing members to a new temporary General Plan Advisory Committee (GPAC) and associated Bylaws. *The formation of an administrative committee is exempt from environmental review per sec. 15378 of the CEQA Guidelines*

VISSCHER/BIALA: THAT WE ADOPT RESOLUTION NO. 2023-20, APPOINTING MEMBERS TO A NEW TEMPORARY GENERAL PLAN ADVISORY COMMITTEE (GPAC) AND ASSOCIATED BYLAWS WITH 5-0-0-0 MOTION PASSES BY ROLL CALL VOTE

Public Comments:

- Brad Imamura – Asked What was the criteria that the Council used for their own personal selections to this committee?
- Jeff Markham – Asked about the criteria for understanding what the diversity of selection would be based on the spreadsheet that was presented, what the representation of the committee would be?

- c. Consider public meeting format after February 28, 2023; and provide direction to staff. *(Not a Project under CEQA per Article 20, Section 15378)* **Continued from February 7, 2023**

MCCARTHY/MEDINA DIRKSEN: THAT WE GIVE STAFF DIRECTION THAT THE CITY COUNCIL WOULD LIKE TO BOTH RETURNED TO IN-PERSON MEETING SUBJECT TO TRADITIONAL TELECONFERENCING RULES AND INSTITUTE HYBRID MEETINGS AND CONFORMANCE WITH AB2449 AND THAT FOR ALL SUBSIDIARY BODIES RESUME IN PERSON MEETINGS DUE TO STAFFING DEMANDS. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Mia Nguyen – Thinks Zoom is convenient for the public, especially for those who work full-time. Likes the idea of giving priority for those in person to speak first. Asked if people can identify themselves when speaking.
- d. Adopting **Resolution No. 2023-21**, approval of an agreement with TBWBH Props & Measures for consulting services to assist with public engagement, community outreach and messaging materials for a potential bond measure for the construction of police/fire/community center city facilities.

MCCARTHY/VISSCHER: THAT WE ADOPT RESOLUTION NO. 2023-21, APPROVAL OF AN AGREEMENT WITH TBWBH PROPS & MEASURES FOR CONSULTING SERVICES TO ASSIST WITH PUBLIC ENGAGEMENT, COMMUNITY OUTREACH AND MESSAGING MATERIALS FOR A POTENTIAL BOND MEASURE FOR THE CONSTRUCTION OF POLICE/FIRE/COMMUNITY CENTER CITY FACILITIES. 5-0-0-0 MOTION PASSES BY ROLL CALL VOTE

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: The meeting adjourned at 9:57 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and
Members of the City Council

City Council Meeting
of March 7, 2023

CITY COUNCIL CONSIDER ADOPTING A RESOLUTION 2023-, AMENDING SECTION 4.105 OF THE GENERAL PLAN PERTAINING TO EMERGENCY PREPAREDNESS. THIS PROJECT IS EXEMPT FROM CEQA PER SECTIONS 15060(c)(2) AND 15061(b)(3) FOR PROJECTS WITH NO POTENTIAL EFFECT ON THE ENVIRONMENT. THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE PROPOSED AMENDMENT AT ITS FEBRUARY 9, 2023, NOTICED PUBLIC HEARING.

RECOMMENDATION:

It is requested that the City Council Commission consider:

1. Adopting Resolution 2023-, adopting the proposed amendment to Section 4.105 of the 2000 General Plan based on findings and Sections 15060(c)(2) and 15061(b)(3) CEQA Exemptions.” “**(EXHIBIT A)**”

PROJECT LOCATION:

This amendment will be in effect throughout the City of Marina (City) except within the Coastal zone which is regulated by the City’s Local Coastal Program (LCP).

BACKGROUND:

The City participated in the 2021-2022 update to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MCMJHMP) including the preparation of Annex G (“**EXHIBIT B**”) which is specific to hazards, resources, and planning and response efforts relating to the City’s infrastructure, location, staffing, etc. In August 2022, the City Council adopted Resolution 2022-98 (“**EXHIBIT C**”) adopting the Annex G as the City’s Local Hazard Mitigation Plan as required by the Disaster Mitigation Act of 2000. In September 2022, the County’s MJHMP was approved by the Federal Emergency Management Agency (FEMA).

In order to be eligible for additional state and federal pre- and post-disaster funding, the City must be in compliance with Assembly Bill (AB) 2140. This Bill mandates the Safety Elements of local jurisdictions’ General Plans either include an approved Local HMP (LHMP) as an appendix to the General Plan or include by reference the adopted MJHMP prepared by either the local jurisdiction itself or the regional entity preparing a MJHMP as is the case with Monterey County. At a noticed public hearing on February 9, 2023, the Planning Commission adopted Resolution 2023-07 (“**EXHIBIT D**”) recommending that the Council approve the amendment as presented.

PROJECT ANALYSIS:

Zoning Analysis

As noted in the draft Resolution, the proposed amendment will be consistent with the Zoning Code and any implementation measures.

General Plan Compliance

The proposed amendment seeks to remove and replace the language in Section 4.105-Emergency Preparedness, in its entirety, to bring the language into compliance with the federal Disaster Mitigation Act of 2000 and California's AB 2140 passed in 2006. The proposed amendment is consistent with the General Plan's Amendment Procedures in Section 1.20 and is in accord with the General Plan's Community Goals and Primary Policies concerning public safety and emergency response. Note that the GP2045 comprehensive General Plan Update will incorporate the MCMJHMP by reference.

CORRESPONDENCE

No applicable correspondence has been received as of the date of this writing.

FINANCIAL IMPACT

The amendment will have no financial impact to the City's operating budget and will, in fact, allow the City to be eligible for additional disaster-related state and federal funding.

ENVIRONMENTAL DETERMINATION

The adoption of this Resolution and minor amendment to Section 4.105 of the General Plan will not result in a significant negative impact to the environment and is exempt from environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

CONCLUSION

This request is submitted for the City Council's consideration and adoption.

Respectfully submitted,

Alyson Hunter, AICP
Interim Planning Manager, Community Development Department
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
Community Development Director
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL AMENDING SECTION 4.105-*EMERGENCY PREPAREDNESS*, OF THE GENERAL PLAN TO REFLECT THE CITY'S ADOPTION BY REFERENCE OF THE 2022 MONTEREY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN. THIS GENERAL PLAN AMENDMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER SECTIONS 15060(c)(2) AND 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES.

WHEREAS, the City of Marina (City) recognizes the threat that natural and human-induced hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local or Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City fully participated in the FEMA-prescribed mitigation planning process conducted by the County of Monterey known as the Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MCMJHMP) and, on August 3, 2022, the City Council of Marina adopted Resolution 2022-98 adopting Annex G (City of Marina) of the MCMJHMP as the official Local Hazard Mitigation Plan (LHMP) for the City; and

WHEREAS, adoption by the City Council for the City would demonstrate the City's commitment to fulfilling the mitigation goals and objectives outlined in the MCMJHMP and is the first step in obtaining compliance with Assembly Bill (AB) 2140; and

WHEREAS, passed in 2006, AB 2140 allows California counties and cities to adopt their current, FEMA-approved LHMP/MJHMPs into the Safety Element of their General Plans. This adoption makes the county or city eligible to be considered for part or all its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act (CDAA); and

WHEREAS, the proposed amendment is subject to the findings provided in Exhibit A; and

WHEREAS, to obtain compliance with AB 2140 and to be considered for future funding through the CDAA, the City Council amends Section 4.105-Emergency Preparedness, of the 2000 General Plan as indicated in Exhibit B and referenced herein; and

WHEREAS, the Planning Commission, at a duly noticed public hearing on February 9, 2023, adopted Resolution 2023-07 recommending that the City Council amend the referenced section as presented; and

WHEREAS, adoption of a minor amendment to Section 4.105 of the General Plan will not result in a significant negative impact to the environment and is exempt from environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines; and

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

1. Find that the foregoing recitals are adopted as findings of the City Council as though set forth fully herein.
2. Make the findings set forth in Exhibit A, attached hereto, and adopt the Resolution to amend the 2000 General Plan, Section 4.105, as set forth hereto and incorporate by reference and adopt the Monterey County Multi-Jurisdictional Hazards Mitigation Plan and Annex G (City of Marina) by reference in accordance with the requirements of AB 2140; and
3. If approved, direct staff to submit this Resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirement of AB 2140.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of March 2023, by the following vote:

AYES, COMMISSIONERS:

NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

Exhibit A to Resolution Findings

The following standard findings should be made for each General Plan amendment (the finding is in *italics* and staff's justification follows):

- *The proposed amendment is deemed in the public interest.*

The adoption by reference of the County's Multi-Jurisdictional Hazard Mitigation Plan and its Annex G for the City of Marina into the City's Safety section of its 2000 General Plan is in the public's interest as it allows the City to be eligible for a broader range of federal and state pre- and post-disaster grant funding.

- *The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.*

The proposed amendment replaces the section created in 2000 which is not in compliance with AB 2140. The proposed language is similar to the existing and will not create inconsistencies within the Plan or any implementation measures.

- *The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.*

The proposed amendment will be beneficial to the public health, safety, and welfare as it will provide the opportunity for the City to be eligible for pre- and post-disaster funding that it otherwise would not be.

- *The proposed amendment has processed in accordance with the applicable provisions of the California Environmental Quality Act (CEQA).*

The adoption of this Resolution and minor amendment to Section 4.105 of the General Plan will not result in a significant negative impact to the environment and is exempt from environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

Exhibit B to Resolution

Existing General Plan (2000) to be deleted and replaced in its entirety:

Emergency Preparedness

4.105 In coordination with other emergency-response agencies within the County, the City shall implement the following emergency-preparedness policies as set forth by the City's emergency preparedness plan (i.e., *Standardized Emergency Management System Multi-hazard Functional Plan*): emergency planning; training of emergency-response personnel; ensuring the provision of adequate resources, supplies and equipment to respond effectively to emergencies; promoting public awareness and education; and formulating measures, including land use, design and construction regulations, to reduce the likelihood and amount of losses from disasters.

Proposed Amendment:

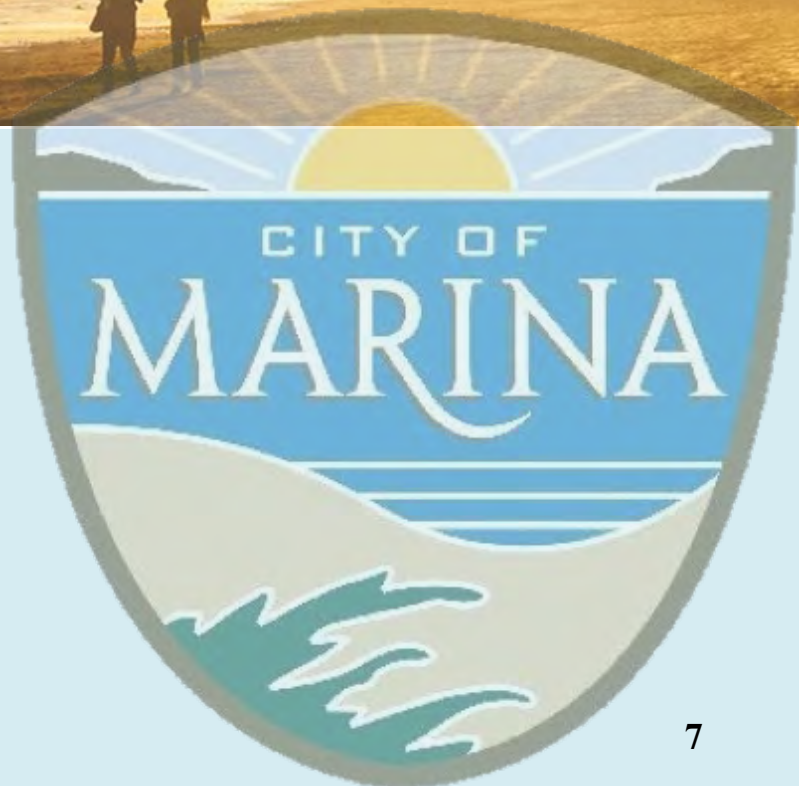
Emergency Preparedness

4.105 The Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MCMJHMP), and its incorporated Annex G for the City of Marina, was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's 2011 Local Hazard Mitigation Plan guidance. The MCMJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short-term and long-term strategies, involve planning, policy changes, programs, projects, and other activities. The County's 2022 Multi-Jurisdictional Hazard Mitigation Plan and Annex G can be found on Monterey County's Office of Emergency Services (OES) website at this location: <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/office-of-emergency-services/hazard-mitigation/2022-mjhhmp#:~:text=The%202022%20Monterey%20County%20Multi,municipalities%2C%20and%205%20special%20districts.>

ANNEX G: CITY OF MARINA



2021 Monterey County
Multi-Jurisdictional
Hazard Mitigation Plan



G. CITY OF MARINA

G.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Chief Doug McCoun

Fire Chief, Marina Fire

211 Hilcrest Avenue

Marina, CA 93933

(831) 275-1700

dmccoun@cityofmarina.org

G.2 COMMUNITY PROFILE

G.2.1 LOCATION



CITY OF MARINA Multi-Jurisdictional Hazard Mitigation Plan

G.2.2 GEOGRAPHY AND CLIMATE

The City of Marina is a small coastal city located along the Monterey Bay. Marina occupies nearly 10 square miles in total area just north of Seaside and west of Salinas. Marina is on California State Route 1 between Monterey and Santa Cruz.

G.2.3 HISTORY

Dating back to (circa) 1868, about 9,000 acres of land stretching north along the Pacific Ocean, and east along the Salinas River, was owned by the late David Jacks and James Bardin. The land block breakup began in 1885, when the Bardin heirs sold 1,372 ½ acres to John Armstrong for farmland and grazing. About a year later, 1,450 acres was sold, then named the Sand Hill Ranch, and then 400 hundred acres near the ocean was sold to the San Francisco Sand Company, which subsequently constructed a sand plant in 1906.

In 1915, real estate salesman William Locke-Paddon from San Francisco was looking for land to subdivide and found the breakup of the large Bardin and Jacks estate as an opportunity. On May 29, 1915, Locke-Paddon purchased 1500 acres south of Sand Hill Ranch designated as the “Pueblo Tract No. 1, City Lands of Monterey.” The Marina Post Office was established in 1919 and by 1926 the town had grown to their first 70 families. The City's history is intertwined with that of Fort Ord Military Base. Major growth during the 1940s, made some impact on the community of Marina, as it became a “rest and relaxation” area for troops stationed at Fort Ord. Throughout the 50s, 60s, and 70s, the City continued to grow with new residential, commercial, industrial, and visitor-serving development being built. Marina voters approved incorporation on November 5, 1975, making Marina the newest City along the Monterey Coast. Since incorporation, the City has continued to grow and flourish.

G.2.4 POPULATION

The City of Marina has a population of 22,359 people (2020 Census), an increase of 13.4% since 2010. The Association of Monterey Bay Area Governments (AMBAG) estimates Marina's current population to increase to approximately 30,130 in 2025 (a 54.9% increase), and approximately 32,940 in 2035 (a 59.4% increase). These dramatic increases are primarily associated with the planned development of housing on the former Fort Ord.

G.2.5 GOVERNING BODY FORMAT

The City of Marina's form of government is a council-manager form of government with a Home-Rule City Charter. The five Council members are elected at large with one being Mayor. The Mayor is elected every two years in a general election held in November of even-numbered years. Serving with the Mayor are four members of the City Council who have overlapping terms; every two years, two members of the City Council are also selected by the voters through a general election. The City Manager is appointed by the City Council to manage the daily operations and is responsible for making policy recommendations to the City Council and implementing City Council policy directives.

G.2.6 ECONOMY AND TAX BASE

The economy of this community is based on tourism and local services. The city includes several miles of shoreline along Monterey Bay, though most of the beach is preserved as public park space and

CITY OF MARINA Multi-Jurisdictional Hazard Mitigation Plan

nearly all development is landward of the coastal dunes and US Highway 1. The city is contiguous with the former Fort Ord military installation, an area experiencing and targeted for future infill growth and redevelopment including more than 1,000 new homes, a number of large mixed-use projects, and a new business center at the former military airport which the City now owns. Through these and other recent commercial and industrial developments, Marina is undergoing transition from a small, primarily bedroom community to a more diversified, vibrant, and self-sufficient community.

G.3 PLANNING PROCESS

The City of Marina followed the planning process explained in **Volume 1** of the plan. In addition to providing representation on the Monterey County Hazard Mitigation Planning Steering Committee, the City formulated their own internal planning team to support the broader planning process. The City of Marina held a Hazard Mitigation Plan Stakeholder meeting to discuss vulnerabilities, mitigation activities that had occurred since the last plan update, key problem statements, and mitigation strategies on August 31, 2021. Key stakeholders present at the meeting included:

- Layne Long, City Manager
- Doug McCoun, Fire Chief
- Brian McMinn, Public Works Director
- Fred Aegerter, Community Development Director
- Matt Mogensen, Assistant City Manager
- Marisol Gomez, Acting Finance Director
- Tino Nieto, Police Chief

G.4 LAND USE AND DEVELOPMENT

The City of Marina General Plan was adopted in 2000. The City has about three miles of shoreline fronted by restored coastal dune habitat. The coastal zone inland of Highway 1 is limited to roughly 60 acres that includes commercial development, visitor-serving overnight accommodations, coastal dunes, and three significant coastal wetlands. The City received a grant from the Coastal Commission in 2017 and is currently in the process of a comprehensive update to their Local Coastal Program to address sustainable development, increased opportunities for coastal access and recreation, and vulnerability to climate change and sea level rise. The City is also including provisions that embrace the concept of managed retreat.

The City gained land as part of the Fort Ord reuse, which includes several miles of shoreline along Monterey Bay, though most of the beach is preserved as public park space and nearly all development is landward of the coastal dunes and US Highway 1. The former Fort Ord land is an area experiencing and targeted for future infill growth and redevelopment including more than 1,000 new homes, a number of large mixed-use projects, and a new business center at the former military airport which the City now owns. Through these and other recent commercial and industrial developments, Marina is undergoing transition from a small, primarily bedroom community to a more diversified, vibrant, and self-sufficient community.

Marina's Urban Growth Boundary protects the City of Marina from development in current open space areas north of the City limits and along its coast, and to encourage efficient development in central

CITY OF MARINA Multi-Jurisdictional Hazard Mitigation Plan

Marina and within Marina's portion of former Fort Ord, On June 16, 2020, the City Council of the City of Marina adopted Resolution 2020-75, submitting to the voters at the November 3, 2020 General Municipal Election a Measure approving a General Plan Amendment and Local Coastal Program Amendment extending the expiration date of the operative provisions of the 2000 Marina Urban Growth Boundary Initiative to December 31, 2040.

Safe Growth

The purpose of the Safe Growth Survey was to evaluate the extent to which each jurisdiction is positioned to grow safely relative to its natural hazards. The survey covered 9 distinct topic areas and was also completed as part of the previous plan update process. This allowed survey results to be compared to help measure progress over time and to continue identifying possible mitigation actions as it relates to future growth and community development practices.

This survey was a subjective exercise used to provide some quantitative measures of how adequately existing planning mechanisms were being used to address the notion of safe growth. Each topic area included a number of statements, which were answered on a scale from 1 to 5 based on the degree to which the respondent agreed or disagreed with the statement as it relates to the City's current plans, policies, and programs for guiding future community growth and development. Scores for each topic area statement were averaged to provide a topic area result and the topic area totals were averaged to provide an overall survey score. More information on the survey is provided in *Capability Assessment* in **Volume 1**. The City of Marina Safe Growth Survey was completed by Christy Hopper, Planning Services Manager for the City of Marina Community Development Department. The results are summarized in Table G-1.

Table G-1
City of Marina Safe Growth Survey Results

Topic Area	2021	2016
Land Use	3.50	3.50
Transportation	4.33	3.00
Environmental Management	4.67	3.33
Public Safety	4.00	4.00
Zoning Ordinance	4.75	2.50
Subdivision Regulations	2.33	2.67
Capital Improvement Program & Infrastructure Policies	3.33	3.00
Building Code	5.00	4.00
Economic Development	5.00	3.00
Average Survey Ratings	4.10	3.22

G.5 JURISDICTION SPECIFIC RISK ASSESSMENT

The intent of this section is to profile the City of Marina's hazards and assess the City's vulnerability distinct from that of the countywide planning area, which has already been assessed in **Volume 1** of the plan. The hazard profiles in **Volume 1** discuss overall impacts to the County and describes the hazards, as well as their extent, magnitude/severity, previous occurrences, and the likelihood of future occurrences. Hazard vulnerability specific to the City of Marina is included in this Annex.

CITY OF MARINA Multi-Jurisdictional Hazard Mitigation Plan

The City of Marina's Planning Team used the same risk assessment process as the Monterey County Steering Committee. The City's Planning Team used the Threat Hazard Risk Assessment (THIRA) Survey to compare the impact of various hazards that could affect the City. Each variable was scored by hazard by the Planning Team on a scale from 1 to 4, or negligible/unlikely to extensive/highly likely/catastrophic. The score for each variable was calculated using a weighted average of all survey responses. Scores were then added together to determine an overall hazard score between 1 and 16. Each score was associated with a qualitative degree of risk ranking from Negligible (between 1 and 4) to Very High (between 14.1 and 16). The Survey is described in more detail in *Risk Assessment Methods* in **Volume 1**. *Table G-2* displays the results of the hazard risk ranking exercise that was performed by the City of Marina's Planning Team.

Table G-2
Threat Hazard Identification Risk Assessment (THIRA): City of Marina

Hazard	Geographic Extent	Likelihood of Occurrence	Magnitude/Severity	Impact	Total Out of 16	Degree of Risk
Agricultural Emergencies	1.6	1.4	1.4	1.4	5.8	Slight
Coastal Erosion	2.8	2.7	2.5	2.5	10.5	Substantial
Coastal Flooding	2.0	1.8	1.8	2.2	7.8	Possible
Cyber-Attack	2.4	2.2	2.2	2.4	9.2	Moderate
Dam Failure	-	-	-	-	-	-
Drought & Water Shortage	2.7	2.7	2.5	2.7	10.5	Substantial
Earthquake	3.0	2.8	2.8	3.0	11.7	Substantial
Epidemic	2.3	2.3	2.3	2.3	9.3	Moderate
Extreme Cold & Freeze	1.2	1.3	1.3	1.2	5.0	Slight
Extreme Heat	1.8	1.7	1.8	1.5	6.8	Possible
Flash Flood	1.5	1.3	1.2	1.3	5.3	Slight
Hazardous Materials Incident	2.2	2.0	2.0	2.0	8.2	Moderate
Invasive Species	2.2	2.0	1.8	1.7	7.7	Possible
Levee Failure	-	-	-	-	-	-
Localized Stormwater Flooding	2.0	2.0	1.8	1.7	7.5	Possible
Mass Migration	1.8	1.8	2.0	2.0	7.7	Possible
Pandemic	2.7	2.7	2.5	2.5	10.3	Substantial
Riverine Flooding	1.7	1.3	1.7	1.3	6.0	Slight
Sea Level Rise	2.7	3.2	2.5	2.7	11.0	Substantial
Severe Winter Storms	2.0	1.7	2.0	2.2	7.8	Slight
Slope Failure	1.5	1.5	1.7	1.7	6.3	Possible
Targeted Violence	2.0	2.0	2.0	2.0	8.0	Possible
Terrorism	1.5	1.5	1.5	1.5	6.0	Possible
Tsunami	2.0	2.2	2.3	2.3	8.8	Moderate
Utility Interruption/ PSPS	2.7	2.5	2.2	2.2	9.5	Moderate
Water Contamination	2.5	2.0	2.2	2.0	8.7	Moderate
Wildfire	2.8	2.5	2.5	2.7	10.5	Substantial
Windstorms	2.2	2.2	2.2	2.5	9.0	Moderate

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G.5.1 AGRICULTURAL EMERGENCIES

There is no agricultural land located within the City, so therefore an agricultural emergency does not pose a direct threat. Since agriculture is a major economic driver in the County, an agricultural emergency could have indirect economic impacts on the City.

G.5.2 COASTAL EROSION

Natural dune erosion from large storm waves is the primary hazard challenging the Marina shoreline. To determine coastal erosion risk, USGS Pacific Coastal and Marine Science Center Coastal Storm Modeling System (CoSMos) shoreline change, and cliff retreat projection data was used. For cliff retreat modeling an end of century (2100) forced sea level rise amount of 200 cm was used based on Ocean Protection Council (OPC) High Risk Aversion Guidance. For shoreline change, winter erosion uncertainty modeling was used to capture the degree of uncertainty associated with future shoreline erosion. Hold the Line scenario modeling was chosen for both types of erosion.

Three sea level rise levels (25 cm, 75 cm, and 200 cm) to represent planning horizons based on OPC Sea Level Rise Projections for the Monterey Tide Gauge. 25 cm of sea level rise represents near term (2030) risk, 75 cm represent mid-term (2060) risk, and 200 cm represent long-term (2100) risk.

Table G-3 summarizes population and property exposure to coastal erosion risk.

Table G-3
Population and Property Exposed to Coastal Erosion Risk in Marina

Sea Level Rise Scenario/ Erosion Type	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Cliff Erosion					
Sea Level Rise (25 cm)	0	0	\$0	0	\$0
Sea Level Rise (75 cm)	0	0	\$0	0	\$0
Sea Level Rise (200 cm)	0	0	\$0	0	\$0
Shoreline Erosion					
Sea Level Rise (25 cm)	34	0	\$0	20	\$45,275,418
Sea Level Rise (75 cm)	34	0	\$0	20	\$45,275,418
Sea Level Rise (200 cm)	34	0	\$0	20	\$45,275,418

Coastal dune erosion hazards are the biggest threat to the City of Marina, with potentially up to five feet of sea level rise. The primary impact from this erosion will be to open space, recreation, and dune habitats along Marina State Beach. Infrastructure and facilities projected to be eroded and damaged include Marina Coast Water District facilities, some portions of the wastewater conveyance system including a sewer pump station and an (aging/ phasing out) water treatment facility, the Sanctuary Beach Resort, one groundwater supply well, and the coastal access and associated parking lot at Marina State Park.

Reduction of erosion rates from the recent cessation of sand mining is expected to reduce the risk of sea level rise and erosion impacts to the City.

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G.5.3 DAM AND LEVEE FAILURE*Dam Failure*

There is no population or property in the City located in the dam inundation zones of the Los Padres and Forest Lake dams.

Table G-4 summarizes population and property in the City exposed to spillway and dam failure of the Nacimiento and San Antonio dams.

Table G-4**Population and Property Exposed to Dam Failure Risk by Dam and Failure Type in Marina**

Dam Failure Scenario	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Nacimiento Spillway Failure	5	1	\$199,341	2	\$87,938
Nacimiento Dam Failure	39	1	\$199,341	16	\$45,275,418
San Antonio Spillway Failure	5	1	\$199,341	1	\$0
San Antonio Dam Failure	5	1	\$199,341	2	\$87,938

Levee Failure

Based on Leveed Area from the US Army Corps of Engineers, National Levee Database, there is no population or property in the City exposed to levee failure risk. Many levees in the County protect important agricultural lands and a significant levee failure could have an indirect economic impact.

G.5.4 DROUGHT AND WATER SHORTAGE

The entire population of the City is vulnerable to drought events. Drought can affect people's health and safety, including health problems related to low water flows, poor water quality, or dust. Other possible impacts include recreational risks; effects on air quality; diminished living conditions related to energy, air quality, and hygiene; compromised food and nutrition; and increased incidence of illness and disease. Water shortages can affect access to safe, affordable water, with substantial impacts on low-income families and communities burdened with environmental pollution.

A prolonged drought could also cause economic impacts. Increased demand for water and electricity may result in shortages and higher costs of these resources. While economic impacts will be most significant on industries that use water or depend on water for their business, cascading economic effects can hurt many sectors of the economy. Agriculture, which will likely be impacted by drought conditions, is a major economic driver in the County, and the City could be impacted economically.

G.5.5 EARTHQUAKE

The entire population of the City is potentially exposed to direct and indirect impacts from earthquakes. Whether directly impacted or indirectly impacted, the entire population will have to deal with the consequences of earthquakes to some degree. Business interruption could keep people from working, road closures could isolate populations, and loss of utilities could impact populations that suffered no direct damage from an event itself. Similarly, all property and critical infrastructure in the City is potentially exposed to earthquake risk.

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According to Monterey County Assessor records, there are 4,991 residential and non-residential buildings in the City, with a total value of \$2,745,331,711. Since all structures in the City are susceptible to earthquake impacts to varying degrees, this represents the property exposure to seismic events.

Additionally, liquefaction risk was assessed. *Table G-5* summarizes population and property in the City exposed to liquefaction risk.

Table G-5
Population and Property Exposed to Liquefaction Risk in Marina

Liquefaction Risk	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
High Liquefaction Susceptibility	39	1	\$199,341	21	\$45,275,418
Moderate Liquefaction Susceptibility	516	16	\$9,411,509	29	\$57,441,079

G.5.6 FLOODING

FEMA flood zones were used to assess flooding risk. *Table G-6* summarizes population and property in the City in the 100-year and 500-year floodplain.

Table G-6
Population and Property Exposed to Flooding Risk in Marina

FEMA Flood Zone	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
100-Year Flood Zone	9,496	96	\$55,762,807	98	\$89,907,734
500-Year Flood Zone	436	0	\$0	5	\$0

G.5.7 HAZARDOUS MATERIALS INCIDENT

To assess hazardous materials incident risk, buffer distances were used. The chosen buffer distance was based on guidelines in the US Department of Transportation's Emergency Response Guidebook that suggest distances useful to protect people from vapors resulting from spills involving dangerous goods considered toxic if inhaled. The recommended buffer distance referred to in the guide as the "protective action distance" is the area surrounding the incident in which people are at risk of harmful exposure. For purposes of this plan, a buffer distance of one mile was used, but actual buffer distances will vary depending on the nature and quantity of the release, whether the release occurred during the night or daytime, and prevailing weather conditions.

To analyze the risk to a transportation-related hazardous materials release, a one-mile buffer was applied to highways in the US Dept of Transportation, National Transportation Atlas Database. The result is a two-mile buffer zone around each transportation corridor that is used for this analysis. Risk from a fixed facility hazardous materials release, was analyzed using a one-mile buffer was applied facilities identified in the Monterey County 2019 Hazardous Materials Plan. The result was a one-mile buffer zone around each facility.

Table G-7 summarizes population and property that could be exposed to both mobile and fixed hazardous materials incidents.

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Table G-7

Population and Property Exposed to Hazardous Materials Incident Risk in Marina

Hazardous Materials Incident Type	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Mobile Source	16,292	2,413	\$1,483,891,351	1,018	\$515,933,364
Fixed Source	443	0	\$0	4	\$28,649,394

G.5.8 HUMAN-CAUSED HAZARDS

It is often quite difficult to quantify the potential losses from human-caused hazards. While facilities themselves have a tangible dollar value, loss from a human-caused hazard often inflicts an even greater toll on a community, both economically and emotionally. The impact to identified values will vary from event to event and depend on the type, location, and nature of a specific incident.

G.5.9 PUBLIC HEALTH HAZARDS

All citizens in the City could be susceptible to the human health hazards. A large outbreak or epidemic, a pandemic or a use of biological agents as a weapon of mass destruction could have devastating effects on the population. While all of the population is at risk to the human health hazards, the young and the elderly, those with compromised immune systems, and those with special needs are most vulnerable. The introduction of a disease such as influenza or the COVID-19 virus have impacted the whole population of the City, specifically vulnerable populations.

G.5.10 SEVERE WEATHER

All severe weather events profiled in this Plan have the potential to happen anywhere in the City. Vulnerable populations are the elderly, low income or linguistically isolated populations, people with life-threatening illnesses, and residents living in areas that are isolated from major roads. Properties in poor condition or in high-risk locations may be susceptible to the most damage.

All critical facilities in the City likely exposed to severe weather hazards. The most common problems associated with severe weather are loss of utilities and compromised access to roadways. Prolonged periods of extreme heat could result in power outages caused by increased demand for power for cooling.

The FEMA National Risk Index calculates annualized frequency, exposure and annual expected loss of building value and population to some severe weather hazards identified in this Plan. Based on zip code and census tract Countywide data was used to identify annualized frequency, exposure, and annual expected loss in the City from severe weather hazards. Though the entire City is considered vulnerable to these hazards, the FEMA data was used in this risk assessment to provide scale for the potential risk and impacts.

FEMA National Risk Index data from frequency and exposure to severe weather hazards is summarized in *Table G-8*.

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Table G-8
Annualized Frequency and Exposure to Severe Weather Events in Marina

Hail		Strong Wind	
Frequency (<i>Distinct Events</i>)	0.34	Frequency (<i>Distinct Events</i>)	0.09
Exposed Population	15,069	Exposed Population	15,069
Exposed Building Values	\$1,244,655,000	Exposed Building Values	\$1,244,655,000
Expected Annual Loss of Building Value	\$0	Expected Annual Loss of Building Value	\$219
Heat Wave		Tornado	
Frequency (<i>Event-Days</i>)	0.08	Frequency (<i>Distinct Events</i>)	1.31
Exposed Population	15,069	Exposed Population	10,187
Exposed Building Values	\$1,244,655,000	Exposed Building Values	\$749,974,394
Expected Annual Loss of Building Value	\$1	Expected Annual Loss of Building Value	\$19,235,838
Lightning		Winter Weather	
Frequency (<i>Distinct Events</i>)	0.42	Frequency (<i>Event-Days</i>)	0.00
Exposed Population	15,069	Exposed Population	0
Exposed Building Values	\$1,244,655,000	Exposed Building Values	\$0
Expected Annual Loss of Building Value	\$179	Expected Annual Loss of Building Value	\$0

Source: FEMA National Risk Index

G.5.11 SLOPE FAILURE

Based on the FEMA National Risk Index, 1,634 people and \$192,621,122 in building value in the City is exposed to landslide risk. Additionally, the City is not susceptible earthquake induced to landslides.

G.5.12 TSUNAMI

Population and property in the City located in a mapped tsunami inundation zone is summarized in Table G-9.

Table G-9
Population and Property in Tsunami Inundation Zone in Marina

Inundation Zone	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Tsunami Inundation Zone	34	0	\$0	20	\$45,275,418

G.5.13 UTILITY INTERRUPTION

All residents, visitors, and property in the City is exposed and vulnerable to utility interruptions. All critical facilities and infrastructure in the City that is operated by electricity is exposed and vulnerable to utility interruption.

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G.5.14 WILDFIRE

For purposes of this analysis CAL FIRE Fire Threat data was used. Fire Threat combines expected fire frequency with potential fire behavior to create 4 threat classes, extreme, very high, high, and moderate.

Table G-10 summarizes population and property in the City in very high, high, and moderate fire threat areas.

Table G-10
Population and Property Exposed to Wildfire Risk in Marina

CAL FIRE Wildfire Threat	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Very High Fire Threat	0	0	\$0	0	\$0
High Fire Threat	3,256	6	\$3,505,063	13	\$37,060,120
Moderate Fire Threat	13,699	574	\$458,626,555	492	\$379,314,058

G.5.15 CLIMATE CHANGE AND SEA LEVEL RISE

The effects of climate change are varied and include warmer and more varied weather patterns and temperature changes. Climate change will affect the people, property, economy, and ecosystems in the City and will exacerbate the risk posed by many of the hazards previously profiled in this Plan. Climate change will have a measurable impact on the occurrence and severity of natural hazards. Increasing temperatures and rising sea-levels will have direct impacts on public health and infrastructure. Drought, coastal and inland flooding, and wildfire will likely affect people's livelihoods and the local economy. Changing weather patterns and more extreme conditions are likely to impact tourism and the rural economies, along with changes to agriculture and crops, which are a critical backbone of Monterey County's economic success. There will also be negative impacts to ecosystems, both on land and in the ocean, leading to local extinctions, migrations, and management challenges.

Sea level rise risk exposure in the City was calculated based on the NOAA Office for Coastal Management [sea level rise viewer](#) projections. Three sea level rise levels (25 cm, 75 cm, and 200 cm) were chosen to represent planning horizons based on OPC Sea Level Rise Projections for the Monterey Tide Gauge. 25 cm of sea level rise represents near term (2030) risk, 75 cm represent mid-term (2060) risk, and 200 cm represent long-term (2100) risk.

Population and property exposed to sea level rise risk is summarized in *Table G-11*.

Table G-11
Population and Property Exposed to Sea Level Rise in Marina

Sea Level Rise Amount	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
1 ft Sea Level Rise (2030)	34	0	0	20	\$45,275,418
3 ft Sea Level Rise (2060)	34	0	0	20	\$45,275,418
7 ft Sea Level Rise (2100)	34	1	\$199,341	21	\$45,275,418

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G.6 CAPABILITY ASSESSMENT

The City of Marina performed an inventory and analysis of existing capabilities, plans, programs, and policies that enhance its ability to implement mitigation strategies. This section summarizes the following findings of the assessment:

- An assessment of planning and regulatory capabilities is presented in *Table G-12*
- An assessment of administrative and technical capabilities is presented in *Table G-13*
- An assessment of fiscal capabilities is presented in *Table G-14*
- An assessment of education and outreach capabilities is presented in *Table G-15*
- Classifications under various community mitigation programs are presented in *Table G-16*
- A summary of participation in and compliance with the National Flood Insurance Program (NFIP) is provided in Section G.6.1 in *Table G-17*
- An overall self-assessment of capability is presented in Section G.6.2 in *Table G-18*

Table G-12
Planning and Regulatory Capability

Document		Department	Comments
Planning Documents			
General Plan	☒	• Community Development	
Capital Improvement Plan	☒	• Public Works	
Floodplain Management Plan	☒	• Public Works	
Open Space Management Plan	☒	• Public Works	Under Development and will be addressed with the General Plan update.
Stormwater Management Plan	☒	• Public Works	
Coastal or Shoreline Management Plan	☒	• Community Development	Being updated to address Sea Level rise and Coastal Hazards, 2019 Existing Conditions and Sea Level Rise Adaptation Report
Local Coastal Program	☒	• Community Development	Certified in 1982, Currently being updated to address Sea Level rise and Coastal Hazards
Climate Action/ Adaptation Plan	☒	• Community Development	Under development, working with AMBAG for final adoption with the General Plan update
Emergency Operations Plan	☒	• Fire Department	Regional EOC
Continuity of Operations Plan	☒	• Fire Department	
Community Wildfire Protection Plan	☒	• Fire Department	County Wide Plan
Evacuation Plan	☒	• Fire Department	County Wide, Local Tsunami
Disaster Recovery Plan	☐	•	
Economic Development Plan	☒	• City Administration	In General Plan

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Table G-12
Planning and Regulatory Capability

Document		Department	Comments
Historic Preservation Plan	☒	• Community Development	In General Plan
Transportation Plan	☒	• Public Works	Part of the General Plan and part of TAMC
Codes, Ordinances & Requirements			
Floodplain Ordinance	☒	• Public Works	Ordinance 15.48 – Flood Damage Prevention
Zoning Ordinance	☒	• Community Development	
Subdivision Ordinance	☒	• Community Development	
Site Plan Review Requirements	☒	• Community Development	
Unified Development Ordinance	☐		N/A
Post-Disaster Redevelopment/ Reconstruction Ordinance	☐		N/A
Building Code	☒	• Community Development	
Fire Prevention Code	☒	• Fire Department	
Other Hazard-Specific Ordinances		• Ordinance 8.46 – Urban Storm Water Quality Management and Discharge Control	

Table G-13
Administrative and Technical Capability

Staff/Personnel Resources		Department	Comments
Planner(s) or engineer(s) with knowledge of land development and land management practices	☒	• Community Development • Public Works	
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	☒	• Community Development • Public Works	
Planner(s) or engineer(s) with an understanding of manmade or natural hazards	☒	• Community Development • Public Works	
Building Inspector	☒	• Community Development	
Emergency Manager	☒	• City Manager	
Floodplain Manager	☒	• Public Works	Public Works Director
Land Surveyors	☒	• Public Works	Public Works Director
Resource development staff or grant writers	☐		
Public Information Officer	☒	• Police Department	Police Chief
Scientist(s) familiar with the hazards of the community	☐		

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Table G-13
Administrative and Technical Capability

Staff/Personnel Resources	Department	Comments
Staff with education or expertise to assess the community's vulnerability to hazards	☒ • All Departments	
Personnel skilled in Geographic Information Systems (GIS)	☐	
Maintenance programs to reduce risk	☒ • Public Works	
Warning systems/services	☒ • Monterey County	
Mutual Aid Agreements	☒ • Fire Department • Public Works	

Table G-14
Fiscal Capability

Fiscal Resources	Department	Comments
General Funds	☒ • Finance	
Capital Improvements Project Funding	☒ • Public Works	
Special Purpose Taxes	☒ • Finance	
Stormwater Utility Fees	☐	
Gas / Electric Utility Fees	☐	
Water / Sewer Fees	☐	
Development Impact Fees	☒ • Community Development	
General Obligation Bonds	☒ • City Manager • Finance	
Special Tax and Revenue Bonds	☒ • City Manager • Finance	
Community Development Block Grants (CDBG)	☐	

Table G-15
Education and Outreach Capability

Educational and Outreach Resources	Department	Comments
Local citizen or non-profit groups focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	☒ • Mayor's Office	
Ongoing public education or information program (e.g.,	☒ • Police Department • Fire Department	All Departments

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Table G-15
Education and Outreach Capability

Educational and Outreach Resources		Department	Comments
responsible water use, fire safety, household preparedness, environmental education)		- Public Works - Community Development	
Natural disaster or safety related school programs	☒	Parks and Recreation	
Public-private partnership initiatives addressing disaster-related issues	☐		

Table G-16
Community Classifications

	Participating?	Classification	Effective Date
Community Rating System (CRS)	No	-	-
ISO Public Protection Classification	Yes	3/3Y	October 1, 2014
StormReady Certification	Yes	-	
TsunamiReady Certification	Yes	-	
Firewise Communities Certification	No	-	-

G.6.1 NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMPLIANCE

Table G-17
National Flood Insurance Program (NFIP) Compliance

Designated Floodplain Administrator:	Brian McMinn, Public Works Director
NFIP Community Number:	060727
Flood Insurance Policies in Force:	45
Insurance Coverage in Force:	\$13,664,400
Written Premium in Force:	\$61,833
Total Loss Claims:	0
Total Payments for Losses:	0
Adopted Regulations that meet NFIP Requirements:	- Ordinance 15.48 – Flood Damage Prevention - Ordinance 8.46 – Urban Storm Water Quality Management and Discharge Control
Date of last NFIP Community Assistance Visit (CAV):	Research indicates the last contact with the CAC was in 2010. There is no evidence of compliance issues from that time.
Higher standards that exceed minimum NFIP requirement:	N/A
Additional floodplain management provisions:	The soils in the City of Marina are mostly sand which lends itself towards flood prevention. On top of the naturally good infiltration rates, the City's storm water standards exceed those of the State with a

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design retention for all new development and redevelopment with 100% retention of the 100-year storm event.

Floodplain management activities performed that go beyond FEMA minimum requirements:

The City follows the State requirements for on-site mitigation of storm events. City requirements exceed those of the State with a retention requirement of 100% of all on-site runoff for the 100-year storm event. The Design Engineer of every major project in the City must sign off on a self-certification that they meet the City's requirements for on-site retention. The City's website is updated on an annual basis for training opportunities in post-construction Best Management Practices (BMPs) for stormwater collection and retention. The City also conducts an annual audit of its Municipal Code to confirm the information provided is up to the latest State mandates.

Existing impediments to running an effective NFIP program:

None

Specific actions that are ongoing or considered related to continued compliance with the NFIP:

- Maintain digital FEMA elevation certificates for all construction in the floodplain.
- Encourage or require certain local staff positions to obtain and maintain Certified Floodplain Manager (CFM) certification.
- Hold informative work sessions for newly elected officials and new appointees to planning commissions and appeals/variance boards, to provide an overview of floodplain management, the importance of participating in the NFIP, and the implications of failing to enforce the requirements of the program or failing to properly handle variance requests.
- Obtain FEMA's Substantial Damage Estimator and attend training to be prepared to use it when damage occurs; develop mutual aid agreements with other jurisdictions to augment local inspection personnel after major disasters.
- Maintain supplies of FEMA/NFIP materials to help property owners evaluate measures to reduce potential hazard damage. Make available in public buildings, local library, website, etc. and inform people who they can call to learn more information.

G.6.2 SELF-ASSESSMENT OF CAPABILITY

Table G-18
Self-Assessment of Capability

Capability	Degree of Capability
Planning and Regulatory Capability	Moderate
Administrative and Technical Capability	Moderate
Fiscal Capability	High
Education and Outreach Capability	Moderate
Political Capability	Moderate
Overall Capability	Moderate

G.6.3 OPPORTUNITIES TO EXPAND/ IMPROVE MITIGATION CAPABILITIES

Staffing is the largest limitation to capability. Planning, regulatory, fiscal, administrative, technical, education, and outreach capabilities can all be expanded or improved using a combination of the following strategies:

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- Increase capacity through staffing
- Training, and enhanced coordination among all department and jurisdictions
- Emergency management/hazard specific program enhancements, training, and exercising
- Increased funding opportunities and capacity
- Implementation of mitigation actions and projects
- Continuous research on grant opportunities for emergency management, hazard mitigation, and infrastructure and community development.

Capabilities and abilities to expand or improve existing policies and programs will be re-evaluated during the next Hazard Mitigation Plan update and annual plan review meetings.

G.6.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital improvement planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaboratively planning for hazard mitigation. This section identifies where such integration is already in place, and where there are opportunities for further integration in the future.

Existing Integration

In the performance period since adoption of the previous hazard mitigation plan, the City made progress on integrating hazard mitigation goals, objectives, and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- **Capital Improvement Plan:** The capital improvement plan includes projects that can help mitigate potential hazards. The City will strive to ensure consistency between the hazard mitigation plan and the current and future capital improvement plan. The hazard mitigation plan may identify new possible funding sources for capital improvement projects and may result in modifications to proposed projects based on results of the risk assessment.
- **Building Code:** The City's adoption of the 2016 California Building Code incorporated local modifications addressing seismic and fire hazards.
- **Regulatory Codes:** A number of the City's existing codes and ordinances include provisions to reduce hazard risk including the zoning code, storm water management code and flood damage prevention ordinance.
- **2019 Existing Conditions and Sea Level Rise Adaptation Report:** Includes the principles of hazard mitigation to address sea level rise risk.

Opportunities for Future Integration

The General Plan and the hazard mitigation plan are complementary documents that work together to achieve the goal of reducing risk exposure. The General Plan is considered to be an integral part of this plan. An update to the General Plan may trigger an update to the hazard mitigation plan. The City, through adoption of a General Plan and zoning ordinance, has planned for the impact of natural hazards. The process of updating this hazard mitigation plan provided the opportunity to review and

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expand on policies in these planning mechanisms. The City will create a linkage between the hazard mitigation plan and the General Plan by identifying a mitigation action as such and giving that action a high priority. Other planning processes and programs that may be coordinated with the recommendations of the hazard mitigation plan include the following:

- General Plan, including the Safety Element
- Emergency Operations Plans
- Climate Action and Adaptation Plans
- Debris management plans
- Recovery plans
- Capital improvement programs
- Municipal codes
- Community design guidelines
- Water-efficient landscape design guidelines
- Stormwater management programs
- Water system vulnerability assessments
- Community wildfire protection plans
- Comprehensive flood hazard management plans
- Resiliency plans
- Community Development Block Grant-Disaster Recovery action plans
- Public information/education plans

Some action items do not need to be implemented through regulation. Instead, these items can be implemented through the creation of new educational programs, continued interagency coordination, or improved public participation. As information becomes available from other planning mechanisms that can enhance this plan, that information will be integrated via the update process.

G.7 PROBLEM STATEMENTS

Problem Statements are statements of particular interest regarding primary hazards of concern, geographic areas of concern, or vulnerable community assets. As part of the planning process, the City of Marina Planning Committee identified key vulnerabilities and hazards of concern applicable to their jurisdiction. The Hazard Problem Statements were based on the risk assessment, the vulnerability analysis, and local knowledge.

Hazard Problem Statements helped the Planning Committee identify common issues and weaknesses, determine appropriate mitigation strategies, and understand the realm of resources needed for mitigation. Hazard Problem Statements for the City of Marina are identified below:

- The City continues to grow, with many new development projects underway or scheduled for the former site of Fort Ord but continues to be very concerned with maintaining a sustainable water supply – concerns that have only been exacerbated by the anticipated effects of climate change, including saltwater intrusion. It continues to coordinate and share these concerns the Monterey County Water Resources Agency and the Marina Coast Water District.

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- The City experiences coastal storm events in March/April, with extreme winds that have caused significant tree damages and heavy rains that have caused isolated/localized nuisance flooding due to inadequate drainage systems.
- The Sanctuary Beach Resort is one of the only developed parcels in the city located seaward of Highway 1. There is local concern that coastal erosion and sea level rise could have a detrimental impact on the continued use of the property.
- Coastal erosion (potentially up to 5 to 7 feet a year) is a concern for areas such as Marina Coast Water District at 100 Reservation Road and potentially the former Cemex Sandplant site on Lapis Road toward the north of central Marina.
- The City is concerned about the high threat of wildland fire due to existing fuels in combination with large areas of urban/wildland interface and intermix. Areas of concern include former Fort Ord lands, areas on the east end of the City around the airport and near Imjin Road, undeveloped land within the City, and areas near Reservation Road. The City is working to address some of these areas through fuel management practices.
- The City is concerned with limited ingress/egress to the community following major disaster events. Current traffic levels, highway capacity, gridlock, and lack of mass transit options would make a large evacuation difficult and also limit emergency response capabilities.

G.8 MITIGATION GOALS, STRATEGIES, AND ACTIONS

The mitigation strategy is the guidebook to future hazard mitigation administration, capturing the key outcomes of the MJHMP planning process. The mitigation strategy is intended to reduce vulnerabilities outlined in the previous section with a prescription of policies and physical projects. These mitigation actions should be compatible with existing planning mechanisms and should outline specific roles and resources for implementation success.

The City of Marina Planning Team used the same mitigation action prioritization method as described in *Mitigation Strategy* in **Volume 1**, which included a benefit-cost analysis and consideration of mitigation alternatives. Based upon the risk assessment results and the City's planning committee priorities, a list of mitigation actions was developed. The Hazard Mitigation Action Plan Matrix, in *Table G-20* lists each priority mitigation action, identifies time frame, the responsible party, potential funding sources, and prioritization, which meet the requirements of FEMA and DMA 2000.

Status of Previous Plan Actions

All actions from the 2016 Plan were reviewed and updated by the City during the planning process. *Table G-19* includes the status of actions completed or removed from the previous plan. In order to improve the mitigation action plan for this Plan update and align with the countywide Mitigation Action Plan, the City added more specificity and detail to previous plan actions in addition to the new actions added to the Hazard Mitigation Action Plan Matrix.

CITY OF MARINA Multi-Jurisdictional Hazard Mitigation Plan

Table G-19
City of Marina Completed Mitigation Actions from 2016 MJHMP

2016 Action #	Description	Status	Narrative Update
1	Identify hazard-prone critical facilities and infrastructure and carry out acquisition, relocation, and structural and nonstructural retrofitting measures as necessary.	Completed	Completed and ongoing as needed. Annual hazardous materials inspections are conducted by Monterey County Environmental Health in conjunction with the Public Works Supervisor at the City Corporation Yard (5th Avenue), the Lake Drive Corporation Yard (3040 Lake Court) and the fuel farm at the Marina Municipal Airport.

Table G-20

City of Marina Hazard Mitigation Action Plan Matrix

Action #	Status/ Timeframe	Applicable Hazard(s)	Description	Ranking / Prioritization	Administering Department	Potential Funding
1	Ongoing/ Continuous	All	Continue emergency preparedness and hazard mitigation public outreach, including the Annual Safety Night Out, school outreach programs, meeting with community groups, and providing information related to disaster preparedness, Alert Monterey County, and tsunamis, earthquake, fire, and flood safety on the City's website.	Priority / High	Public Safety	General Funds, HMGP and PDM Grants
2	Ongoing/ Continuous	Flooding	Explore mitigation opportunities for repetitively flooded properties, and if necessary, carry-out acquisition, relocation, elevation, and flood-proofing measures to protect these properties.	Priority / High	Public Works	HMGP and PDM Grants
3	Ongoing/ Continuous	Flooding	Identify and carry-out minor flood and stormwater management projects that would reduce damage to infrastructure and damage due to local flooding/ inadequate drainage. These include the modification of existing culverts and bridges, upgrading capacity of storm drains, upgrading aging storm drain infrastructure, upgrading corrugated metal pipes, and creation of stormwater retention basins in small watersheds.	Priority / High	Public Works	HMGP and PDM Grants
4	Ongoing	Wildfire, Utility Interruption	Adopt more prescriptive rules relative to the construction and maintenance of overhead lines.	Priority / High	Community Development, Planning Services	General Funds
5	In Progress	All	During the next General Plan Update, within the Safety Element, collect background data specific to Marina and consider appropriate goals, policies, and objectives to address hazards identified within the Multi-Jurisdictional Hazard Mitigation Plan.	Priority / Medium	Community Development, Planning Services	General Plan

Table G-20
City of Marina Hazard Mitigation Action Plan Matrix

Action #	Status/ Timeframe	Applicable Hazard(s)	Description	Ranking / Prioritization	Administering Department	Potential Funding
6	In Progress	All	Continue to collaborate with CSUMB and the City of Seaside to provide resources for the organization, staffing, training, activation, and operation of the joint Regional Emergency Operations Center (EOC).	Priority / High	Fire Department, Administration	Cost share as identified in the MOA & grant opportunities
7	In Progress	Flooding, Coastal Erosion, Sea Level Rise	Complete Local Coastal Program Update, which address sea level rise and coastal hazards.	Priority / Medium	Community Development, Planning Services	General Plan
8	In Progress	Wildfire	Continue defensible space projects on high hazard areas on the east side of the City and on University of Santa Cruz owned property.	Priority / High	Fire Department, Public Works	General Fund
9	Ongoing/ Continuous	Wildfire	Continue coordination with Monterey County Regional Fire and CAL FIRE BEU on both wildfire mitigation and suppression efforts.	Priority / Medium	Fire Department	General Fund
10	In Progress	Hazardous Materials Incidents	Complete study on the Monterey Peninsula Landfill to identify and address odor and the impacts of the industrial facilities on the North end of the City of Marina.	Priority / High	Public Works	General Fund

RESOLUTION NO. 2022-98

A RESOLUTION TO ADOPT THE UPDATED 2021 MONTEREY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP), APPROVE THE UPDATE TO ANNEX G AND APPROVE THE UPDATED PLAN AS THE OFFICIAL PLAN OF THE CITY OF MARINA.

WHEREAS, Public Law 106-390 known as the Disaster Mitigation Act of 2000 amended the Robert T. Stafford Disaster Relief and Emergency Service Act (ACT), and;

WHEREAS, the local governments without an approved Local Hazard Mitigation Plan will not be eligible to receive Hazard Mitigation Grant Program project grants, and;

WHEREAS, at the regular meeting of the Marina City Council held on September 7, 2005, the Marina City Council approved Resolution No. 2005-208, approving an agreement between the City of Marina and the Monterey County Office of Emergency Services for the development and participation in a Multi-Jurisdictional Hazard Mitigation Plan, and;

WHEREAS, at the regular meeting of the Marina City Council held on September 18, 2007, the Marina City Council approved Resolution No. 2007-219, adopting the Multi-Jurisdictional Hazard Mitigation Plan, and;

WHEREAS, at the regular meeting of the Marina City Council held on December 6, 2011, the Marina City Council approved Resolution No. 2011-197, approving Letter of Commitment as a participating jurisdiction in Monterey County Multi-Jurisdictional Hazard Mitigation Plan (LHMP) update, and;

WHEREAS, the City of Marina has historically experienced damage from natural and human-caused hazards such as drought, flooding, severe wind, transportation accidents, wildfire and winter storms. These hazards may continue to occur, possibly resulting in loss of property and life, economic hardship and threats to public health and safety; and

WHEREAS, the 2021 Monterey County Multi-Hazard Mitigation Plan (the Plan) has been developed by the MJHMP Steering Committee, made up of participants from the City, County and Participating Jurisdictions.

WHEREAS, the updated work by the City of Marina in association and cooperation with the County of Monterey and State of California Office of Emergency Services in accordance with the Disaster Mitigation Act of 2000 is reflected in Appendix G; and

WHEREAS, the Plan specifically addresses hazard vulnerabilities, mitigation strategies and plan maintenance procedures for the City of Marina;

WHEREAS, the City of Marina is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, The City of Marina has reviewed the Plan and affirms that the Plan will be updated no less than every 5 years.

Resolution No. 2022-98

Page Two

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

1. Approve the update to the 2021 Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and;
2. Approve the update to Volume 2, Annex G, and;
3. Adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, including Annex G as an official plan of the City of Marina.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of August 2022 by the following vote:

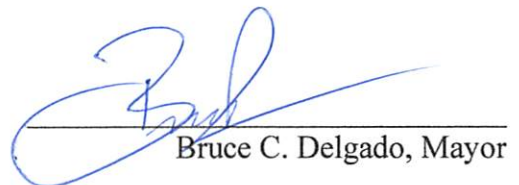
AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:


Bruce C. Delgado, Mayor
Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2023-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MARINA RECOMMENDING THAT THE CITY COUNCIL AMEND SECTION 4.105-*EMERGENCY PREPAREDNESS*, OF THE GENERAL PLAN TO REFLECT THE CITY'S ADOPTION BY REFERENCE OF THE 2022 MONTEREY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN. THIS GENERAL PLAN AMENDMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER SECTIONS 15060(c)(2) AND 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES.

WHEREAS, the City of Marina (City) recognizes the threat that natural and human-induced hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passes the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local or Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City fully participated in the FEMA-prescribed mitigation planning process conducted by the County of Monterey known as the Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MCMJHMP) and, on August 3, 2022, the City Council of Marina adopted Resolution 2022-98 adopting Annex G (City of Marina) of the MCMJHMP as the official Local Hazard Mitigation Plan (LHMP) for the City; and

WHEREAS, adoption by the City Council for the City would demonstrate the City's commitment to fulfilling the mitigation goals and objectives outlined in the MCMJHMP and is the first step in obtaining compliance with Assembly Bill (AB) 2140; and

WHEREAS, passed in 2006, AB 2140 allows California counties and cities to adopt their current, FEMA-approved LHMP/MJHMPs into the Safety Element of their General Plans. This adoption makes the county or city eligible to be considered for part or all its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act (CDAA); and

WHEREAS, the proposed amendment is subject to the findings provided in **Exhibit A**; and

WHEREAS, to obtain compliance with AB 2140 and to be considered for future funding through the CDAA, the City Planning Commission hereby recommends to the City Council that it

authorize an amendment to Section 4.105-Emergency Preparedness, of the 2000 General Plan as indicated in **Exhibit B** and referenced herein; and

WHEREAS, the recommendation by the Planning Commission that the City Council adopt a minor amendment to Section 4.105 of the General Plan will not result in a significant negative impact to the environment and is exempt from environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines; and

NOW THEREFORE, BE IT RESOLVED that the City Planning Commission does hereby:

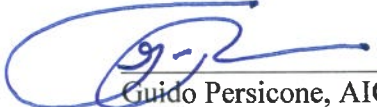
1. Find that the foregoing recitals are adopted as findings of the Planning Commission as though set forth fully herein.
2. Recommend the City Council make the findings set forth in Exhibit A, attached hereto, and adopt the Resolution to amend the 2000 General Plan, Section 4.105, as set forth hereto and incorporate by reference and adopt the Monterey County Multi-Jurisdictional Hazards Mitigation Plan and Annex G (City of Marina) by reference in accordance with the requirements of AB 2140; and
3. If approved, recommend the City Council submit resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirement of AB 2140.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 9th day of February 2023, by the following vote:

AYES, COMMISSIONERS: HUR, WALTON, ST. JOHN, JACOBSEN, AMADEO, WOODSON, RANA
NOES, COMMISSIONERS: NONE
ABSENT, COMMISSIONERS: NONE
ABSTAIN, COMMISSIONERS: NONE


Glenn Woodson, Vice Chair

ATTEST:

 2/14/23
Guido Persicone, AICP
Community Development Director
City of Marina

Exhibits:

- A. Findings
- B. Proposed Amendment

Exhibit A

Findings

The following standard findings should be made for each General Plan amendment (the finding is in *italics* and staff's justification follows):

- *The proposed amendment is deemed in the public interest.*

The adoption by reference of the County's Multi-Jurisdictional Hazard Mitigation Plan and its Annex G for the City of Marina into the City's Safety section of its 2000 General Plan is in the public's interest as it allows the City to be eligible for a broader range of federal and state pre- and post-disaster grant funding.

- *The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.*

The proposed amendment replaces the section created in 2000 which is not in compliance with AB 2140. The proposed language is similar to the existing and will not create inconsistencies within the Plan or any implementation measures.

- *The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.*

The proposed amendment will be beneficial to the public health, safety, and welfare as it will provide the opportunity for the City to be eligible for pre- and post-disaster funding that it otherwise would not be.

- *The proposed amendment has processed in accordance with the applicable provisions of the California Environmental Quality Act (CEQA).*

The adoption of this Resolution and minor amendment to Section 4.105 of the General Plan will not result in a significant negative impact to the environment and is exempt from environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

Exhibit B

Existing General Plan (2000) to be deleted and replaced in its entirety:

Emergency Preparedness

4.105 In coordination with other emergency-response agencies within the County, the City shall implement the following emergency-preparedness policies as set forth by the City's emergency preparedness plan (i.e., *Standardized Emergency Management System Multi-hazard Functional Plan*): emergency planning; training of emergency-response personnel; ensuring the provision of adequate resources, supplies and equipment to respond effectively to emergencies; promoting public awareness and education; and formulating measures, including land use, design and construction regulations, to reduce the likelihood and amount of losses from disasters.

Proposed Amendment:

Emergency Preparedness

4.105 The Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MCMJHMP), and its incorporated Annex G for the City of Marina, was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's 2011 Local Hazard Mitigation Plan guidance. The MCMJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short-term and long-term strategies, involve planning, policy changes, programs, projects, and other activities. The County's 2022 Multi-Jurisdictional Hazard Mitigation Plan and Annex G can be found on Monterey County's Office of Emergency Services (OES) website at this location: <https://www.co.monterey.ca.us/government/departments-administrative-office/office-of-emergency-services/hazard-mitigation/2022-mijhmp#:~:text=The%202022%20Monterey%20County%20Multi.municipalities%2C%20and%205%20special%20districts.>

March 2, 2023

Item No. **11a**

Honorable Members of the
City Council

City Council Meeting
of March 7, 2023

THE CITY COUNCIL OF THE CITY OF MARINA READ BY TITLE ONLY AND APPROVE THE FIRST READING OF ORDINANCE 2023- AMENDING SECTIONS 17.38.070 AND 17.38.090 OF THE MARINA MUNICIPAL CODE TO MODIFY PARKING STANDARDS IN THE MH-R DISTRICT FOR THE TOWNHOMES IN SEA HAVEN (FORMALLY MARINA HEIGHTS).

THE CITY COUNCIL OF THE CITY OF MARINA READ BY TITLE ONLY AND APPROVE THE FIRST READING OF ORDINANCE 2023- APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT (DA) FOR SEA HAVEN PURSUANT TO CHAPTER 4.04 OF THE MARINA MUNICIPAL CODE.

RECOMMENDATION:

The City Council make the following motions to approve the project:

1. Read by title only and waive further reading and approve the first reading of Ordinance 2023- amending Sections 17.38.070 and 17.38.090 of the Marina Municipal Code to modify the parking standards in the MH-R District for the Townhomes in Sea Haven
2. Read by title only and waive further reading and approve the first reading of Ordinance 2023- approving the Second Amendment to the Development Agreement for Sea Haven pursuant to Chapter 4.04 of the Marina Municipal Code.

GENERAL SITE INFORMATION:

Table 1 Project Information

Location	Sea Haven, previously Marina Heights
General Plan Designation	R-MH Residential – Marina Heights
Zoning District	MH-R or Marina Heights Residential District
Owner	Wathen Castanos Peterson
Applicant / Architect	Jeff Cooks, President, Central Coast Division

An aerial satellite map of Marina, California. A large yellow star is placed in the center-right of the map, near the intersection of California Ave and I-17. The map shows a dense residential area with many houses and streets. To the left is the ocean with waves. Various landmarks are labeled, including Marina Municipal Airport, Success & Bright Car Accident Lawyers, Spring Hill Suites by Marriott The Dunes On..., Target, Best Buy, McDonald's, and Noodle Bar. Roads shown include Reservation Rd, California Ave, I-17, and I-17 Bypass.

BMR - Townhome lots

Phase 2 - 4 lots
 Phase 3a - 6 lots
 Phase 4a - 5 lots
 Phase 4b - 1 lot
 Phase 5a - 1 lot

SEA HAVEN
Monterey Bay

Map showing the layout of the Sea Haven development, including the central area labeled "SEA HAVEN" and the surrounding streets and coastline. The map is divided into several sections, each labeled with a phase number. The map also shows the surrounding streets and the coastline.

TOTAL 17 196 327 390 35 965

BACKGROUND

The City of Marina, the Redevelopment Agency of the City of Marina and Cypress Marina Heights, L.L.C. (“Original Developer”) entered into an Option Agreement dated November 14, 2002. The Option Agreement provided the Developer with the option to acquire from the Redevelopment Agency a 248-acre site comprised of a portion of the Abrams Park and Upper Patton Park sections of the former Fort Ord. The Option Agreement stipulated the terms and conditions for development of 1,050 residential units on the property, with development contemplated in phases. At the time the Option Agreement was entered into the City of Marina and the Developer entered into an initial statutory development agreement pursuant to Government Code Section 65864. The initial statutory development agreement was replaced by the final development agreement approved by the City Council on March 3, 2004 (“Development Agreement”). At the regular meeting of March 3, 2004, the City Council approved the EIR, General Plan Amendments, the Specific Plan, a Specific Plan Zoning Ordinance and Map Amendments, Tentative Map (collectively the "Project Approvals"), and Final Development Agreement for the Marina Heights Project.

The Project Approvals call for the development of 1,050 homes on the 248-acre site. The Specific Plan for the Project calls for a variety of housing types, including 102 townhomes and single-family homes ranging in sizes.

In accordance with the Specific Plan and the Development Agreement, the developers of the Sea Haven Project are required to include within the Project 210 Below Market Rate Homes. Under the terms of the Development Agreement as originally approved 51 of the townhomes were required to be affordable to households with incomes between 120% and 150% of median income and 51 of the townhomes were required to be affordable to households with incomes below 120% of median income. 23 cottage units were required to be affordable to households with incomes between 120% and 150% of median income. Additionally, 85 units were designated as Bridge Homes, with a price fixed on those homes at a price affordable to household with incomes at 180% of median income in 2004.

The Specific Plan included the 102 townhomes developed over 17 lots as shown on the diagram above. There are 4 townhome lots in Phase 2, 6 lots in Phase 3a, 5 lots in Phase 4a, 1 lot in Phase 4b and 1 lot in Phase 5a.

On March 16, 2004, the City Council adopted the Community Design Guidelines for Marina Heights (Sea Haven). The Community Design Guidelines state the design standards for the seventeen (17) townhome lots. The design review application refines the original proposed housing type.

Development of the Sea Haven project was delayed as a result of litigation challenging the environmental impact report prepared for the project as well as the result of the Great Recession. In 2018, the original developer of the project transferred the project to Wathan Castanos Peterson Homes, Inc. (“Developer”).

In 2018 the Developer requested an amendment to the Development Agreement to extend the term of the Development Agreement. In return for extending the term of the Development Agreement for an additional 12 years, until November 30, 2030, the Developer agreed that upon dissolution of the Fort Ord Reuse Authority (“FORA”), it would be subject to a new fee imposed by the City to replace that Fort Ord Reuse Authority’s Community Facilities District Fee, which in 2018 was \$23,837 per residential building permit. Obtaining the Developer’s consent to the imposition of a new fee by the City was crucial for the City since upon dissolution of FORA, the City become responsible for certain FORA obligations, but had limited options for imposing new fees on the development. The First Amendment to the Development Agreement also made some revisions to the timing of the development of the Below Market Rate Homes and increased the amount that the developer was responsible for contributing toward the development of the Sea Haven City Park.

In June 2020, the City Council adopted a new fee applicable to the Sea Haven Development and the Dunes in an amount equal to the CFD fee previously imposed by FORA (the “New Fee”). The New Fee became effective July 1, 2020, immediately after the dissolution of FORA. The Developer filed a protest of the New Fee and threatened litigation challenging the New Fee. Under the terms of the Development Agreement, the parties are obligated to mediate disputes prior to filing litigation so the City and the Developer entered into a mediation process in 2020 that only recently concluded. During the course of the mediation, the Developer has continued to develop the Project and has deposited the New Fee in an escrow account where those funds are being held until the Developer and the City resolve their dispute regarding the New Fee.

Although the mediation was originally focused on the imposition of the New Fee, in the course of seeking resolution of the dispute over the New Fee, the Developer and the City reviewed other aspects of the Sea Haven development, including issues related to payment and timing of development of the Sea Haven Park and the development of the Below Market Rate Housing Units required by the Project Approvals. Upon reviewing the Below Market Rate Housing program, it became clear to City staff that the sales prices and types of units proposed would not provide meaningful affordable housing opportunities, with many of the purchase prices for the below market rate homes being close in price to market rate homes. Additionally, the program did not target the households experiencing the most difficulties obtaining for sale housing – what is often called the missing middle. In the course of the negotiations, the Developer agreed to revise the Below Market Rate Housing program so that more of the units would be affordable to a wider band of moderate and workforce households at sales prices that represent a meaningful reduction from market prices. The Developer agreed that the 51 workforce townhomes would be affordable to households with incomes not exceeding 135% of median income rather than 150% of median income and that the Bridge Homes would be priced to be affordable to households with incomes not exceeding 150% of median income. The Developer also agreed to revise the formula for setting sales prices for the Workforce Townhomes and the Workforce Cottages to not exceed 35% of the income limits whereas previously prices were set at 40% of the income limits. All of these changes have resulted in a range of purchase prices and products that will provide a broader segment of households with the opportunity to purchase a home at Sea Haven.

In the course of the discussion regarding the Below Market Rate Housing, it also became clear that the townhome product as originally envisioned was not workable given the limited size of the townhome lots. The City staff worked with the Developer to try to reconfigure the townhomes to create a marketable product that would provide quality housing and meet the requirements of the Zoning Code with regards to setbacks, height and parking. The City also engaged its own architect to look at design options for the townhomes. Although the City’s architect created a design that would result in larger townhomes as well as meet the Zoning Code parking requirements, the site plan was infeasible for the sites designated for the townhomes due to the access available to those sites. As a result of these discussions, the City Council ultimately approved a Settlement Agreement with the Developer that restricts the townhomes to 2-bedroom units which results in a functional home. Even with the requirement that the townhomes not have more than 2 bedrooms, the site plans cannot accommodate more than one parking space per townhome due to the constraints of the lots designated for the townhomes.

In November 2022, after over two years of discussion, the City Council and the Developer approved a Settlement Agreement. Under the terms of the Settlement Agreement, the Developer has agreed to pay the New Fee. Currently there is approximately \$6.5 million in the escrow account, a significant portion of which will be released to the City upon the Settlement Agreement becoming effective. Additionally, once the Settlement Agreement is effective the City will collect a fee of \$27,242 (increased each year for inflation) for each building permit issued for the Sea Haven project. The fee will be used by the City to address the obligations it assumed when FORA dissolved, including blight remediation, infrastructure improvements and habitat mitigation.

The Settlement Agreement becomes effective upon the occurrence of two events: (1) the approval of the City Council of the Second Amendment to the Development Agreement, a copy of which was attached to the Settlement Agreement and (2) the approval by the City of an amendment to the Zoning Ordinance to reduce the required parking for the townhomes.

The Second Amendment to the Development Agreement also requires the Developer to increase its contribution to the costs of the Sea Haven Park from \$2.1 million to \$3 million and establishes a time frame for the development of the park. The City agreed to pay the costs of the play equipment in the Park.

Finally, the Second Amendment establishes a process for the parties to implement Sand Gilia mitigation. Full development of Sea Haven will result in a small take of Sand Gilia habitat. The Second Amendment establishes a process for the parties to work together to obtain the necessary take permit from the California Department of Fish and Wildlife and allocates the costs for the mitigation between the parties. Because FORA was responsible for habitat mitigation prior to its dissolution, it was necessary for the parties to address the habitat mitigation in the Second Amendment.

On December 7, 2022, Wathan's Castano, the developer for Sea Haven (formally Marina Heights), consistent with the terms of the Settlement Agreement, applied for the Design Review of the seventeen (17) townhome lots and for a text amendment to modify the parking requirements for the townhome lots in the MH-R, Marina Heights District (**EXHIBIT A**) as detailed in the analysis below.

On February 9, 2023, the Planning Commission adopted Resolution No. 2023-05 that the project is consistent with the certified Environmental Impact Report, and approving the Design Review Application SAD22-06 for the Townhomes in Sea Haven. Further, the Planning Commission made a recommendation to the City Council that it approve the Second Amendment to the Development Agreement (DA) for Sea Haven pursuant to 4.04 of the Marina Municipal Code (MMC). The Planning Commission recommended to the City Council that it deny the text amendment to the MH-R District zoning to modify the parking standards for the townhomes in Sea Haven. For the Planning Commission staff report and attachments, please visit the Planning Commission Agendas & Minutes section of the Agenda Center: <https://www.cityofmarina.org/AgendaCenter>, which includes a link to the video of the meeting.

PROJECT CHARACTERISTICS

Table 2 Project Characteristics

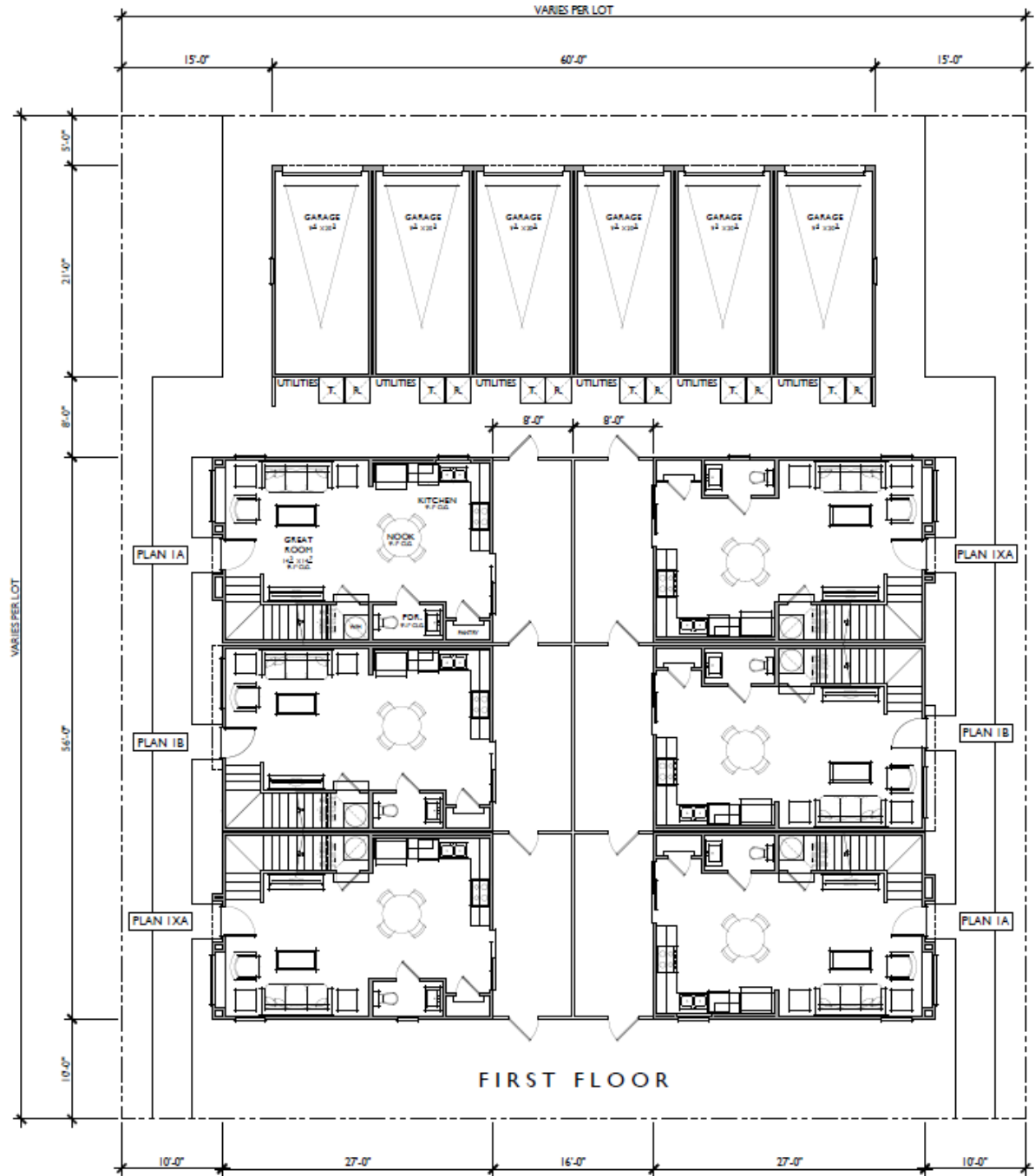
DEVELOPMENT STANDARD	STANDARD (MH-R Chapter 17.38)	PROPOSED	COMPLIANT (YES/NO)
Lot Area	8,000 sq. ft. minimum	8,001 sq. ft.	Yes
Site Coverage	Total: 6,000 sq. ft. or 75%	Total: 4,384 sq. ft. or 55%	Yes
Floor Area	850 to 1,350 sq. ft.	967 sq. ft.	Yes
Height	35'	25'-2"	Yes
Stories	Two Stories	Two Stories	Yes
Building Setbacks	Front: 5 Feet Rear: 10 Feet Side: 10 Feet Street Side: 10 Feet	Front: 5 Feet Rear: 10 Feet Side: 10 Feet Street Side: 10 Feet	Yes
Usable Open Space	10%	46%	Yes
Parking	Garage: 12 spaces Uncovered: 3 spaces Total: 15 spaces	Garage: 6 spaces Uncovered: 0 Total: 6 spaces	Text Amendment

PROJECT ANALYSIS

In order to understand the context of the modification to the parking standard in Sea Haven it is important to include the context of where on the site the parking spaces will be located and why they will be placed in this location.

Floorplan: First Floor

The proposal is for six garage spaces that will be accessed by the alley as is required in the Marina Heights Specific Plan.



Floorplan: Second Floor

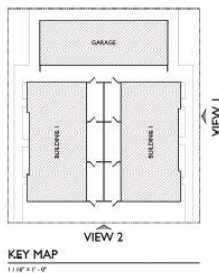
As part of the Second Amendment to the Development Agreement all plans will be the same size at approximately 967 square feet and be limited to two bedrooms units with one and half bathrooms.



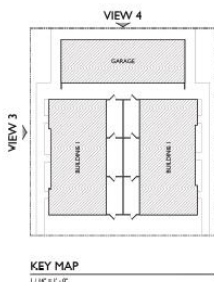
SECOND FLOOR

Elevations

The Planning Commission approved the design of the townhomes, which incorporate elements from the five approved architectural styles of Spanish, Ranch, Craftsman, Cottage, and Monterey currently within Sea Haven.



Views 1 & 2



Views 3 & 4

Analysis

The applicant has proposed two amendments to the MH-R District, Chapter 17.38, of the Marina Municipal Code (MMC). This includes proposed modifications to Sections 17.38.070 “Parking” and 17.38.090 “Townhome/condominium” to require the on-site parking for two-bedroom townhome units to be one garage space. The current parking standard set forth in Chapter 17.44 “Parking” for a two-bedroom unit would be two covered parking spaces plus two guest spaces for every five units.

1. The reduction in the parking requirements is necessary to accommodate the number of townhomes allowed for development pursuant to the Project Approvals. The original lotting plan for the development of the Sea Haven project established the townhome lots at a certain size which now cannot be revised. The townhomes represent a product type that provides for sale affordable housing opportunities in the City that previously have been unavailable. All of the townhomes will be below market rate and will be sold to households with incomes at or below 135% of area median income. In the course of negotiating the terms of the Settlement Agreement with the Developer, the City and the Developer explored numerous options for providing the same number of town homes approved in the Project Approvals and meeting all of the zoning requirements. However, despite the parties best efforts, due to lot sizes, the only option is to reduce the parking requirements. Any other option would result in a reduction in the number of Below Market Rate homes. In weighing the options, the City staff determined that the current housing crisis and the lack of Below Market Rate homes that serve moderate and workforce households necessitates limiting the parking available for the townhomes. As noted above, the design of the townhomes was the result of negotiation between the Developer and the City to create a marketable product that would provide needed affordable housing. The City has required that the townhomes be limited to two bedrooms recognizing the limited parking. As proposed, the townhomes meet all other zoning standards as required in the MH-R District zoning.
2. Over the last several years, the California legislature has enacted numerous bills designed to encourage the development of more housing in California and in particular more affordable housing. Many of these bills address the impact of parking requirements on the cost of developing housing and the limitations on increasing density that result from parking requirements by limiting cities discretion in certain circumstance to require what the legislature has deemed as excess parking. Many of the bills limit parking requirement to no more than 1 parking space per residential units. The proposal by the Sea Haven Developer to reduce the parking for the townhomes is consistent with the policy direction from the legislature that housing not be sacrificed for parking.
3. The approval of the reduced parking for the townhomes is a condition to the Settlement Agreement becoming effective. The Settlement Agreement provides significant benefits to the City including assurance of the construction of the Sea Haven City Park to a standard that will provide recreational opportunities to a large segment of the residents, the payment of fees to the City that will allow the City to proceed with blight remediation of the former Fort Ord and the implementation of a Below Market Rate Housing program that will provide a diversity of products to moderate and workforce households at affordable sales prices.

Marina Heights Specific Plan Compliance

The townhomes as proposed by the Developer are consistent with the Marina Heights Specific Plan once the Zoning Ordinance text amendments are approved.

Second Amendment to Development Agreement Recommendation.

The Development Agreement grants the Developer vested rights in the Project Approvals for the term of the Agreement and prevents the City from applying new City laws to the Project that conflict with

the Project Approvals during the term of the Development Agreement unless mandated by State or Federal law or required for reasons of public health and safety. Development Agreements are authorized by Government Code Section 65864 et seq and are designed to provide developers with certainty about development rights, particularly for large scale projects that may be constructed over multiple years. The City of Marina adopted a Development Agreement ordinance, located at Chapter 4.04 of the Municipal Code. The City's procedures for the approval of development agreements and amendments to development agreements requires that both the Planning Commission and the City Council hold public hearings. On February 9, 2023, the Planning Commission held a public hearing and approved Resolution No. 2023-03 recommending to the City Council that it approve the development agreement. Further, the Planning Commission determined:

- The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and the Specific Plan;
- The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;
- The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- The Development Agreement will not be detrimental to the health, safety and general welfare;
- The Development Agreement will not adversely affect the orderly development of property or the preservation of property values;
- The Development Agreement is consistent with the provisions of the Government Code related to Development Agreements.

The City Council made these findings when the original Development Agreement was approved. The only change to the Project since the original findings were made is the proposed amendment to the Zoning Ordinance to address the townhome parking issue. The Second Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values and in fact will contribute to the orderly development of the property by completing the project that was started in 2007 consistent with the infrastructure already installed, providing a high-quality park within the development, and providing the City with funds to address blight remaining at Fort Ord. The Second Amendment to the Development Agreement is consistent with the provisions of the Government Code related to Development Agreement. The ordinance prepared for the City Council makes the required findings based on the above information and the information contained elsewhere in this staff report. The City Council's role is to review the Planning Commission's recommendation and approve the Development Agreement amendment.

Planning Commission Actions

Prior to the Planning Commission, the City received correspondence from several Sea Haven homeowners regarding the reduction in parking spaces expressing concern that reducing the parking to one space per townhome will result in cars parked on the street which may impede emergency vehicle access. At the Planning Commission hearing on the zoning ordinance amendments, approximately four Sea Haven residents spoke against the reduced parking requirements. These residents expressed concerns about where occupants of the townhomes would park and brought up the fact that the Covenants, Conditions and Restrictions (CCRs) for the Sea Haven development, which are enforced by the homeowners association requires that all residents park their cars in their garages.

In response to the comments from Sea Haven residents, the Developer representative and City staff explained the parking restrictions in the project. The major streets within Sea Haven are public streets and parking on those streets is enforced by the City. The City limits parking to one side of the street but does not have any additional parking restrictions other than the standard city-wide restrictions that cars cannot be parked for more than 72 hours on the public streets.

The Sea Haven CC&Rs require residents to park their cars in the garages for a variety of reasons, including the desire for garages to be used for their intended purposes rather than for storage. The Developer representatives, who manage the Sea Haven homeowner's association currently, acknowledged that although the CC&Rs require residents to park their cars in their garages, the HOA cannot enforce parking restrictions on the public streets. Townhome occupants could park on the public streets within the Sea Haven development if the occupants needed more than one parking space. Additionally, guests of the townhome occupants can also park on the public streets.

The Planning Commission raised several concerns regarding the parking reduction based on the comments from the public and ultimately by a 2-3 vote recommended denial of the text amendment to revise the parking standard.

Staff is recommending that the Council approve the text amendment reducing the parking requirements for the reasons set forth in this report, including that failure to approve the parking reduction will result in further delays in the development of the Below Market Rate Homes and the possibility that some or all of the Below Market Rate Homes will not be built. Although City staff is mindful of the residents' concerns, the production of the Below Market Rate Homes furthers an important goal of the City of providing housing opportunities to a broad segment of the community. Additionally, the townhomes are designed for smaller household sizes which hopefully will reduce the number of cars that each household will own. Finally, the project is or will be well served by transit options that provide alternatives to automobiles as the primary method of transportation.

ENVIRONMENTAL DETERMINATION

On November 25, 2003, the City Council of the City of Marina certified the final environmental impact report for the Sea Haven Project (State Clearing House Number 2003021012) and on March 3, 2004 the City Council approved a supplement to the final EIR ("EIR"). The EIR served as the environmental review for the Project and the project approvals and entitlements as well as for the approval of the Development Agreement. Section 15162 of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project, substantial changes with respect to the circumstances under which the project is undertaken or new information of substantial importance shows that the project would have significant effects not discussed in the EIR. Since certification of the EIR there have been

- (i) no substantial changes to the project which would require revisions to the EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified effects. The project has not changed from the project approved in the EIR other than a limited reduction in parking standards which will not result in new significant environmental effects;
- (ii) no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which require revisions to the EIR due to new significant environmental effects or a substantial increase in the severity of a previously identified effect. There have been no significant changes in the areas surrounding the Project since the EIR was approved that involve new significant impacts; and
- (iii) no new information shows that the project will
 - a. have any significant effects that were not discussed in the EIR,
 - b. that significant effects that were previously examined will be more severe
 - c. mitigations measures or alternatives that were found infeasible would in fact be feasible and reduce one or more significant effects; or
 - d. new mitigation measures or alternatives that were not considered in the EIR would substantially reduce one or more significant effects of the Project on the environment.

Based on the above, no additional environmental analysis is required for the approval of the Amendment to the Development Agreement.

CONCLUSION

This request is submitted for City Council review and to approve staff's recommendation.

Respectfully submitted,

Nicholas McIlroy, Interim Senior 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

Draft Ordinance: Text Amendment MH-R District
Exhibit A: Findings

Draft Ordinance Approving the 2nd Amendment to Sea Haven Development Agreement
Exhibit A: Second Amendment to Development Agreement
Exhibit B: Final Settlement Agreement Wathen Castanos City of Marina

CITY COUNCIL OF THE CITY OF MARINA

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY OF MARINA AMENDING MARINA MUNICIPAL CODE (MMC) CHAPTER 17.38 “MH-R RESIDENTIAL MARINA HEIGHTS DISTRICT” TO MODIFY THE PARKING STANDARDS FOR TOWNHOMES IN SECTIONS 17.38.070 AND 17.38.090.

WHEREAS, on May 6, 2003, the City Council adopted the Marina Heights (Sea Haven) Specific Plan, which provides for the development 1,050 homes (the “Project”) on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the “Project Site”) including 102 townhome units spread over seventeen (17) lots throughout the development;

WHEREAS, the City has approved a Specific Plan (the "Specific Plan) for the Project Site, General Plan Amendments (the "General Plan Amendments"), a Specific Plan Zoning Ordinance and Map Amendments, a Tentative Map, a statutory development agreement and certified an EIR (collectively the "Project Approvals"); and

WHEREAS, on November 25, 2003, the City certified the Final Environmental Impact Report for the Project and on March 3, 2004 the City approved a supplement to the EIR (the "Final EIR"); and

WHEREAS, on March 16, 2004, the City Council adopted the Community Design Guidelines for Marina Heights (Sea Haven). The Community Design Guidelines state the design standards for the seventeen (17) townhome lots. The design review application refines the original proposed housing type; and

WHEREAS, the Project complies with the Marina Heights Specific Plan, and the General Plan as referenced herein as **Exhibit A**; and

WHEREAS, on December 7, 2022, Wathan Castano, Peterson Homes, Inc., the developer for Project applied for the Design Review of the seventeen (17) townhome lots and for a zoning ordinance text amendment to modify the parking requirements for the townhome lots in the MH-R, Marina Heights District, Marina Municipal Code (MMC) Sec. 17.38, (**Exhibit B**); and

WHEREAS, on February 9, 2023, the Planning Commission adopted Resolution No. 2023-05 approving the Design Review Application SAD22-06 for the Townhomes in Sea Haven, recommended to the City Council that it approve the Second Amendment to the Development Agreement (DA) for Sea Haven pursuant to 4.04 of the Marina Municipal Code (MMC), and found that the project is consistent with the certified Environmental Impact Report. The Planning Commission recommended to the City Council that it deny the text amendment to the MH-R District zoning to modify the parking standards for the townhomes in Sea Haven; and

WHEREAS, the text amendments are necessary in order to allow for the development of all 102 townhomes on the designated townhome lots as approved in the Specific Plan and the related Project approvals and

WHEREAS, the zoning ordinance text amendments will facilitate the development of 102 Below Market Rate Housing that will provide needed ownership housing opportunities for a segment of the population that is currently unable to afford housing in the area; and

WHEREAS; The reduction in parking requirements is consistent with California legislative directions that limit cities flexibility to require parking in order to encourage the development of additional housing and

WHEREAS, the City Council on March 7, 2023 held a duly noticed public hearing on the zoning ordinance text amendment during which public hearing, the City Council received comments from members of the general public.

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

Section 1. Based on the information provided, including the information in the staff report, The City Council hereby finds and determines that no new environmental review for the project is required pursuant to CEQA Guidelines Section 15162 and that the Final EIR shall serve as the environmental review for the approval of the Second Amendment to the Development Agreement.

Section 2. Section 17.38.070 of the Marina Municipal Code shall be amended as follows with deletions shown in strikethrough and additions shown in bold, italic and underline:

“Section 17.38.070 Parking. **Excepting townhomes/condominiums, which will be governed by this Section 17.38.070, all other parking standards within the Marina Heights Residential District shall be governed by** See Section 17.44.020.
With respect to townhomes and condominiums within the Marina Heights Residential District, which shall be limited to two- bedroom units: One covered parking space for each dwelling unit shall be required.”

Section 3. Section 17.38.090 of the Marina Municipal Code shall be amended as follows with deletions shown in strikethrough and additions shown in bold, italic and underline:

“Section 17.38.090 Townhomes/condominiums. In the MHR district, development standards for townhomes/condominiums shall be those in Chapter 17.66, Development Standards for Condominium/Planned Development Projects and

Condominium Conversions, ~~with the exception of parking (Section 17.66.030),~~
open space (Section 17.66.060), minimum lot area per unit (Section 17.66.120),
minimum unit size (Section 17.66.130) and setbacks (Section 17.66.140) standards
which shall be superseded by the standards of the MHR district.”

Section 4. This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6. 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 first read at a regular meeting of the City Council of the City of Marina duly held on March 7, 2023, and was passed and adopted at a regular meeting duly held on _____, 2023, 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

FINDINGS

Staff finds that this project:

General Plan Compliance

1) General Plan Policy 2.31.1

“In order to promote the social and fiscal well-being of the community, new housing shall be phased and shall provide for the needs of all economic groups, particularly with respect to matching the needs of the City’s current and future workforce. In addition, the development of new and substantially rehabilitated homes, other than age-restricted housing, on Armstrong Ranch and the former Fort Ord shall be linked with the creation of new jobs pursuant to a development agreement or similar mechanism stipulating requirements to help attain a citywide jobs-housing balance.”

Evidence: The proposed project will provide workforce housing that will diversify the housing types offered in the Sea Haven development. There is currently little to no housing that is for-sale for middle-income households and households who are in the workforce earning 200% or less of the median income. The text amendment ensures that each site will have all six units, which means that the applicant can build all 102 for-sale townhomes that are needed in the community.

2) General Plan Policy 2.4.2

“The City shall prevent under-utilization of land within its UGB that is appropriate for community development, in order to ensure that development proceeds in an orderly and consistent manner and to minimize the dispersal of future growth in Monterey County to outlying areas with potentially higher natural resource value. With respect to phasing and timing, whenever feasible, the City shall encourage new development to locate within the existing developed portion of Marina and Marina’s former Fort Ord in preference to the development of currently vacant, undeveloped lands located within the City’s UGB.”

Evidence: The Sea Haven development is not within the City’s Urban Growth Boundary (UGB), but it is within the former Fort Ord portion of Marina. Former Fort Ord is the preferred location for developing a diverse array of housing types. The townhomes are the final housing type to be modified so that they can be built. The one-hundred and two (102) units will be on seventeen (17) sites with six (6) units to a site. The sites are strategically spread out throughout the development, and they are all adjacent or within proximity to a park. Many of the lots are vacant and ready for construction pending the text modifications and development agreement.

Marina Heights (MH), AKA Sea Haven Specific Plan Compliance

1) MH Specific Plan 2.2 Transportation

“The Marina Heights Specific Plan portrays a residential development that provides its residents a living environment that is not centered on the use of the automobile. While adequate infrastructure will be developed to accommodate automobiles, the overall design

of the site allows for and encourages the use of alternative modes of transportation. Marina Heights will be integrated with existing and proposed (by the General Plan) land uses, and existing and planned transit infrastructure to reduce dependency on the automobile. Marina Heights is easily accessible by residents via Carmel Avenue and California Avenue linkages.”

Evidence: Reducing the parking continues the Marina Heights Specific Plan intent to provide a housing, a neighborhood that is not focused on automobiles, and to encourage the use of alternative modes of transportation.

2) Specific Plan 2.2 Transportation

“The project utilizes a variety of block lengths, cul-de-sacs, roundabouts, and alleys to control speed and discourage through traffic, facilitate pedestrian travel, orient home fronts to streets rather than garages, and to provide a pleasant street experience. The design of the street system, along with the layout of parks, open space, and the greenbelt, all contribute to and maintain the integrity of neighborhoods within the project. The project provides the infrastructure (sidewalks, paths, bike lanes, greenbelt/trails) that allows access to and from the site to adjacent land uses via walking, bike, or auto. Parks and open space within the site, and proximity to commercial areas further encourage walking and biking.”

Evidence: Reducing the parking ensure that the townhomes will have the access to the garages from the alleyway as required in the Specific Plan. Further, the reduced parking ensures more emphasis on utilizing the walking and biking trails throughout the project and will promote alternative modes of transportation in the future.

3) Specific Plan Policy 5.2.4 Housing and Neighborhood Goals and Policies

“The Marina Heights Specific Plan can enhance the quality of the city’s existing housing stock and accommodate a fair and reasonable share of the region’s growth in a variety of ways. The Marina Heights Specific Plan will provide a variety of housing options. Homes vary with regards to size and cost. With a square footage of approximately 850 to 1,350 feet, affordable townhomes within the project will provide opportunities for first time homeownership for singles and young families while also providing a housing opportunity for “empty nesters” wishing to downsize from a traditional larger family home that could be found in the surrounding community.”

Evidence: The text amendments will ensure that the applicant is able to provide a variety of homes in size and cost. The proposed units will be approximately 967 square feet, two-bedroom attached townhome units. They will be a smaller unit type than the standard single-family homes or the cottage homes and they will provide additional for-sale options to the community.

CITY COUNCIL OF THE CITY OF MARINA

ORDINANCE NO. 2023-

**AN ORDINANCE OF THE CITY OF MARINA APPROVING A SECOND
AMENDMENT TO DEVELOPMENT AGREEMENT WITH WATHEN
COSTANOS PETERSON HOMES, INC FOR THE SEA HAVEN
PROJECT (FORMERLY MARINA HEIGHTS)**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of Marina (the "City") has enacted Chapter 4.04 of the Marina Municipal Code (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, the City and Cypress Marina Heights, LLC ("Developer") previously entered into that certain Final Development Agreement dated as of March 3, 2004 (the "Development Agreement"), pursuant to which the City and Developer agreed to certain matters with respect to the development of 1,050 homes (the "Project") on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the "Project Site"), which is more particularly described in the Development Agreement; and

WHEREAS, the City and the Developer have amended the Development Agreement once previously with that certain Implementation Agreement dated October 11, 2007 (the "Implementation Agreement"); and

WHEREAS, the Developer assigned portions of its rights and obligations under the Development Agreement to Wathen Castanos Peterson Homes, Inc. and Wathen Castanos Peterson Homes, Inc. ("Developer") and the City entered into the First Amendment to the Development Agreement (the Development Agreement, as so previously amended by the Implementation Agreement and the First Amendment to the Development Agreement, being referred to herein as the "Amended Development Agreement"); and.

WHEREAS, prior to its adoption of the Development Agreement, the City has approved a Specific Plan (the "Specific Plan") for the Project Site, General Plan Amendments (the "General Plan Amendments"), a Specific Plan Zoning Ordinance and Map Amendments, a Tentative Map and certified an EIR (collectively the "Project Approvals"); and

WHEREAS, consistent with the Project Approvals, the Developer is in the process of developing the Project on the Project Site; and

WHEREAS, the City and Developer have negotiated the terms of the Second Amendment to the Development Agreement (the "Second Amendment") amending the terms of the Amended Development Agreement; and

WHEREAS, on November 25, 2003, the City certified the Final Environmental Impact Report for the Project and on March 3, 2004 the City approved a supplement to the EIR (the "Final EIR"); and

WHEREAS, the complexity, magnitude and long term buildout of the Project would be difficult for Developer to undertake if the City had not determined, through the Amended Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Project; and

WHEREAS, the Second Amendment to the Development Agreement will assure both the City and Developer that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, pursuant to Section 65867 of the Government Code, the Planning Commission held a duly noticed public hearing on February 9, 2023, on amending the Development Agreement consistent with the terms of the Second Amendment to the Development Agreement during which public hearing the Planning Commission received comments from the Developer, City staff, and members of the general public; and

WHEREAS, following said public hearing, the Planning Commission, recommended approval of the Second Amendment to the Development Agreement to the City Council; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council, on March 7, 2023, held a duly noticed public hearing on the Second Amendment to the Development Agreement during which public hearings, the City Council received comments from the Developer, project consultants, City staff, and members of the general public;

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

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Amended Development Agreement and the Second Amendment to the Development Agreement as shown in **EXHIBIT A** and substantially in the form on file with the City Clerk as of the date of passage of this Ordinance, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to Chapter 4.04 of the Municipal Code of the City of Marina, which was added by City Ordinance No. 2003-04, establishing procedures and requirements for consideration of development agreements pursuant to Government Code Section 65864 et seq. (the “Development Agreement Regulations”).

SECTION 3. In accordance with Section 4.04.090 of the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

- (a) The Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Specific Plan and the General Plan, as amended;
- (b) The Second Amendment to the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the Property which is subject to the Development Agreement is located;
- (c) The Second Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- (d) The Second Amendment to the Development Agreement will not be detrimental to the public health, safety and general welfare;
- (e) The Second Amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- (f) The Second Amendment to the Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.
- (g) Based on the information provided that no new environmental review for the project is required pursuant to CEQA Guidelines Section 15162 and that the Final EIR shall serve as the environmental review for the approval of the Second Amendment to the Development Agreement.

SECTION 4. The foregoing findings and determinations are based upon the following:

- (a) The Recitals set forth in this Ordinance, which are deemed true and correct;
- (b) The Final EIR;
- (c) The City’s General Plan;
- (d) The Marina Zoning Map;
- (e) All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Final EIR, the

Specific Plan, the General Plan Amendments, the Development Agreement, the First Amendment and the Second Amendment and other actions relating to the Property;

- (f) All documentary and oral evidence received at public hearing or submitted to the Planning Commission or City during the comment period relating to the First Amendment and the Second Amendment; and
- (g) All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City; State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Second Amendment to the Development Agreement, substantially in the form on file with the City Clerk subject further to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager prior to execution thereof, including but not limited to completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as amended and as approved by the City Council.

SECTION 6. Upon the effective date of this Ordinance as provided in Section 9 hereof, the City Manager and City Clerk are hereby authorized and directed to execute and records the Second Amendment to the Development Agreement on behalf of the City of Marina.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Second Amendment to the Development Agreement and the Amended Development Agreement pursuant to the terms of the Amended Development Agreement as amended by the Second Amendment, including but not limited to provisions for certain administrative amendments and transfers and assignments as authorized therein.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 9. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption; as certified by the City Clerk.

* * * * *

THE FOREGOING ORDINANCE was first read at a regular meeting of the Marina City Council on the 7th day of March 2023, and was passed and adopted at a regular meeting of the Marina City Council on the _____ day of _____, 2023.

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (the “Second Amendment”) is made and entered into as of the last date a party affixes its signature hereto (the “Effective Date”), by and between the CITY OF MARINA (the “City”), on the one hand, and WATHEN CASTANOS PETERSON HOMES, INC. (“Developer”), on the other hand. The City and Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

I.

RECITALS

WHEREAS, on March 3, 2004, the City and Cypress Marina Heights, LLC (“Cypress”) entered into that certain Final Development Agreement (the “Development Agreement”), under which the City and Cypress agreed to certain matters regarding the development of approximately 1,050 homes and other improvements (the “Project”) on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the “Project Site”), which is more particularly described in the Development Agreement.

WHEREAS, the City and Cypress subsequently amended the Development Agreement with that certain Implementation Agreement dated October 11, 2007 (the “Implementation Agreement”) (the Development Agreement, as so previously amended by the Implementation Agreement, being referred to herein as the “Amended Development Agreement”).

WHEREAS, Cypress partially assigned the Amended Development Agreement to Developer pursuant to that Partial Assignment and Assumption Agreement dated April 12, 2018, and Developer has assumed certain obligations under the Amended Development Agreement.

WHEREAS, on July 3, 2018, the City and the Developer entered into the First Amendment to Development Agreement (the “First Amendment”) a copy of which is attached and incorporated herein as Exhibit E, which, among other things, modified the Parties’ respective obligations concerning the construction of Sea Haven Park.

WHEREAS, the City and Developer now seek to amend certain provisions of the Amended Development Agreement, as amended by the First Amendment, to facilitate development of the Project and clarify the Parties’ respective obligations, including the construction of Sea Haven Park, the imposition of new development fees, and the mitigation of *sand gilia* habitat.

WHEREAS, the Parties now desire to amend the Amended Development Agreement as amended by the First Amendment pursuant to the terms of this Second Amendment.

II.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and

agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. Development and Timing. Section 5 of the First Amendment is hereby deleted in its entirety and replaced with the following:

The Below Market Rate Homes are an important but complex component of the Project. The Project Approvals require that all product types be disbursed throughout the Project Site and integrated throughout the Project. Although the Development Agreement required that the Developer develop the Below Market Rate Homes in a manner proportionate to construction of the Market Rate Homes, the Parties agreed pursuant to the terms of the Tolling Agreement entered into by the Developer and the City, as amended, to postpone construction of the Below Market Rate Homes while the Parties negotiated new terms for the development and sale of the Below Market Rate Homes.

The Below Market Rate Homes shall be developed in accordance with the following provisions, which shall supersede any prior approvals or agreements between the Parties related to the Below Market Rate Homes that are inconsistent with the provisions set forth below.

(a) Developer shall be responsible for developing 210 Below Market Rate Homes consisting of 51 townhomes affordable to Moderate Income Households with incomes not exceeding 120% of Area Median Income (“Moderate Income Townhomes”), 51 townhomes affordable to 135% AMI Households (“Workforce Townhomes”), 23 cottages affordable to 150% AMI Households (“Workforce Cottages”) and 85 bridge homes (“Bridge Homes”).

(b) For purposes of this Section the following terms shall have the meaning specified below. Terms not otherwise defined in this Section shall have the meaning set forth in the BMR Policies and Procedures:

“Area Median Income” shall mean the median gross yearly income, adjusted for Assumed Household Size, in the County of Monterey, California, as published from time to time by California Department of Housing and Community Development (“HCD”). In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City and Developer shall mutually agree on other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

“Assumed Household Size” shall be determined in accordance with the BMR Policies and Procedures.

“BMR Policies and Procedures” shall mean City’s Below Market Rate Homeownership Administrative Policies and Procedures as currently in effect as of the Effective Date of this Second Amendment. If the City amends the BMR Policies and Procedures during the term of this Agreement, the amended policies shall only apply to the Developer if the Developer consents to such amendments.

“Housing Cost” shall mean home purchasers’ total housing cost including mortgage expenses, taxes and insurance, homeowner association dues, utilities, and an allowance for maintenance and repairs

“Moderate Income Households” shall mean households with an income at or below One Hundred Twenty Percent (120%) of Area Median Income adjusted for household size.

“135% AMI Households” shall mean households with an income at or below One Hundred Thirty Five Percent (135%) of Area Median Income adjusted for household size.

“150% AMI Households” shall mean households with an income at or below One Hundred Fifty Percent (150%) of Area Median Income adjusted for household size.

(c) Maximum Sales Price.

The Maximum Sales Price for the Below Market Rate Homes shall be determined by the City in accordance with the City’s BMR Policies and Procedures provided maximum pricing for each home type shall be as set forth below:

(i) The Maximum Sales Price for Moderate Income Townhomes shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding thirty-five percent (35%) of One Hundred Twenty Percent of Area Median Income.

(ii) The Maximum Sales Price for the Workforce Townhomes shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding thirty-five percent (35%) of One Hundred Thirty Five Percent (135%) of Area Median Income.

(iii) The Maximum Sales Price for the Workforce Cottages shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding thirty-five percent (35%) of One Hundred Fifty Percent (150%) of Area Median Income.

(iv) The Maximum Sales Price for the Bridge Homes shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding forty percent (40%) of One Hundred Fifty Percent (150%) of Area Median Income.

(d) Below Market Rate Home Sizes.

Collectively, all one hundred two (102) Moderate and Workforce Townhomes shall be 2-bedroom units. Fifteen (15) of the Workforce Cottages will be 2-bedroom units and eight (8) of the Workforce Cottages shall be the Plan 3, 3-bedroom unit, a depiction of which is attached hereto as Exhibit “A.”

No more than twenty percent (20%) of the Bridge Homes will be the Plan 5, 4-bedroom units, a depiction of which is attached hereto as Exhibit “B,” and none of the Bridge Homes will be 2-bedroom units.

(e) Sale of Below Market Rate Homes.

The City is expected to administer the Below Market Rate Home program for the Project, including providing the Developer with lists of qualified buyers pursuant to the BMR Policies and

Procedures (“Qualified Buyers List”). To the extent that the City is delayed in providing the Qualified Buyers List to the Developer, the Developer may select Qualified Buyers for the Below Market Rate Homes, provided, however, the City Staff must verify the Qualified Buyers eligibility for the Below Market Rate Home within ten (10) business days after the date on which Developer provides all necessary information regarding the Qualified Buyer to the City. Approval of the Qualified Buyers shall be in accordance with the BMR Policies and Procedures, and all supporting documentation set forth in the BMR Policies and Procedures shall be required for the City to approve or disapprove a Qualified Buyer. The City may, at its election, contract with an outside agency to review and approve or disapprove Qualified Buyers, provided, Developer shall not be responsible for the cost of such outside agency. Nothing herein prevents the City from charging the homebuyers a fee for costs associated with the review and approval or disapproval of Qualified Buyers. In order to provide the City with time to create a Qualified Buyer List, Developer shall, when it is issued a building permit for a Below Market Rate Home, notify the City of the type of home (i.e. Moderate Income Townhome, Workforce Townhome, etc.) and the expected completion date of such Below Market Rate Home. Developer shall provide City with regular updates as construction proceeds on the Below Market Rate Homes.

All Below Market Rate Homes shall be sold subject to a forty-five (45) year resale restriction that will ensure that the Below Market Rate Homes will remain affordable during this period. Additionally, homebuyers of Below Market Rate Homes will be required to execute a promissory note and Deed of Trust, both in favor of the City providing the City with a share of the equity on the home if the Below Market Rate Home is sold prior to the expiration of the resale restriction with such equity share decreasing over time and eliminated after the homebuyer has owned the home for twenty (20) years. The amount of the equity share shall be determined based on the difference between the initial Maximum Purchase Price and the market purchase price of the Below Market Rate Home. The form of the resale restriction, promissory note and any other documents required by the City related to the sale of the Below Market Rate Homes shall be provided by the City and shall be in accordance with the BMR Policies and Procedures. Notwithstanding the foregoing, the promissory note, Deed of Trust, or any other document described herein shall be subordinate to Qualified Buyer’s commercial financing required or necessary to purchase the Below Market Rate Home.

Notwithstanding anything to the contrary, nothing in the Development Agreement, as amended, permits the City to withhold the issuance of building permits or certificates of occupancy on Market Rate Homes, provided Developer has made, or is making, a good faith effort to construct and sell Below Market Rate Homes, and, any such delay in the construction or sale of Below Market Rate Homes arises in whole or in part from the City’s failure or delay in developing an Affordable Housing Program, or providing Qualified Buyers to purchase Below Market Rate Homes. Notwithstanding the above, the City may withhold building permits for Market Rate Homes in Phase V of the Project until the Developer has been issued building permits for all of the Market Rate and Below Market Rate Homes in Phase IV of the Project.

Consistent with the Project Approvals, the Developer shall construct the Below Market Rate Homes in a manner proportionate to construction of the Market Rate Homes, as shown in the following table:

Type of Product	Phase II	Phase III	Phase IV	Phase V	Total
{9110/002/01509480.DOCX}	4				

Total BMR Homes	36	83	66	25	210
Total Market Rate	264	212	222	142	840
Total Homes Per Phase	300	295	288	167	1050

As a result of the Parties ongoing negotiations, construction of the Below Market Rate Homes for Phases II have been delayed. In order to ensure that the Below Market Rate Homes will be constructed in proportion with the Market Rate Homes going forward and to address the delay in construction of Below Market Rate Homes, the Developer shall commence construction of at least five (5) Below Market Rate Homes in Phase II before the end of the first calendar quarter of 2023, commence construction of an additional seven (7) Below Market Rate Homes in Phase II no later than the end of the second calendar quarter of 2023, commence construction of no fewer than nine (9) Below Market Rate Homes in Phase III before the end of the third calendar quarter of 2023 and commence construction of no fewer than nine (9) Below Market Rate Homes in Phase III before the end of the fourth calendar quarter of 2023. In addition, the Developer shall commence construction of the Moderate Income and Workforce Townhomes within sixty (60) days of receipt of all approvals and building permits and shall commence construction of at least six (6) Townhome units each quarter.

B. New Fee. Section 2.7.1.2, established by Section 6 of the First Amendment, is hereby deleted in its entirety and replaced with the following:

2.7.1.2 New Fee.

(a) From and after the Effective Date of this Second Amendment, the Developer shall pay to the City at the time of issuance of any building permit the New Fee as that term is defined in the First Amendment and in accordance with City Council Resolution No. 2020-83. The New Fee replaces the levy previously assessed by the Fort Ord Reuse Authority (“FORA”) Basewide Community Facilities District (the “FORA Fee”), the collection of which ceased June 30, 2020.

(b) The City shall pay from the New Fee the Regional Development Impact Fee assessed by the Transportation Agency for Monterey County (“TAMC”) for each residential building permit issued by the City.

C. Park Fees. Section 2.8.2(i), established by Section 7 of the First Amendment, is hereby deleted in its entirety and replaced with the following:

City and Developer have reached agreement regarding the design of the Sea Haven Park (“Park”) as attached hereto as Exhibit “C.” The current estimated budget for the agreed upon Park is \$3,600,000.00 (“Park Budget”), a copy of which is attached hereto as Exhibit “D.” Developer has previously committed to paying not more than Three Million Dollars (\$3,000,000) toward the design, engineering, construction, and improvements of the Park (“Developer’s Contribution”). In order to fund the costs of construction of the Park that exceed the Developer’s Contribution, the Developer agrees that if the Developer is able to obtain release of the Habitat Mitigation Funds referenced in Section 2.14.3,

Developer shall be obligated to increase the Developer's Contribution to the Park by the amount of the Habitat Mitigation Funds. Notwithstanding the fact that the costs of the Park exceed the Developer's Contribution, the Developer agrees to commence construction of the Park no later than (a) 90 days from date Developer receives the Habitat Mitigation Funds, provided all necessary improvement plans and specifications have been approved by the City, and all required permits issued; or, (b) 90 days from the date the City approves an agreed upon value engineered City Park. For avoidance of doubt, if the Developer seeks to make any changes in the Park design, all such changes must be approved by the City Council. The agreed upon design of Park includes four pickle ball courts ("Pickle Ball Courts") and Kompan play equipment ("Play Equipment"). Initially the parties contemplated Developer contributing \$300,000 of Developer's Contribution to the Play Equipment and City contracting and paying for the Pickle Ball Courts, an estimated \$300,000 improvement. To facilitate development of the Park, the Parties agree that Developer will directly contract for the construction and installation of the Pickle Ball Courts and pay for the same from Developer's Contribution; and, the City will directly contract for the purchase and installation of Play Equipment, including the surface beneath the Play Equipment, the cost of which is estimated to be \$1.6 million, which is not part of the Park Budget, nor part of Developer's Contribution.

The following paragraph is added to the end of Section 2.8.2(v):

To ensure that Developer receives the full benefit of the \$900,000 credit following the construction of the Park, in the event the Park is not completed at or before the time in which only 100 lots in the Project remain undeveloped, Developer shall place the Park Fees for the remaining 100 units, in the amount of \$9,008.00/DU, in an interest-bearing escrow or trust account pending the completion of the Park for the purpose of holding the fees, which escrow or trust account will be governed by instructions, a copy of which will be provided to the City that will prohibit the release of the funds in the account to the Developer until the Park is complete. By depositing such fees into the account, Developer will be deemed to have complied with any obligation to pay Park Fees for any such unit. Upon completion of the Park, Developer's Park Fee for any remaining units shall be waived, and the funds in the escrow account will be disbursed to Development pursuant to written release instructions received by both the City and Developer.

D. Sand Gilia Mitigation. The following section is added to the Amended Development Agreement as amended by the First Amendment after Section 2.13:

2.14 Sand Gilia Mitigation

2.14.1. Developer intends to mitigate for the Project's impacts to *sand gilia* habitat through proposed restrictions on a portion of an approximately 3.91-acre property adjacent to the Project to be acquired by the Developer (the "Proposed

Mitigation Property”). Upon the approval by the California Department of Fish & Wildlife (“CDFW”) of any self-mitigation proposal by Developer on the Proposed Mitigation Property, the Developer shall provide notice (the “Self-Mitigation Notice”) to the City of such approval, and a summary of Developer’s costs to self-mitigate supported by invoices or estimates prepared by technical experts (the “Self-Mitigation Costs”). Said Self-Mitigation Costs include all costs incurred by the Developer to ensure the use of the Proposed Mitigation Property as mitigation for the Project and shall include the lower of the appraised value of the Proposed Mitigation Property or the actual amount paid by the Developer for the Proposed Mitigation Property, consultant fees, and those costs identified in the CDFW approved Mitigation and Monitoring Plan, including short term costs and any endowment required to fund the long-term costs associated with maintaining the Proposed Mitigation Property.

After Developer provides the Self-Mitigation Notice to the City, Developer shall be entitled to release of the funds retained in the escrow established by the Parties pursuant to the Tolling Agreement in an amount equal to \$1,600,000 (“Self-Mitigation Offset”). Upon release of the funds in escrow to the Developer, the Developer shall assume all obligations related to the Sand Gilia Mitigation and the City shall have no responsibility related to the Sand Gilia Mitigation for the Project. The Developer shall make diligent efforts to obtain an incidental take permit from CDFW using the Proposed Mitigation Property in a timely manner and will provide the City with copies of any applications or other materials submitted to CDFW related to Developers self-mitigation proposal. The Developer shall provide the City with regular, but no less frequently than quarterly, written reports on the progress on obtaining the incidental take permit.

2.14.2. If the Developer is unable to obtain CDFW’s approval for the Sand Gilia Mitigation on the Proposed Mitigation Property, the Developer can request in writing that the City provide a conservation easement on a portion of the Fort Ord Landfill, which is now controlled by the City, to satisfy Developer’s Sand Gilia Mitigation obligation (the “Conservation Easement”), as required by CDFW sufficient to allow Developer to pull permits and commence construction on Phase 5b of the Project. The City agrees to provide the Conservation Easement and to assume responsibility for the long-term management and funding of the Conservation Easement as required by CDFW to serve as mitigation for the Developer’s incidental take of sand gilia associated with construction of Phase 5b. The City shall be responsible for the long-term management and funding of the Conservation Easement. The City’s ability to provide a Conservation Easement on the landfill property is subject to the approval of CDFW. The City and the Developer shall work cooperatively to obtain CDFW’s approval of the Conservation Easement within twelve (12) months of the City receipt of Developer’s notice requesting that the City provide the Conservation Easement. In the event that CDFW approves the Conservation Easement the City shall be entitled to release of any funds held in the escrow

account established by the Parties pursuant to the Tolling Agreement in accordance with that certain Settlement Agreement dated November _____, 2022 entered into by and between the Parties.

2.14.3 Upon the approval of the use of the Proposed Mitigation Property for the mitigation of the sand gilia, the Developer will take all commercially reasonable efforts to acquire the approximately \$716,000.00 held by California Bank & Trust deposited by Cypress Marina Heights, LLC for habitat mitigation, including but not limited to *sand gilia* mitigation (the “Habitat Mitigation Funds”) and upon release of such funds to Developer, Developer shall be obligated to increase the Developer’s Contribution to the Park by the amount of the Habitat Mitigation Funds. For avoidance of doubt, the Habitat Mitigation Funds do not include the second account at California Bank & Trust containing approximately \$327,000 which, if released, are to be retained by Developer.

E. Conflict. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Development Agreement, the terms and conditions of this Second Amendment shall control.

F. No Further Modification. Except as set forth in this Second Amendment, all other terms and provisions of the Development Agreement are hereby ratified and confirmed and shall be and remain unmodified and in full force.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. It shall be necessary to account for only one fully executed counterpart in proving this Agreement.

**WATHEN CASTANOS PETERSON
HOMES, INC.**

Dated: _____, 2022

By: _____
Name: _____
Title: _____

CITY OF MARINA

Dated: _____, 2022

By: _____
Name: _____
Title: _____

ATTEST:

Dated: _____, 2022

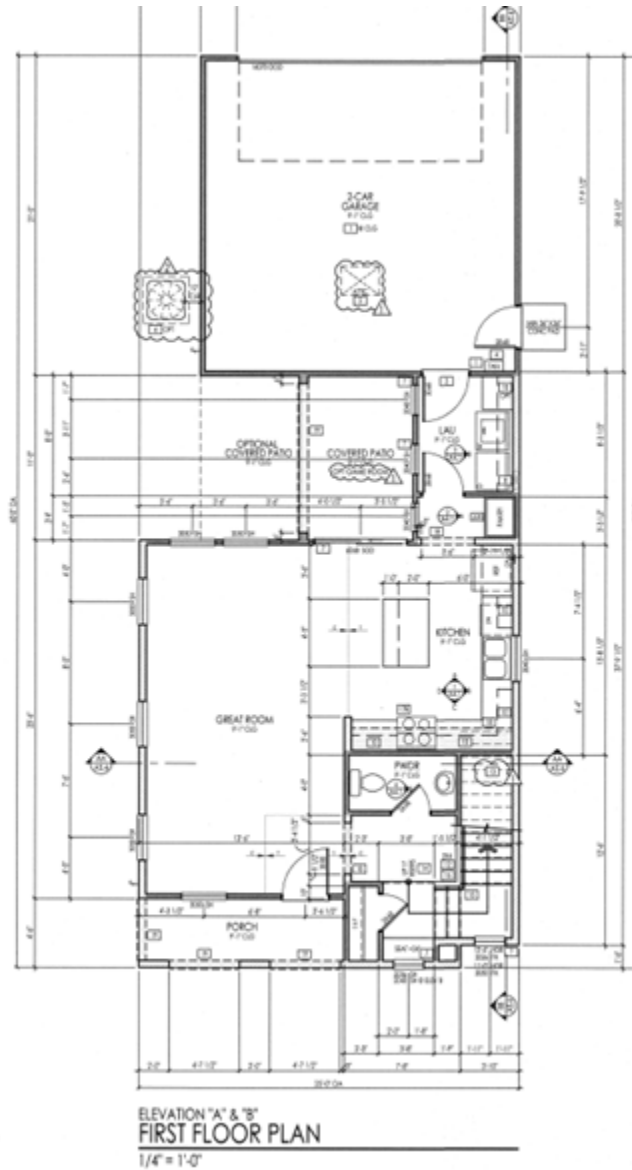
By: _____

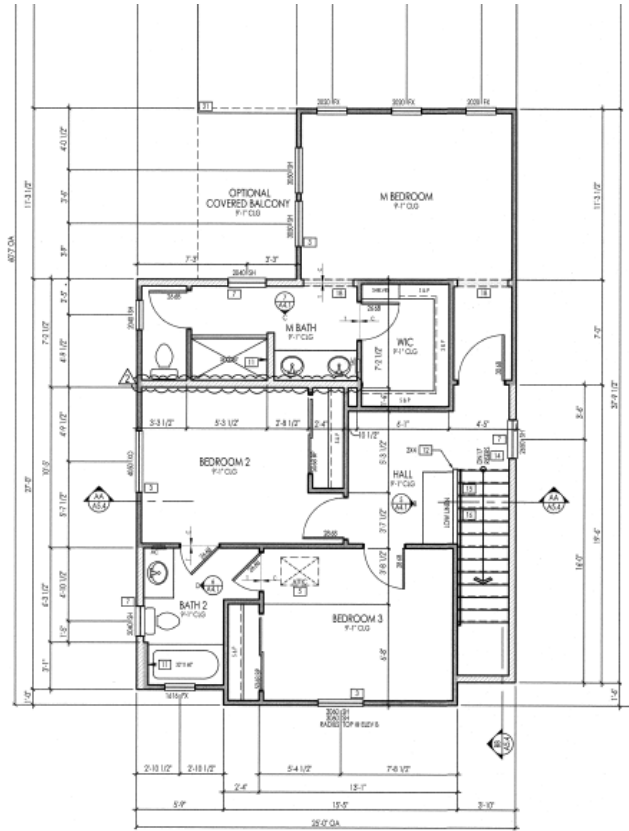
APPROVED AS TO FORM:

Dated: _____, 2022

By: _____

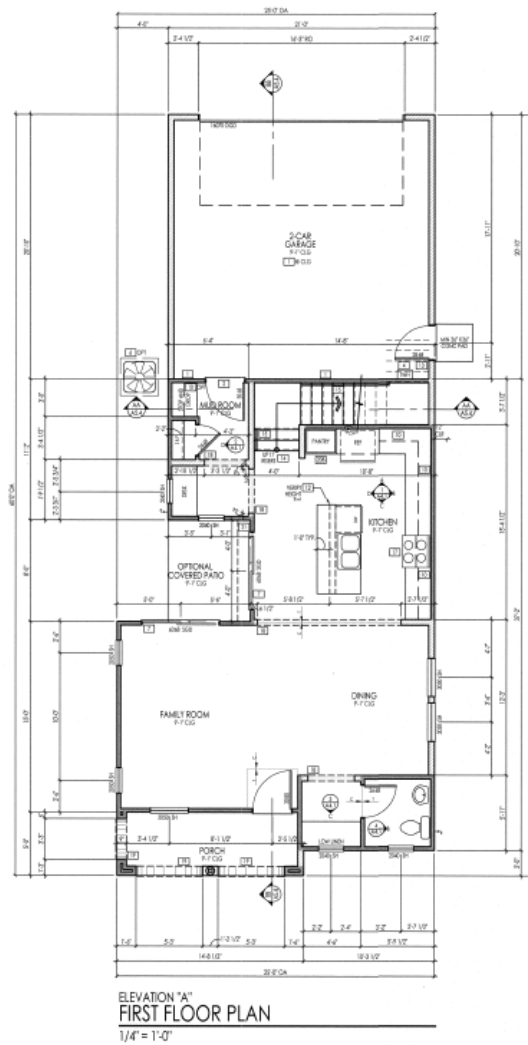
EXHIBIT A TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
Workforce Cottages

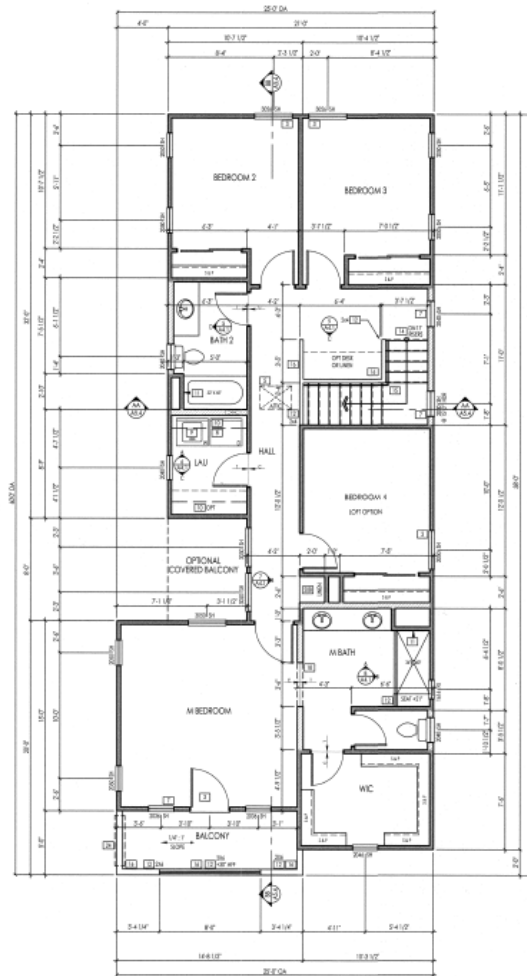




ELEVATION "A" & "B"
SECOND FLOOR PLAN
1/4" = 1'-0"

EXHIBIT B TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
Bridge Homes





SECOND FLOOR PLAN
1/4" = 1'-0"

EXHIBIT C TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

City Park Plan



EXHIBIT D TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

Current Park Budget



PROJECT: SEA HAVEN
CLIENT: WATHEN CASTANOS HOMES
PROJECT NO. 1493-0001-02

3-Oct-22
Engineer: EB
Checked by: BEK

CITY PARK OPINION OF PROBABLE CONSTRUCTION COSTS - 2nd Submittal Plan Set

NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
SITE CLEARING, DEMOLITION AND EARTHWORK					
1	CLEARING AND GRUBBING	LS	1	50,000.00	\$ 50,000.00
2	EARTHWORK/EXCAVATION/GRADING	CY	10,000	20.00	\$ 200,000.00
				Sub Total	\$ 250,000.00
HARDSCAPE					
3	CONCRETE PAVING	SF	15,336	14.00	\$ 214,704.00
4	CONCRETE PAVING (NATURAL GRAY, STAMPED - 'WOOD DECK')	SF	1,350	18.00	\$ 24,300.00
5	DECOMPOSED GRANITE	SF	19,600	8.00	\$ 156,800.00
6	MINOR CONCRETE (SEAT WALLS)	LF	120	250.00	\$ 30,000.00
7	/	LF	0	0.00	\$ -
				Sub Total	\$ 426,000.00
RECREATION					
8	PICKLEBALL COURTS	LS	1	300,000.00	\$ 300,000.00
9	/	SF	0	0.00	\$ -
10	/	SF	0	0.00	\$ -
				Sub Total	\$ 300,000.00
CIVIL IMPROVEMENTS					
11	HMA (TYPE A FOR TRAILS / ROADS)	TON	979	200.00	\$ 195,800.00
12	CLASS 2 AGGREGATE BASE	CY	1,000	100.00	\$ 100,000.00
13	DRAINAGE STRUCTURES	EA	4	3,000.00	\$ 12,000.00
14	MINOR CONCRETE (6" CURB)	LF	1,983	18.00	\$ 35,694.00
15	PAVEMENT DELINEATION	LS	1	6,000.00	\$ 6,000.00
16	NEW DRIVEWAY ENTRY	LS	1	20,000.00	\$ 20,000.00
17	TRASH ENCLOSURE	LS	1	22,000.00	\$ 22,000.00
				Sub Total	\$ 391,000.00
UTILITIES					
18	6" HDPE DR 11 RW PIPELINE	LF	50	200.00	\$ 10,000.00
19	TIE-IN TO EXISTING 8" RW PIPELINE, METER AND METER BOX	LS	1	3,500.00	\$ 3,500.00
20	MCWD NON-POTABLE WATER METER FEE	LS	1	125,000.00	\$ 125,000.00
21	1" POTABLE WATER BACKFLOW DEVICE	EA	1	2,500.00	\$ 2,500.00
22	MCWD POTABLE WATER METER FEE	LS	1	5,000.00	\$ 5,000.00
23	1" POTABLE WATER SERVICE TO RESTROOM & BBQs	LS	1	25,000.00	\$ 25,000.00
24	4" SEWER LATERAL & CLEANOUTS	LF	750	50.00	\$ 37,500.00
25	ELECTRICAL	LS	1	100,000.00	\$ 100,000.00
				Sub Total	\$ 309,000.00
LANDSCAPE PLANTING					
26	PLANTING AREAS - NATIVE HYDROSEED	SF	302,335	0.27	\$ 81,630.45
27	PLANTING AREAS - TRANSITION	SF		2.00	\$ -
28	PLANTING AREAS - ACCENT	SF	25,346	2.00	\$ 50,692.00
29	PLANTING AREAS - TURF	SF	116,775	0.50	\$ 58,387.50
30	15 GALLON TREES	EA	147	250.00	\$ 36,750.00
31	24" BOX TREES	EA	3	1,500.00	\$ 4,500.00
32	MULCH	CY	235	125.00	\$ 29,375.00
33	IRRIGATION (TURF)	SF	116,775	2.00	\$ 233,550.00
34	IRRIGATION (SHRUBS)	SF	25,346	2.00	\$ 50,692.00
35	IRRIGATION (TREES)	EA	150	100.00	\$ 15,000.00
34	90 DAY MAINTENANCE	LS	1	12,000.00	\$ 12,000.00
				Sub Total	\$ 573,000.00
MISCELLANEOUS					
35	BENCHES	EA	8	2,800.00	\$ 22,400.00
36	PICNIC TABLES - 8'	EA	8	6,800.00	\$ 54,400.00
37	PICNIC TABLES - ROUND	EA		1,000.00	\$ -
38	BIKE RACKS (5 BICYCLE SINGLE-SIDED RACK)	EA	3	500.00	\$ 1,500.00
39	BBQ GRILL	EA	2	500.00	\$ 1,000.00

40	TRASH AND RECYCLE RECEPTACLES WITH LIDS	EA	10	5,000.00	\$	50,000.00
41	DISC GOLF TARGETS (SET OF 9)	LS	1	6,500.00	\$	6,500.00
42	WOOD AND WIRE 4' TALL DOG PARK FENCE AND GATES	LF	928	60.00	\$	55,680.00
43	DOG PARK AMENITIES	LS	1	5,000.00	\$	5,000.00
44	PARK ENTRY SIGN	EA	1	15,000.00	\$	15,000.00
45	16 FOOT MANUAL SWING GATE & RECEIVER POST	EA	2	3,500.00	\$	7,000.00
46	RESTROOM	LS	1	475,000.00	\$	475,000.00
				Sub Total	\$	693,000.00
				Base Total	\$	2,942,000.00
ADMINISTRATIVE						
	MOBILIZATION (2.5%)	LS	1		\$	74,000.00
	CONTINGENCY (10%)	LS	1		\$	294,000.00
	CONSULTANTS / SOFT COSTS (10%)	LS	1		\$	294,200.00
				Grand Total	\$	3,604,200.00
DEVELOPER CONTRIBUTION						\$ 3,000,000.00
AMOUNT REMAINING						\$ 604,200.00

ADDITIONAL NOTES: WALLACE GROUP MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT ACTUAL COSTS WILL NOT VARY FROM THE AMOUNTS INDICATED AND ASSUMES NO LIABILITY FOR SUCH VARIANCES.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of this day of 3rd July, 2018, by and between the CITY OF MARINA, a California municipal corporation (the "City"), and WATHEN CASTANOS PETERSON HOMES, INC, a Delaware corporation ("Developer"), with reference to the following facts and circumstances (the City and Developer are sometimes referred to herein collectively as the "Parties", and each individually as a "Party"):

RECITALS:

A. Cypress Marina Heights, LLC and the City previously entered into that certain Final Development Agreement dated as of March 3, 2004 (the "Development Agreement"), pursuant to which the City and Cypress Marina Heights, LLC agreed to certain matters with respect to the development of 1,050 homes (the "Project") on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the "Project Site"), which is more particularly described in the Development Agreement.

B. The City and Cypress Marina Heights, LLC have amended the Development Agreement once previously with that certain Implementation Agreement dated October 11, 2007 (the "Implementation Agreement") (the Development Agreement, as so previously amended by the Implementation Agreement, being referred to herein as the "Amended Development Agreement").

C. The first phase of the Project consisting of roads and utilities has been substantially completed.

D. Development is underway of the first residential phase of the Project which consists of 300 homes.

E. Cypress Marina Heights, LLC has partially assigned the Development Agreement to Developer pursuant to that Partial Assignment and Assumption Agreement dated April 12, 2018 and Developer has assumed certain obligations under the Development Agreement.

F. Each of the City and Developer are requesting modifications to the Amended Development Agreement to facilitate the development of the Project which, in turn, will bring financial and other benefits to the City, including but not limited to 210 Below Market Rate Homes (defined herein) and construction of the Sea Haven Park.

G. The Parties now desire to amend the Amended Development Agreement pursuant to the terms of this Amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** All terms defined in the Amended Development Agreement when used herein shall have their respective meanings as set forth in the Amended Development Agreement unless expressly superseded by the terms of this Amendment. All references in this Amendment to an “Article” or a “Section” shall refer to the applicable Article or Section of the Amended Development Agreement, unless otherwise specifically provided.

2. **Defined Terms Expressly Amended or Superseded by this Amendment.**

(a) Section 1.1.2 which defines “Affiliate” is hereby deleted in its entirety.

(b) Section 1.1.4 which defines “Benchmarks” is hereby deleted in its entirety. Accordingly, the clause “but consistent with the Benchmarks,” as the same appears in the first line of Section 2.12.1, is hereby deleted.

(c) Section 1.1.9 is hereby deleted in its entirety and replaced with the following:

“**City Impact Fees**” shall mean (a) during the Original Term, only those development impact fees of the City (and only in the amounts) set forth in Exhibit B to this Agreement (the “Original City Impact Fees”); and (b) during the Extended Term, any lawful development impact fees, taxes or assessments lawfully adopted by the City and applicable to residential developments within the City in effect or adopted by the City Council after 12:01 a.m. on November 30, 2018, as such fees may be adopted or amended from time to time during the Extended Term. (the “Updated City Impact Fees”).

(d) Section 1.1.11 is hereby deleted in its entirety and replaced with the following:

“**Developer**” shall mean Wathen Castanos Peterson Homes, Inc. and their successor and assigns.

(e) The clause “listed on Exhibit B to this Agreement” in item (iii) of Section 1.1.16 is hereby deleted.

(f) Section 1.1.30 which defines “Project Approvals” is modified to clarify Section 1.1.30.5 and to add the following permits and approvals granted or to be granted to Developer by the City for the Project to those already enumerated in Sections 1.1.30.1 through 1.1.30.6:

- 1.1.30.5 Tentative Tract Map No. 1478 approved by City Council Resolution No. 2004-44
- 1.1.30.7 Resolution No. 2006-56, approving Phase 1 Final Map and a Subdivision Improvement Agreement
- 1.1.30.8 Resolution No. 2006-225, A Resolution if the City Council of the City of Marina Approving the Affordable Housing Program for the Marina Heights Subdivision
- 1.1.30.9 Resolution No. 2006-228, approving Phase 2 Final Map and a Subdivision Improvement Agreement for the First 299 Residential Units

- 1.1.30.10 Implementation Agreement Regarding that Certain Option Agreement by and among the Redevelopment Agency of the City of Marina, the City of Marina and Cypress Marina Heights L.P. and that Certain Development Agreement by and between the City of Marina and Cypress Marina Heights L.P. dated October 11, 2007
- 1.1.30.11 Resolution No. 2016-23, Issuing a Notice of Compliance by Cypress Marina Heights L.P. Relating to the Development Agreement for the Marina Heights Project
- 1.1.30.12 Resolution No. 2016-24, Approving Designating Wathen Castanos Homes as an Approved Builder Under the Marina Heights Option Agreement
- 1.1.30.13 Resolution No. 2016-84, by the City Council of the City of Marina Consenting to a Partial Assignment and Assumption Agreement for the Marina Heights Development Agreement from Cypress Marina Heights L.L.C. to WC Marina L.L.C. and a Partial Assignment and Assumption Agreement for the Marina Heights Option Agreement from Cypress Marina Heights LLC to WC Marina LLC
- 1.1.30.14 Resolution No. 2017-01, of the City Council of the City of Marina Acting on Behalf of the City of Marina and the Successor Agency to the City of Marina Redevelopment Agency Approving Designating Granville Homes and/or Valley Coastal Development, LLC as a Pre-Approved Homebuilder Pursuant to the Marina Heights Option Agreement
- 1.1.30.15 Ordinance No. 2018-05, approving First Amendment to Development Agreement by and between the City of Marina and Wathen Castanos Peterson Homes, Inc.

3. **New Defined Terms Added to the Amended Development Agreement by this Amendment.**

(a) **“Below Market Rate Homes”** or "BMR Homes" shall mean the 210 Residential Units consisting of 51 townhomes affordable to moderate income families, 51 townhomes and 23 cottages affordable to “workforce” families and the 85 “bridge homes” whose sales price is determined by the Option Agreement.

(b) **“Extended Term”** shall commence at 12:01 a.m. on November 30, 2018 and then terminate at 12:01 a.m. November 30, 2030.

(c) **“Market Rate Homes”** shall mean the 840 Residential Units which are not Below Market Rate Homes.

(d) **“Original Term”** shall mean the period commencing on the Effective Date and terminating at 12:01 a.m. on November 30, 2018.

4. **Term.** Section 1.2.2 is hereby deleted in its entirety and replaced with the following:

The Term of this Agreement shall commence on the Effective Date and shall continue until, and then terminate at 12:01 a.m. on November 30, 2030 (the "Term"), unless this Agreement is otherwise terminated or extended in accordance with the provisions of this Agreement. The term of this Agreement has been negotiated to allow for the occurrence of possible Force Majeure Events and it shall not be extended due to the occurrence of Force Majeure Events without express action of the City extending the term.

5. **Development and Timing.** The second through fifth sentences of Section 2.6.1 are hereby deleted in their entirety and replaced by the following:

The Below Market Rate Homes are an important, but complex component of the Project. The Project Approvals, including the General Plan and Specific Plan, allow a jump start to the Project, meaning a period in the early years of construction of the Project when the Developer has the right to develop 115 Market Rate Homes (the "Jump Start Homes") prior to developing the Below Market Rate Homes. The Project Approvals require that all product types be disbursed throughout the Project Site and integrated throughout the Project. Consistent with the Project Approvals, the Developer intends to construct the Below Market Rate Homes in a manner proportionate to construction of the Market Rate Homes, as shown in the following table:

Type of Product	Phase II	Phase III	Phase IV	Phase V	Total
Total BMR Homes	36	83	66	25	210
Total Market Rate Homes	264	212	222	142	840
Total Homes Per Phase	300	295	288	167	1050

As shown in the table above, and in accordance with the Project Approvals, Below Market Rate Homes will total 20% of the total Project. The percentage of Below Market Rate Homes per phase ranges from 12% to 28%.

All of the Below Market Rate Homes per phase of the Project, as shown in the table above, shall have "Commenced Construction" before the first certificate of occupancy is issued for the next phase; provided, however, that Developer may develop the phases shown in the table out of sequence. In the alternative, following completion of the Jump Start Homes, whenever Developer has Completed Construction on approximately 200 Market Rate Homes, Developer shall not receive a certificate of occupancy for additional Market Rate Homes until Developer has Commenced Construction on approximately 30 Below Market Rate Homes; provided, however, that at Project completion the total Below Market Rate Homes shall not be less than 20% of the total Project. "Commenced Construction" shall mean that Developer has received a building permit from the City, that site work has commenced and the Developer continues to construct the home expeditiously such that

the construction of the Below Market Rate Homes shall proceed on the same time line as the Market Rate Homes which are generally projected to be complete 12 months after construction commences.

Notwithstanding the above, if at any time Developer is unable to sell more than eight (8) BMR Homes for a period of six months after completion of such BMR Homes despite commercially reasonable efforts to find Qualified Buyers, the Developer shall have no obligation to Commence Construction on additional BMR Homes until the earlier of (a) the City and the Developer reaching agreement on changes to the BMR Homes sales program that address constraints to the sale of the BMR Homes and the unsold BMR Homes are sold; (b) the City providing the Developer a list of Qualified Buyers pursuant to the City's Below Market Rate Housing Policies and Procedures and the unsold BMR Homes are sold; or (c) notwithstanding (a) and (b) above, the unsold inventory of BMR Homes is fewer than eight (8) units.

The City is expected to administer the affordable housing program for the Project, including but not limited to providing the Developer with a list of qualified buyers (the "Qualified Buyers List") for the Below Market Rate Homes. To the extent that the City is delayed in providing the Qualified Buyers List to Developer, the Developer may select Qualified Buyers for the Below Market Rate homes, provided, however, City Staff must verify the Qualified Buyers eligibility for the Below Market Rate Homes on or before the tenth (10th) business day after the date on which the Developer provides the Qualified Buyers List to the City. City shall not withhold certificates of occupancy for Market Rate Homes under this Section if the City has caused a delay in the development of the Below Market Rate Homes.

6. **Fees.** Section 2.7.1 is hereby deleted in its entirety and replaced with the following:

2.7.1.1 During the Original Term, Developer shall be obligated to pay only the Original City Impact Fees as set forth in Exhibit B attached hereto and incorporated herein by this reference, and the City shall not impose or exact any additional fees, whether through the exercise of the police power, the taxing power, or any other means. During the Extended Term, Developer shall be obligated to pay the Updated City Impact Fees. Notwithstanding anything set forth in this Section 2.7.1.1 or in Section 2.3, during the Extended Term the Developer shall be obligated to pay any lawful and lawfully imposed fees, taxes or assessments adopted by the City subsequent to the Effective Date applicable to residential development projects within the City, including new development impact fees that were not previously included in the Original City Impact Fees.

2.7.1.2 **FORA Fee.** (a) City and Developer acknowledge that (i) Developer is currently obligated to pay at time of issuance of building permit a one-time special assessment per residential unit levied by the Fort Ord Reuse Authority ("FORA") Basewide Community Facilities District in the amount of \$23,837, which may be adjusted (the "FORA Fee"); (ii) FORA may be dissolved in 2020 and some or all of its obligations may be

transferred to local agencies. In the event that FORA is dissolved Developer acknowledges that it will no longer be obligated to pay the FORA Fee to FORA. Developer further acknowledges that City may assume certain obligations of FORA currently paid by FORA with the FORA Fee or assume obligations to collect fees or assessments from property owners and developers to pay for obligations currently covered by the FORA Fee and assumed by other public entities and that City will need to collect a fee comparable to the FORA Fee to cover such obligations.

(b) Developer agrees to cooperate with the City in addressing the replacement of the FORA Fee, including the following:

(i) Developer shall vote for inclusion of any property owned by Developer for which the FORA Fee has not already been paid within assessment districts or community facilities districts formed by the City or another regional entity, and shall pay such fees as may be imposed by such assessment districts or community facilities districts, provided such fees are lawful and lawfully imposed, and such fees do not exceed the FORA Fee in effect at the time of FORA's dissolution subject to annual adjustments equal to the lesser of (1) five percent (5%) or (2) the percentage change since the immediately preceding fiscal year in the Engineering News Record's Construction Cost Index applicable to the Marina area ("FORA Fee Adjuster").

(ii) As part of the consideration for City's agreement to extend the term of this Agreement as set forth above, Developer agrees in the event that FORA is dissolved with respect to any property owned by Developer for which the FORA Fee has not already been paid, to pay to the City a new fee to replace the FORA Fee (the "New Fee"), provided that such New Fee:

- (A) is required to be paid upon issuance of a building permit and not before,
- (B) is a one-time fee or assessment; and
- (C) the City shall be responsible for distributing such applicable portions of the New Fee to other regional agencies, if any, that assume obligations that were previously funded by the FORA Fee.

(c) Whether the New Fee is a single fee and/or assessment or multiple fees and/or assessments, it shall not in the aggregate exceed the lesser of (1) the amount of the FORA Fee at the time of FORA's dissolution as increased by the FORA Fee Adjuster; or (2) the amount that when added to any FORA related development impact fee adopted by the City or other local entities or any special assessment or special tax imposed pursuant to subsection (b)(i) above does not exceed the FORA Fee at the of FORA's dissolution as adjusted by the FORA Fee Adjuster.

Notwithstanding anything set forth in this paragraph or the provisions of Sections 6.2 and 6.3, the provisions of this Section shall not be applicable to individual homeowners or assignees who took title to portions of the Property prior to the Effective Date of this Amendment and provided further, in no event shall the New Fee pursuant to subsection (b)(ii) and any assessment or special tax pursuant to subsection (b)(i) exceed the FORA Fee at the time of FORA's dissolution increased by the FORA Fee Adjuster. The limitations set forth herein on the amount of any fee imposed by the City or adopted by the City to replace the FORA Fee shall not in any way limit the City's ability to adopt and impose other development impact fees, special taxes, or assessments unrelated to the replacement of the FORA Fee.

7. **Park Fees.** Section 2.8.2 is hereby deleted in its entirety and replaced with the following:

During the Original Term, Developer shall pay Park Development Fees ("Park Fees") set forth in Exhibit B to this Agreement as part of the City Impact Fees. During the Extended Term, Developer shall pay the Park Fees included in the Updated City Impact Fees. The Park Fees shall be paid at the time of issuance of building permits for the applicable Residential Units. In addition to the Park Fees, Developer is obligated, pursuant to the conditions of approval of the Project, to pay up to \$1.5 million for improvements to the adjacent 18 acre park ("Sea Haven Park") as such amount is increased by the increase in the Consumer Price Index since the approval of the Original Agreement in 2004 ("Sea Haven Park Fee"). The City and Developer agree that the Sea Haven Park Fee owed as increased by the increase in the Consumer Price Index is Two Million One Hundred Thousand Dollars (\$2,100,000) as of the Effective Date of this Amendment.

Developer shall construct the Sea Haven Park, at Developer's expense, subject to the following conditions and limitations:

- (i) The total cost of the Sea Haven Park to be paid by Developer shall not exceed Three Million Dollars (\$3,000,000) including, but not limited to, design, engineering, construction and improvements. Nothing herein shall preclude the City from contributing additional funds to the construction of the Sea Haven Park.
- (ii) The design of the Sea Haven Park shall be subject to review and approval by the City in accordance with the City's standard approval process. The design of the Sea Haven Park shall be mutually agreed to by the Developer and the City.
- (iii) The Sea Haven Park shall be constructed expeditiously.
- (iv) Upon completion of the Sea Haven Park, Developer shall be relieved of the Sea Haven Park Fee;

- (v) Upon completion of the Sea Haven Park, Developer shall receive a fee credit, in an amount not to exceed nine hundred thousand dollars (\$900,000) toward the Park Fees to be paid on the 750 units in Phases III-V (“Park Fee Credit”), with the Park Fee Credit to be divided equally among the 750 units in Phases III-V and to be taken for each unit only at such time as Developer is issued a building permit for the unit. The amount of the Park Fee Credit shall be determined by the City and Developer after completion of the Sea Haven Park based on Developer's submission of certified costs evidencing the total amount spent by the Developer for the development of the Sea Haven Park and shall not exceed the lesser of (A) Nine Hundred Thousand Dollars (\$900,000) and (B) the total amount spent by the Developer for the development of the Sea Haven Park minus the Sea Haven Park Fee which is \$2,100,000. The City and Developer shall enter into a separate development and reimbursement agreement prior to the construction of the Sea Haven Park; and
- (vi) Upon completion of the Sea Haven Park, the cost of the Sea Haven Park maintenance shall be paid by the Sea Haven Home Owners Association. The maintenance cost to the Home Owners Association shall not exceed \$12,000.00 per month. The City and Sea Haven Home Owner's Association shall enter into a maintenance agreement to be recorded against the property addressing the maintenance standards and responsibilities prior to completion of the Sea Haven Park and the City shall be a third party beneficiary of the covenants, conditions and restrictions of the Sea Haven Home Owners Association with respect to the provisions governing maintenance of the Sea Haven Park and such provisions shall not be subject to amendment without the consent of the City. Maintenance of the Sea Haven Park shall be performed by a contractor mutually selected by the City and the Developer and hired by the City. Maintenance costs may include establishment of reserve funds to replace park amenities as long as such costs do not exceed \$12,000 per month.

8. **Amendment of Agreement and Subsequent Approvals.** The following paragraphs are added to the end of Article 3:

3.2.3. The Parties acknowledge that as the Project is developed, the Project Approvals may require modification or additional permits may be issued by the City (the “Subsequent Approvals”). In the event that Subsequent Approvals are approved or issued by the City, they shall automatically become part of the “Project Approvals.”

3.2.4. Administrative Amendments to Agreement. This Agreement may be amended or clarified by an Administrative Amendment upon mutual consent of the City Manager and the Developer, without requirement of notice, hearing or adoption of an ordinance, for minor or clarifying changes or interpretations.

9. **Default.** Section 4.1.2.1 is hereby deleted in its entirety.
10. **Restrictions on Transfer.** Article 5 is hereby deleted in its entirety.
11. **Schedule of Benchmarks.** Exhibit D to the Development Agreement, as modified by the Implementation Agreement, is hereby deleted in its entirety.
12. **Conflict.** In the event of a conflict between terms and condition of this Amendment and the terms and conditions of the Amended Development Agreement, the terms and conditions of this Amendment shall control.
13. **No Further Modification.** Except as set forth in this Amendment, all other terms and provisions of the Amended Development Agreement are hereby ratified and confirmed and shall be and remain unmodified and in full force.
14. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts, when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the day and year first above written.

“DEVELOPER”:

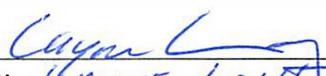
WATHEN CASTANOS PETERSON
HOMES, INC.,

By: 

Its: President

“CITY”:

CITY OF MARINA

By: 

Name: CAYNE LATTA

Title: CITY MANAGER

APPROVED AS TO FORM

FOR THE CITY ATTY
ROBERT RATHIE

EXHIBIT B

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into as of the last date a party affixes its signature hereto (the “Effective Date”), by and between the CITY OF MARINA (the “City”), on the one hand, and WATHEN CASTANOS PETERSON HOMES, INC. (“Developer”), on the other hand. The City and Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

I.

RECITALS

WHEREAS, on March 3, 2004, the City and Cypress Marina Heights, LLC (“Cypress”) entered into that certain Final Development Agreement (the “Development Agreement”), under which the City and Cypress agreed to certain matters regarding the development of approximately 1,050 homes and other improvements (the “Project”) on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the “Project Site”), which is more particularly described in the Development Agreement.

WHEREAS, the City and Cypress subsequently amended the Development Agreement with that certain Implementation Agreement dated October 11, 2007 (the “Implementation Agreement”) (the Development Agreement, as so previously amended by the Implementation Agreement, being referred to herein as the “Amended Development Agreement”).

WHEREAS, the Project is located within what used to be part of a former United States Army post, Fort Ord, which closed in 1994 as part of a Base Realignment and Closure action by the United States.

WHEREAS, after Fort Ord closed, the Fort Ord Reuse Authority (“FORA”) was formed in 1994 pursuant to the Fort Ord Reuse Authority Act, (see Govt. Code, § 67650), with the purpose of, *inter alia*, overseeing the redevelopment of the former Fort Ord military base.

WHEREAS, FORA formed a Community Facilities District (“CFD”) to levy assessments on new development to help mitigate some of the costs associated with development within the former Fort Ord military base.

WHEREAS, for each residential unit in a development within FORA’s jurisdiction, the CFD levied a one-time special assessment fee to pay for CFD obligations including transportation, water augmentation, and habitat management, and to mitigate the costs associated with the impact of development of the former Fort Ord (the “FORA Fee”).

WHEREAS, the FORA Fee was designed to pay for certain capital improvement

projects within the Fort Ord area, and totaled \$25,362 per new residential dwelling unit as of 2020.

WHEREAS, under its implementing legislation, FORA had an original sunset date of June 30, 2014, after which FORA would cease to exist.

WHEREAS, in 2012 the Legislature adopted AB 1614, which provided a six-year extension of the sunset date and required the FORA Board of Directors to prepare a transition plan of its obligations prior to the new June 30, 2020, sunset date.

WHEREAS, Cypress partially assigned the Amended Development Agreement to Developer pursuant to that Partial Assignment and Assumption Agreement dated April 12, 2018, and Developer has assumed certain obligations under the Amended Development Agreement.

WHEREAS, on July 3, 2018, the City and the Developer entered into the First Amendment to Amended Development Agreement (the “First Amendment”), which, among other things, extended the term of the Amended Development Agreement and modified the Parties’ respective obligations concerning, *inter alia*, the construction of Sea Haven Park.

WHEREAS, prior to entering into the First Amendment, the City asserted that after FORA’s likely dissolution in 2020, that the City would assume certain obligations of FORA or assume obligations to collect fees or assessments that were previously collected by FORA.

WHEREAS, as a result of this concern, the First Amendment also modified Section 2.7.1 of the Development Agreement concerning the City’s potential adoption of a new fee (the “Post-FORA Fee”).

WHEREAS, at its June 30, 2020, Council meeting, the City proceeded with the adoption of a Post-FORA Fee, to which Developer objected.

WHEREAS, following the adoption of the Post-FORA Fee, Developer has paid the Post-FORA Fee under protest, and the Parties have engaged in settlement discussions in an effort to resolve Developer’s objections to the Post-FORA Fees and other issues, including (i) the timing and funding of the construction the Sea Haven Park; (ii) the timing and design of Developer’s construction of affordable housing units; and (iii) Developer’s mitigation of *sand gilia* impacts associated with the Project.

WHEREAS, pursuant to the August 31, 2020, Tolling and Escrow Agreement between Developer and the City, the Parties agreed that Developer’s payment of the Post-FORA Fees would be placed into an escrow account (the “Escrowed Funds”), with the funds to be disbursed pursuant to written release instructions received either (i) signed by both the City and Developer or (ii) pursuant to a court order.

WHEREAS, the Parties now desire to enter into this Settlement Agreement as a means of resolving all of the referenced disputes.

IT IS RESOLVED that, for good and valuable consideration, and subject to the terms and conditions set forth below, the Parties hereby agree as follows:

II. AGREEMENT

A. Conditions Precedent. The effectiveness of this Agreement is expressly conditioned upon the occurrence of each of the following events (collectively, the “Conditions Precedent”):

1. City’s Adoption of the Second Amendment to Development Agreement. This Settlement Agreement is expressly conditioned upon the City’s adoption of the Second Amendment to Development Agreement in substantially the same form attached hereto as **Exhibit “A.”** The City shall diligently process approval of the Second Amendment to Development Agreement in accordance with its Municipal Code.

2. City’s Adoption of Text Amendment Reducing Parking For Townhomes. This Settlement Agreement is expressly conditioned upon the City’s adoption of a text amendment that would reduce the amount of parking required for townhomes to 6 stalls/lot in substantially the same form as provided in **Exhibit “B”** hereto (the “Text Amendment”) and approval of Developer’s townhome plans, in substantially the same form as those provided in **Exhibit “C.”** Within ten days of the Effective Date, Developer shall file an application for the adoption of Text Amendment. The City staff shall thereafter diligently process this text amendment, and shall recommend approval of the Text Amendment to the City Council. The City shall process Developer’s proposed Townhome Plans concurrently with the proposed text amendment.

B. Termination of Agreement. In the event the Conditions Precedent are not performed by the City within one-year of the Effective Date, this Agreement shall terminate automatically and without further action by either Party.

C. Continued Tolling of Claims. To allow the City time to perform the conditions precedent specified in Section A above, the City and Developer agree that the dates of November 16, 2022, through (i) the date upon which all of the conditions precedent required under Section A occur or (ii) the date upon which this Agreement terminates pursuant to Section B, whichever occurs first, shall be excluded from the calculation of the statutes of limitations on all claims, demands, causes of actions, claims for relief, positions, rights, remedies and defenses, in law and in equity, possessed by each of the Parties hereto, as against each other. Nothing in this Agreement shall be construed as reviving any statute of limitations that have previously expired.

D. Release of Funds from Escrow. Within ten days of the latter of the City's adoption of the Second Amendment to the Development Agreement pursuant to Section A.1 above and the City's adoption of the Text Amendment and approval of Developer's townhome plans pursuant to Section A.2 above, the Parties shall jointly submit written instructions to release all but \$ 1,600,000 of the Escrowed Funds to the City. The remaining Escrowed Funds shall be released to the Parties upon either (i) the Developer providing the City a Self-Mitigation Notice under Section 2.14.1 of the Second Amendment to Development Agreement or (ii) the City obtaining approval for the Conservation Easement pursuant to Section 2.14.2 of the Second Amendment to Development Agreement.

1. In the event the City obtains approval of the Conservation Easement from the California Department of Fish and Wildlife pursuant to Section 2.14.2 of the Second Amendment to Development Agreement, any and all remaining Escrowed Funds shall be released to the City.

2. In the event Developer provides the City a Self-Mitigation Notice under Section 2.14.1 of the Second Amendment to Development Agreement, the Developer shall receive any and all remaining Escrowed Funds.

3. For any amounts disbursed to either Party under this Section D, the Parties shall work cooperatively to jointly submit written instructions to the Escrow Officer to effectuate the terms of this Agreement and the Second Amendment to Development Agreement.

4. The City shall disburse and allocate the Escrowed Funds it receives under this Section D pursuant to the terms of the Second Amendment to Development Agreement.

E. Mutual Release.

1. Except as to the obligations created herein, Developer, on the one hand, and the City, on the other hand, release and forever discharge each other, and each of their respective predecessors, successors, assigns, Board members (in their official capacities only), officers, employees, accountants, consultants, attorneys, and agents from all claims, demands, causes of action, obligations, damages and liabilities of any nature whatever, whether or not now known, anticipated, suspected or claimed, including attorneys' fees and costs (collectively, the "**Claims**"), which either of them ever had, now has, or may later have or claim to have against the other Party from the beginning of time to the Effective Date of this Agreement based upon, described within, arising out of, or in any way connected with the City's adoption and implementation of the Post-FORA Fees.

2. Except as otherwise provided herein, the releases contained within this Settlement Agreement are made notwithstanding the provisions of Section 1542 of the Civil Code. Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.

3. The Parties each represent and warrant that no other persons have had, nor do now have, any interest of any kind in any of the Claims released under this Section E by the representing Parties; and that each of them has the sole right and exclusive authority to execute this Agreement with respect to all such Claims.

F. Other Provisions

1. **Each Party Bears Own Costs and Fees.** Except as otherwise provided herein, the Parties hereto will each bear their own respective costs and attorneys' fees incurred in connection with this Agreement. Neither Party will seek an award of attorneys' fees and each Party agrees to indemnify the other for any attorneys' fees and costs in the event one of the parties' file a cost bill or any other request for attorneys' fees and costs related to this Agreement.

2. **Good Faith Compromise.** Execution of this Agreement does not constitute evidence of, and shall not be construed to be an admission of, liability and/or wrongdoing by any of the Parties. Rather, this Agreement is a settlement of disputed claims, and the Parties expressly deny any liability to each other. The Parties acknowledge and agree that this Agreement is entered into in good faith and has no purpose other than to compromise, settle, and extinguish the claims referred to herein.

3. **Representations and Warranties.** The Parties to this Agreement, and the attached exhibits, represent, warrant, and agree as follows:

a. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and that no approvals or consents of any other persons or entities are necessary in connection herewith.

b. The Parties have each received independent legal advice from attorneys of their choice with respect to the advisability of making this Agreement and the release provided herein. This Agreement is based upon such advice, after each Party's respective

independent attorneys were provided with a full and fair opportunity to review the Agreement and consult with their respective clients regarding the terms contained herein.

c. This Agreement is intended to be final and binding upon the Parties and, with the exception of any obligation created under the Agreement, is further intended to be effective as a full and final accord and satisfaction among them of the claims released herein regardless of any claims of fraud, misrepresentation, concealment of fact, mistake of fact or law, duress, coercion, or any other circumstances whatsoever relating to the subject matter of this Agreement, , except as otherwise provided herein. The Parties each rely upon the finality of this Agreement as a material factor inducing the other party's execution of this Agreement.

d. This Agreement has been read carefully by each of the Parties and its contents are known and understood by the Parties. This Agreement is signed freely and voluntarily by each of the Parties hereto.

4. Execution of Further Documents. The Parties shall execute all documents necessary to effectuate this Agreement.

5. Notice. Any notice provided for in this Agreement or otherwise required must be given by overnight courier or by certified United States mail, postage prepaid, addressed, to the respective addresses of the Parties at the addresses as set forth below:

For Developer:

WATHEN CASTANOS PETERSON HOMES, INC.
2505 ALLUVIAL AVENUE
CLOVIS, CA 93611
ATTENTION: JOSHUA PETERSON

For the City:

CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CA 93933
ATTENTION: CITY MANAGER

With a copy to:

Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attention: Karen Tiedemann

Notice may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, or (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a business day, shall be deemed received on the next succeeding Business Day.

6. Materiality of Representations and Warranties. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements of the Parties contained in this Agreement shall be considered material and shall be effective and survive the execution and delivery of this Agreement.

7. Third-Party Beneficiaries. This Agreement was entered into for the benefit of only the Parties to the Agreement, and there is no intent to benefit any other individual or entity that may claim any third party beneficiary rights under this Agreement.

8. Bind Successors. This Agreement shall bind and inure to the benefit of all executors, trustees, beneficiaries, administrators, successors, assigns, and heirs of the Parties.

9. Severability. Should any paragraph, clause or provision of this Agreement be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid, or unenforceable, the construction, interpretation, effectiveness and validity of the remaining paragraphs, clauses and provisions of this Agreement shall be determined by applicable law.

10. Integration. This Agreement (including all exhibits hereto) constitutes a single, integrated written contract expressing the entire agreement between the Parties. This Agreement supersedes any prior understandings and agreements among the Parties with respect to the subject matter herein.

11. Interpretation. Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties

have each participated in the drafting of this Agreement. None of the Parties hereto shall be deemed to be the author of this Agreement.

12. Entire Agreement. This Agreement (including all exhibits hereto) contains the entire agreement and understanding about the subject matter described herein and in the Recitals. The Agreement also supersedes and replaces all prior negotiations and agreements, whether written or oral, regarding the subject matter described herein and in the Recitals. The Parties acknowledge that no other Party hereto nor any of their legal counsel has made any promise, representation or warranty, express or implied, not contained in this Settlement Agreement (or the exhibits hereto), and further acknowledge that no party has executed this Agreement in reliance upon any promise, representation or warranty not set forth herein.

13. Time of the Essence. Time is of the essence with regard to the performance of each provision of this Agreement.

14. Time Periods Falling on Non-Business Day. In the event that any time period set forth in this Agreement would otherwise expire on a day that is not a business day or in the event this agreement calls for payment or performance on any day that is not a business day, such time period and the time for any such payment or performance shall be automatically extended to the next day that is a business day.

15. Amendments. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. It shall be necessary to account for only one fully executed counterpart in proving this Agreement.

17. Forbearance and Waiver. Any forbearance at any time by either Parties hereto to exercise their rights or to pursue remedies with respect to a breach or default of this Agreement shall not be deemed to be a waiver with respect to any other breach or default. Any waiver of the provisions of this Agreement by the Party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

18. Enforcement of Agreement. The Parties agree that this Agreement is binding and enforceable and further shall be admissible in evidence in any action or proceeding to enforce this Agreement, notwithstanding any provisions of the Evidence Code to the contrary. Any party may seek enforcement of this Agreement pursuant to CCP § 664.6 via a motion or other pleading presented to the Court in such action.

19. **Governing Law.** The parties agree that this Agreement is entered into in California relating to property located in California and, therefore, the law governing this Agreement shall be that of the State of California.

20. **Attorneys' Fees.** If any additional or further legal proceedings are necessary by any of the parties for enforcement of this Agreement or declaration of any rights under the terms of this Agreement, the prevailing party in that litigation shall be entitled to receive from the other party or parties all costs incurred, including, but not limited to, reasonable attorneys' fees.

21. **Recitals.** The "Recitals" stated above are hereby incorporated into this Settlement Agreement.

WITNESS the Parties have executed this Agreement effective, on the day and in the year set forth on page one of this Agreement.

**WATHEN CASTANOS PETERSON
HOMES, INC.**

Dated: November 14, 2022

By: 
Name: JOSHUA E. Peterson
Title: PRESIDENT

CITY OF MARINA

Dated: _____, 2022

By: _____
Name: _____
Title: _____

ATTEST:

Dated: _____, 2022

By: _____

APPROVED AS TO FORM:

Dated: _____, 2022

By: _____

19. Governing Law. The parties agree that this Agreement is entered into in California relating to property located in California and, therefore, the law governing this Agreement shall be that of the State of California.

20. Attorneys' Fees. If any additional or further legal proceedings are necessary by any of the parties for enforcement of this Agreement or declaration of any rights under the terms of this Agreement, the prevailing party in that litigation shall be entitled to receive from the other party or parties all costs incurred, including, but not limited to, reasonable attorneys' fees.

21. Recitals. The "Recitals" stated above are hereby incorporated into this Settlement Agreement.

WITNESS the Parties have executed this Agreement effective, on the day and in the year set forth on page one of this Agreement.

**WATHEN CASTANOS PETERSON
HOMES, INC.**

Dated: _____, 2022

By: _____
Name: _____
Title: _____

CITY OF MARINA

Dated: Nov. 14, 2022

By: 
Name: LAYNE CONDA
Title: CITY MANAGER

ATTEST:

Dated: Nov. 15, 2022

By: 
Deputy City Clerk

APPROVED AS TO FORM:

Dated: _____, 2022

By: _____

19. Governing Law. The parties agree that this Agreement is entered into in California relating to property located in California and, therefore, the law governing this Agreement shall be that of the State of California.

20. Attorneys' Fees. If any additional or further legal proceedings are necessary by any of the parties for enforcement of this Agreement or declaration of any rights under the terms of this Agreement, the prevailing party in that litigation shall be entitled to receive from the other party or parties all costs incurred, including, but not limited to, reasonable attorneys' fees.

21. Recitals. The "Recitals" stated above are hereby incorporated into this Settlement Agreement.

WITNESS the Parties have executed this Agreement effective, on the day and in the year set forth on page one of this Agreement.

**WATHEN CASTANOS PETERSON
HOMES, INC.**

Dated: _____, 2022

By: _____
Name: _____
Title: _____

CITY OF MARINA

Dated: Nov. 14, 2022

By: 
Name: LAYNE CONDA
Title: CITY MANAGER

ATTEST:

Dated: _____, 2022

By: _____

APPROVED AS TO FORM:

Dated: November 15, 2022

By: 
Karen Tiedemann

EXHIBIT A

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

EXHIBIT A

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (the "Second Amendment") is made and entered into as of the last date a party affixes its signature hereto (the "Effective Date"), by and between the CITY OF MARINA (the "City"), on the one hand, and WATHEN CASTANOS PETERSON HOMES, INC. ("Developer"), on the other hand. The City and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

I.

RECITALS

WHEREAS, on March 3, 2004, the City and Cypress Marina Heights, LLC ("Cypress") entered into that certain Final Development Agreement (the "Development Agreement"), under which the City and Cypress agreed to certain matters regarding the development of approximately 1,050 homes and other improvements (the "Project") on certain real property consisting of approximately two hundred forty-eight (248) acres, located between Imjin Road, Abrams Drive and 12th Street in the City of Marina (the "Project Site"), which is more particularly described in the Development Agreement.

WHEREAS, the City and Cypress subsequently amended the Development Agreement with that certain Implementation Agreement dated October 11, 2007 (the "Implementation Agreement") (the Development Agreement, as so previously amended by the Implementation Agreement, being referred to herein as the "Amended Development Agreement").

WHEREAS, Cypress partially assigned the Amended Development Agreement to Developer pursuant to that Partial Assignment and Assumption Agreement dated April 12, 2018, and Developer has assumed certain obligations under the Amended Development Agreement.

WHEREAS, on July 3, 2018, the City and the Developer entered into the First Amendment to Development Agreement (the "First Amendment"), which, among other things, modified the Parties' respective obligations concerning the construction of Sea Haven Park.

WHEREAS, the City and Developer now seek to amend certain provisions of the Amended Development Agreement, as amended by the First Amendment, to facilitate development of the Project and clarify the Parties' respective obligations, including the construction of Sea Haven Park, the imposition of new development fees, and the mitigation of *sand gilia* habitat.

WHEREAS, the Parties now desire to amend the Amended Development Agreement as amended by the First Amendment pursuant to the terms of this Second Amendment.

II.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and

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agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A. Development and Timing. Section 5 of the First Amendment is hereby deleted in its entirety and replaced with the following:

The Below Market Rate Homes are an important but complex component of the Project. The Project Approvals require that all product types be disbursed throughout the Project Site and integrated throughout the Project. Although the Development Agreement required that the Developer develop the Below Market Rate Homes in a manner proportionate to construction of the Market Rate Homes, the Parties agreed pursuant to the terms of the Tolling Agreement entered into by the Developer and the City, as amended, to postpone construction of the Below Market Rate Homes while the Parties negotiated new terms for the development and sale of the Below Market Rate Homes.

The Below Market Rate Homes shall be developed in accordance with the following provisions, which shall supersede any prior approvals or agreements between the Parties related to the Below Market Rate Homes that are inconsistent with the provisions set forth below.

(a) Developer shall be responsible for developing 210 Below Market Rate Homes consisting of 51 townhomes affordable to Moderate Income Households with incomes not exceeding 120% of Area Median Income ("Moderate Income Townhomes"), 51 townhomes affordable to 135% AMI Households ("Workforce Townhomes"), 23 cottages affordable to 150% AMI Households ("Workforce Cottages") and 85 bridge homes ("Bridge Homes").

(b) For purposes of this Section the following terms shall have the meaning specified below. Terms not otherwise defined in this Section shall have the meaning set forth in the BMR Policies and Procedures:

"Area Median Income" shall mean the median gross yearly income, adjusted for Assumed Household Size, in the County of Monterey, California, as published from time to time by California Department of Housing and Community Development ("HCD"). In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City and Developer shall mutually agree on other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

"Assumed Household Size" shall be determined in accordance with the BMR Policies and Procedures.

"BMR Policies and Procedures" shall mean City's Below Market Rate Homeownership Administrative Policies and Procedures as currently in effect as of the Effective Date of this Second Amendment. If the City amends the BMR Policies and Procedures during the term of this Agreement, the amended policies shall only apply to the Developer if the Developer consents to such amendments.

"Housing Cost" shall mean home purchasers' total housing cost including mortgage expenses, taxes and insurance, homeowner association dues, utilities, and an allowance for maintenance and repairs

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"Moderate Income Households" shall mean households with an income at or below One Hundred Twenty Percent (120%) of Area Median Income adjusted for household size.

"135% AMI Households" shall mean households with an income at or below One Hundred Thirty Five Percent (135%) of Area Median Income adjusted for household size.

"150% AMI Households" shall mean households with an income at or below One Hundred Fifty Percent (150%) of Area Median Income adjusted for household size.

(c) Maximum Sales Price.

The Maximum Sales Price for the Below Market Rate Homes shall be determined by the City in accordance with the City's BMR Policies and Procedures provided maximum pricing for each home type shall be as set forth below:

(i) The Maximum Sales Price for Moderate Income Townhomes shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding thirty-five percent (35%) of One Hundred Twenty Percent of Area Median Income.

(ii) The Maximum Sales Price for the Workforce Townhomes shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding thirty-five percent (35%) of One Hundred Thirty Five Percent (135%) of Area Median Income.

(iii) The Maximum Sales Price for the Workforce Cottages shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding thirty-five percent (35%) of One Hundred Fifty Percent (150%) of Area Median Income.

(iv) The Maximum Sales Price for the Bridge Homes shall not exceed the purchase price that would result in a monthly Housing Cost not exceeding forty percent (40%) of One Hundred Fifty Percent (150%) of Area Median Income.

(d) Below Market Rate Home Sizes.

Collectively, all one hundred two (102) Moderate and Workforce Townhomes shall be 2-bedroom units. Fifteen (15) of the Workforce Cottages will be 2-bedroom units and eight (8) of the Workforce Cottages shall be the Plan 3, 3-bedroom unit, a depiction of which is attached hereto as Exhibit "A."

No more than twenty percent (20%) of the Bridge Homes will be the Plan 5, 4-bedroom units, a depiction of which is attached hereto as Exhibit "B," and none of the Bridge Homes will be 2-bedroom units.

(e) Sale of Below Market Rate Homes.

The City is expected to administer the Below Market Rate Home program for the Project,
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including providing the Developer with lists of qualified buyers pursuant to the BMR Policies and Procedures ("Qualified Buyers List"). To the extent that the City is delayed in providing the Qualified Buyers List to the Developer, the Developer may select Qualified Buyers for the Below Market Rate Homes, provided, however, the City Staff must verify the Qualified Buyers eligibility for the Below Market Rate Home within ten (10) business days after the date on which Developer provides all necessary information regarding the Qualified Buyer to the City. Approval of the Qualified Buyers shall be in accordance with the BMR Policies and Procedures, and all supporting documentation set forth in the BMR Policies and Procedures shall be required for the City to approve or disapprove a Qualified Buyer. The City may, at its election, contract with an outside agency to review and approve or disapprove Qualified Buyers, provided, Developer shall not be responsible for the cost of such outside agency. Nothing herein prevents the City from charging the homebuyers a fee for costs associated with the review and approval or disapproval of Qualified Buyers. In order to provide the City with time to create a Qualified Buyer List, Developer shall, when it is issued a building permit for a Below Market Rate Home, notify the City of the type of home (i.e. Moderate Income Townhome, Workforce Townhome, etc.) and the expected completion date of such Below Market Rate Home. Developer shall provide City with regular updates as construction proceeds on the Below Market Rate Homes.

All Below Market Rate Homes shall be sold subject to a forty-five (45) year resale restriction that will ensure that the Below Market Rate Homes will remain affordable during this period. Additionally, homebuyers of Below Market Rate Homes will be required to execute a promissory note and Deed of Trust, both in favor of the City providing the City with a share of the equity on the home if the Below Market Rate Home is sold prior to the expiration of the resale restriction with such equity share decreasing over time and eliminated after the homebuyer has owned the home for twenty (20) years. The amount of the equity share shall be determined based on the difference between the initial Maximum Purchase Price and the market purchase price of the Below Market Rate Home. The form of the resale restriction, promissory note and any other documents required by the City related to the sale of the Below Market Rate Homes shall be provided by the City and shall be in accordance with the BMR Policies and Procedures. Notwithstanding the foregoing, the promissory note, Deed of Trust, or any other document described herein shall be subordinate to Qualified Buyer's commercial financing required or necessary to purchase the Below Market Rate Home.

Notwithstanding anything to the contrary, nothing in the Development Agreement, as amended, permits the City to withhold the issuance of building permits or certificates of occupancy on Market Rate Homes, provided Developer has made, or is making, a good faith effort to construct and sell Below Market Rate Homes, and, any such delay in the construction or sale of Below Market Rate Homes arises in whole or in part from the City's failure or delay in developing an Affordable Housing Program, or providing Qualified Buyers to purchase Below Market Rate Homes. Notwithstanding the above, the City may withhold building permits for Market Rate Homes in Phase V of the Project until the Developer has been issued building permits for all of the Market Rate and Below Market Rate Homes in Phase IV of the Project.

Consistent with the Project Approvals, the Developer shall construct the Below Market Rate Homes in a manner proportionate to construction of the Market Rate Homes, as shown in the following table:

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Type of Product	Phase II	Phase III	Phase IV	Phase V	Total
Total BMR Homes	36	83	66	25	210
Total Market Rate	264	212	222	142	840
Total Homes Per Phase	300	295	288	167	1050

As a result of the Parties ongoing negotiations, construction of the Below Market Rate Homes for Phases II have been delayed. In order to ensure that the Below Market Rate Homes will be constructed in proportion with the Market Rate Homes going forward and to address the delay in construction of Below Market Rate Homes, the Developer shall commence construction of at least five (5) Below Market Rate Homes in Phase II before the end of the first calendar quarter of 2023, commence construction of an additional seven (7) Below Market Rate Homes in Phase II no later than the end of the second calendar quarter of 2023, commence construction of no fewer than nine (9) Below Market Rate Homes in Phase III before the end of the third calendar quarter of 2023 and commence construction of no fewer than nine (9) Below Market Rate Homes in Phase III before the end of the fourth calendar quarter of 2023. In addition, the Developer shall commence construction of the Moderate Income and Workforce Townhomes within sixty (60) days of receipt of all approvals and building permits and shall commence construction of at least six (6) Townhome units each quarter.

B. New Fee. Section 2.7.1.2, established by Section 6 of the First Amendment, is hereby deleted in its entirety and replaced with the following:

2.7.1.2 New Fee.

(a) From and after the Effective Date of this Second Amendment, the Developer shall pay to the City at the time of issuance of any building permit the New Fee as that term is defined in the First Amendment and in accordance with City Council Resolution No. 2020-83. The New Fee replaces the levy previously assessed by the Fort Ord Reuse Authority ("FORA") Basewide Community Facilities District (the "FORA Fee"), the collection of which ceased June 30, 2020.

(b) The City shall pay from the New Fee the Regional Development Impact Fee assessed by the Transportation Agency for Monterey County ("TAMC") for each residential building permit issued by the City.

C. Park Fees. Section 2.8.2(i), established by Section 7 of the First Amendment, is hereby deleted in its entirety and replaced with the following:

City and Developer have reached agreement regarding the design of the Sea Haven Park ("Park") as attached hereto as Exhibit "C." The current estimated budget for the agreed upon Park is \$3,600,000.00 ("Park Budget"), a copy of which is attached hereto as Exhibit "D." Developer has previously committed to paying not more than Three Million Dollars (\$3,000,000) toward the design, engineering, construction, and improvements of the Park ("Developer's Contribution"). In order to fund the costs of construction of the Park that exceed

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the Developer's Contribution, the Developer agrees that if the Developer is able to obtain release of the Habitat Mitigation Funds referenced in Section 2.14.3, Developer shall be obligated to increase the Developer's Contribution to the Park by the amount of the Habitat Mitigation Funds. Notwithstanding the fact that the costs of the Park exceed the Developer's Contribution, the Developer agrees to commence construction of the Park no later than (a) 90 days from date Developer receives the Habitat Mitigation Funds, provided all necessary improvement plans and specifications have been approved by the City, and all required permits issued; or, (b) 90 days from the date the City approves an agreed upon value engineered City Park. For avoidance of doubt, if the Developer seeks to make any changes in the Park design, all such changes must be approved by the City Council. The agreed upon design of Park includes four pickle ball courts ("Pickle Ball Courts") and Kompan play equipment ("Play Equipment"). Initially the parties contemplated Developer contributing \$300,000 of Developer's Contribution to the Play Equipment and City contracting and paying for the Pickle Ball Courts, an estimated \$300,000 improvement. To facilitate development of the Park, the Parties agree that Developer will directly contract for the construction and installation of the Pickle Ball Courts and pay for the same from Developer's Contribution; and, the City will directly contract for the purchase and installation of Play Equipment, including the surface beneath the Play Equipment, the cost of which is estimated to be \$1.6 million, which is not part of the Park Budget, nor part of Developer's Contribution.

The following paragraph is added to the end of Section 2.8.2(v):

To ensure that Developer receives the full benefit of the \$900,000 credit following the construction of the Park, in the event the Park is not completed at or before the time in which only 100 lots in the Project remain undeveloped, Developer shall place the Park Fees for the remaining 100 units, in the amount of \$9,008.00/DU, in an interest-bearing escrow or trust account pending the completion of the Park for the purpose of holding the fees, which escrow or trust account will be governed by instructions, a copy of which will be provided to the City that will prohibit the release of the funds in the account to the Developer until the Park is complete. By depositing such fees into the account, Developer will be deemed to have complied with any obligation to pay Park Fees for any such unit. Upon completion of the Park, Developer's Park Fee for any remaining units shall be waived, and the funds in the escrow account will be disbursed to Development pursuant to written release instructions received by both the City and Developer.

D. Sand Gilia Mitigation. The following section is added to the Amended Development Agreement as amended by the First Amendment after Section 2.13:

2.14 Sand Gilia Mitigation

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2.14.1. Developer intends to mitigate for the Project's impacts to *sand gilia* habitat through proposed restrictions on a portion of an approximately 3.91-acre property adjacent to the Project to be acquired by the Developer (the "Proposed Mitigation Property"). Upon the approval by the California Department of Fish & Wildlife ("CDFW") of any self-mitigation proposal by Developer on the Proposed Mitigation Property, the Developer shall provide notice (the "Self-Mitigation Notice") to the City of such approval, and a summary of Developer's costs to self-mitigate supported by invoices or estimates prepared by technical experts (the "Self-Mitigation Costs"). Said Self-Mitigation Costs include all costs incurred by the Developer to ensure the use of the Proposed Mitigation Property as mitigation for the Project and shall include the lower of the appraised value of the Proposed Mitigation Property or the actual amount paid by the Developer for the Proposed Mitigation Property, consultant fees, and those costs identified in the CDFW approved Mitigation and Monitoring Plan, including short term costs and any endowment required to fund the long-term costs associated with maintaining the Proposed Mitigation Property.

After Developer provides the Self-Mitigation Notice to the City, Developer shall be entitled to release of the funds retained in the escrow established by the Parties pursuant to the Tolling Agreement in an amount equal to \$1,600,000 ("Self-Mitigation Offset"). Upon release of the funds in escrow to the Developer, the Developer shall assume all obligations related to the Sand Gilia Mitigation and the City shall have no responsibility related to the Sand Gilia Mitigation for the Project. The Developer shall make diligent efforts to obtain an incidental take permit from CDFW using the Proposed Mitigation Property in a timely manner and will provide the City with copies of any applications or other materials submitted to CDFW related to Developers self-mitigation proposal. The Developer shall provide the City with regular, but no less frequently than quarterly, written reports on the progress on obtaining the incidental take permit.

2.14.2. If the Developer is unable to obtain CDFW's approval for the Sand Gilia Mitigation on the Proposed Mitigation Property, the Developer can request in writing that the City provide a conservation easement on a portion of the Fort Ord Landfill, which is now controlled by the City, to satisfy Developer's Sand Gilia Mitigation obligation (the "Conservation Easement"), as required by CDFW sufficient to allow Developer to pull permits and commence construction on Phase 5b of the Project. The City agrees to provide the Conservation Easement and to assume responsibility for the long-term management and funding of the Conservation Easement as required by CDFW to serve as mitigation for the Developer's incidental take of sand gilia associated with construction of Phase 5b. The City shall be responsible for the long-term management and funding of the Conservation Easement. The City's ability to provide a Conservation Easement on the landfill property is subject to the approval of CDFW. The City and the Developer shall work cooperatively to

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obtain CDFW's approval of the Conservation Easement within twelve (12) months of the City receipt of Developer's notice requesting that the City provide the Conservation Easement. In the event that CDFW approves the Conservation Easement the City shall be entitled to release of any funds held in the escrow account established by the Parties pursuant to the Tolling Agreement in accordance with that certain Settlement Agreement dated November _____, 2022 entered into by and between the Parties.

2.14.3 Upon the approval of the use of the Proposed Mitigation Property for the mitigation of the sand gilia, the Developer will take all commercially reasonable efforts to acquire the approximately \$716,000.00 held by California Bank & Trust deposited by Cypress Marina Heights, LLC for habitat mitigation, including but not limited to *sand gilia* mitigation (the "Habitat Mitigation Funds") and upon release of such funds to Developer, Developer shall be obligated to increase the Developer's Contribution to the Park by the amount of the Habitat Mitigation Funds. For avoidance of doubt, the Habitat Mitigation Funds do not include the second account at California Bank & Trust containing approximately \$327,000 which, if released, are to be retained by Developer.

E. Conflict. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Development Agreement, the terms and conditions of this Second Amendment shall control.

F. No Further Modification. Except as set forth in this Second Amendment, all other terms and provisions of the Development Agreement are hereby ratified and confirmed and shall be and remain unmodified and in full force.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. It shall be necessary to account for only one fully executed counterpart in proving this Agreement.

**WATHEN CASTANOS PETERSON
HOMES, INC.**

Dated: _____, 2022

By: _____
Name: _____
Title: _____

CITY OF MARINA

Dated: _____, 2022

By: _____
Name: _____
Title: _____

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ATTEST:

Dated: _____, 2022

By: _____

APPROVED AS TO FORM:

Dated: _____, 2022

By: _____

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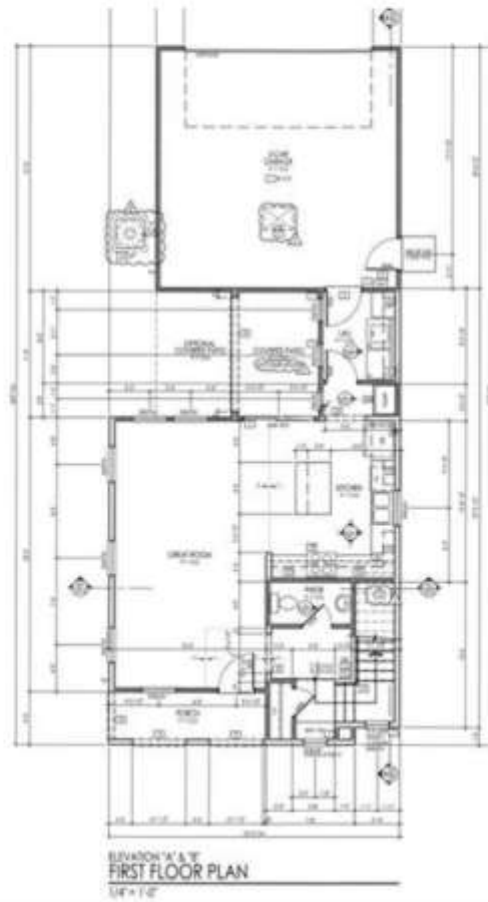
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EXHIBIT A
Workforce Cottages



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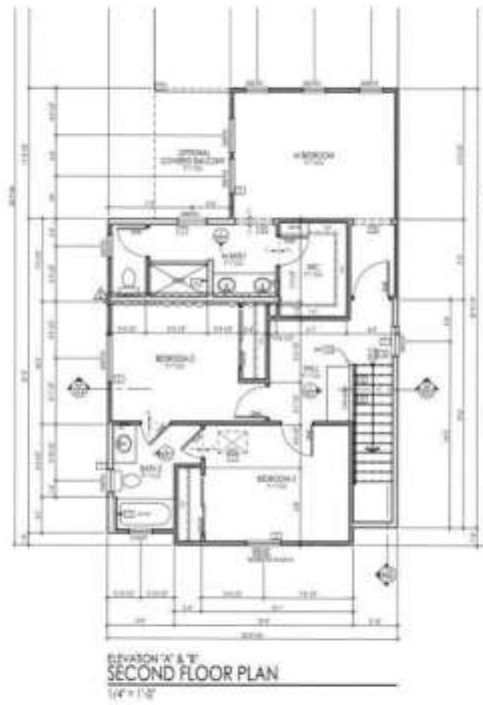
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EXHIBIT B
Bridge Homes



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EXHIBIT C
City Park Plan



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EXHIBIT D
Current Park Budget



PROJECT: SEA HAVEN
CLIENT: WATHEN CANTANOS HOMES
PROJECT NO. 1013-0001-02

3-Oct-22
Engineer: EB
Checked by: BEK

CITY PARK
OPINION OF PROBABLE CONSTRUCTION COSTS - 2nd Submittal Plan Set

NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
SITE CLEARING, DEMOLITION AND EARTHWORK					
1	CLEARING AND GRUBBING	LS	1	50,000.00	50,000.00
2	EARTHWORK EXCAVATION/GRADING	CY	10,000	20.00	200,000.00
			Sub Total	\$	250,000.00
HARDSCAPE					
3	CONCRETE PAVING	SF	13,336	14.00	214,704.00
4	CONCRETE PAVING (NATURAL GRAY, STAMPED - WOOD/DIAGONAL)	SF	1,330	18.00	24,000.00
5	DECOMPOSED GRANITE	SF	18,000	8.00	156,000.00
6	MINOR CONCRETE (NEAT WALLS)	LF	320	250.00	80,000.00
7		LF	0	0.00	-
			Sub Total	\$	470,000.00
RECREATION					
8	PICKLEBALL COURTS	LS	2	500,000.00	1,000,000.00
9		SF	0	0.00	-
10		SF	0	0.00	-
			Sub Total	\$	1,000,000.00
CIVIL IMPROVEMENTS					
11	BASE (TYPE A FOR TRAILS/ROADS)	CCFS	879	200.00	175,800.00
12	CLASS 2 AGGREGATE BASE	CCFS	1,000	100.00	100,000.00
13	DRAINAGE STRUCTURES	EA	4	3,000.00	12,000.00
14	MINOR CONCRETE (W/ CURB)	LF	1,003	18.00	18,054.00
15	PAVEMENT DELINEATION	LS	1	8,000.00	8,000.00
16	NEW DRIVEWAY ENTRY	LS	2	20,000.00	40,000.00
17	BRUSH ENCLOSURE	LS	1	22,000.00	22,000.00
			Sub Total	\$	391,000.00
UTILITIES					
18	6" HDPE OR 11" RW PIPELINE	LF	50	200.00	10,000.00
19	TIE-IN TO EXISTING 6" RW PIPELINE, METER AND METER BOX	LS	1	3,500.00	3,500.00
20	ME/WD NON-POTABLE WATER METER FEE	LS	1	125,000.00	125,000.00
21	1" POTABLE WATER BACKFLOW DEVICE	EA	1	2,500.00	2,500.00
22	ME/WD POTABLE WATER METER FEE	LS	1	5,000.00	5,000.00
23	1" POTABLE WATER SERVICE TO RESTROOM & BOMBS	LS	1	25,000.00	25,000.00
24	4" SEWER LATERAL & CLEANOUTS	LF	750	20.00	15,000.00
25	ELECTRICAL	LS	1	100,000.00	100,000.00
			Sub Total	\$	369,000.00
LANDSCAPE PLANTING					
26	PLANTING AREAS - NATIVE HYDRANGEAS	SF	802,335	0.27	216,630.45
27	PLANTING AREAS - TRANSITION	SF		2.00	-
28	PLANTING AREAS - ACCENT	SF	25,346	2.00	50,692.00
29	PLANTING AREAS - CURB	SF	116,775	0.90	105,097.50
30	15 GALLON TREES	EA	147	250.00	36,750.00
31	24" BOX TREES	EA	3	1,500.00	4,500.00
32	MULCH	CY	235	125.00	29,375.00
33	IRRIGATION (TURF)	SF	116,775	2.00	233,550.00
34	IRRIGATION (MULCH)	SF	25,346	2.00	50,692.00
35	IRRIGATION (TREES)	EA	150	100.00	15,000.00
36	96 DAY MAINTENANCE	LS	1	12,000.00	12,000.00
			Sub Total	\$	573,000.00
MISCELLANEOUS					
37	BENCHES	EA	8	2,800.00	22,400.00
38	PICNIC TABLES - F	EA	8	6,800.00	54,400.00
39	PICNIC TABLES - ROUND	EA		1,000.00	-
40	BIKE RACKS (5 BICYCLE SINGLE-SIDED RACK)	EA	3	500.00	1,500.00
41	DOG GRILL	EA	2	500.00	1,000.00

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40	TRASH AND RECYCLE RECEPTACLES WITH LIDS	EA	10	3,000.00	\$	30,000.00
41	DIM. GOLF TARGETS (NET OF 0)	LS	1	6,500.00	\$	6,500.00
42	WOOD AND WIRE F-TAIL DOG PARK FENCE AND GATES	LF	824	60.00	\$	49,440.00
43	DOG PARK ASBESTOS	LS	1	5,000.00	\$	5,000.00
44	PARK ENTRY SIGN	EA	1	15,000.00	\$	15,000.00
45	10 FOOT MANUAL WINDGATE & RECEIVER POST	EA	2	3,500.00	\$	7,000.00
46	RESTROOM	LS	1	475,000.00	\$	475,000.00
				Sub Total	\$	593,940.00
				Base Total	\$	2,942,000.00
ADMINISTRATIVE						
	MOBILIZATION (2.5%)	LS	1		\$	74,000.00
	CONTINGENCY (10%)	LS	1		\$	294,000.00
	CONSULTANTS / SOFT COSTS (10%)	LS	1		\$	294,200.00
				Grand Total	\$	3,604,200.00
DEVELOPER CONTRIBUTION						
				\$		3,000,000.00
AMOUNT REMAINING						
				\$		604,200.00

ADDITIONAL NOTES: WALLACE GROUP MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT ACTUAL COSTS WILL NOT VARY FROM THE AMOUNTS INDICATED AND ASSUMES NO LIABILITY FOR SUCH VARIANCES.

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A-17

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11/14/2022

EXHIBIT B
TEXT AMENDMENT

Section 17.38.070 shall be deleted in its entirety and replaced with the following:

17.38.070 Parking

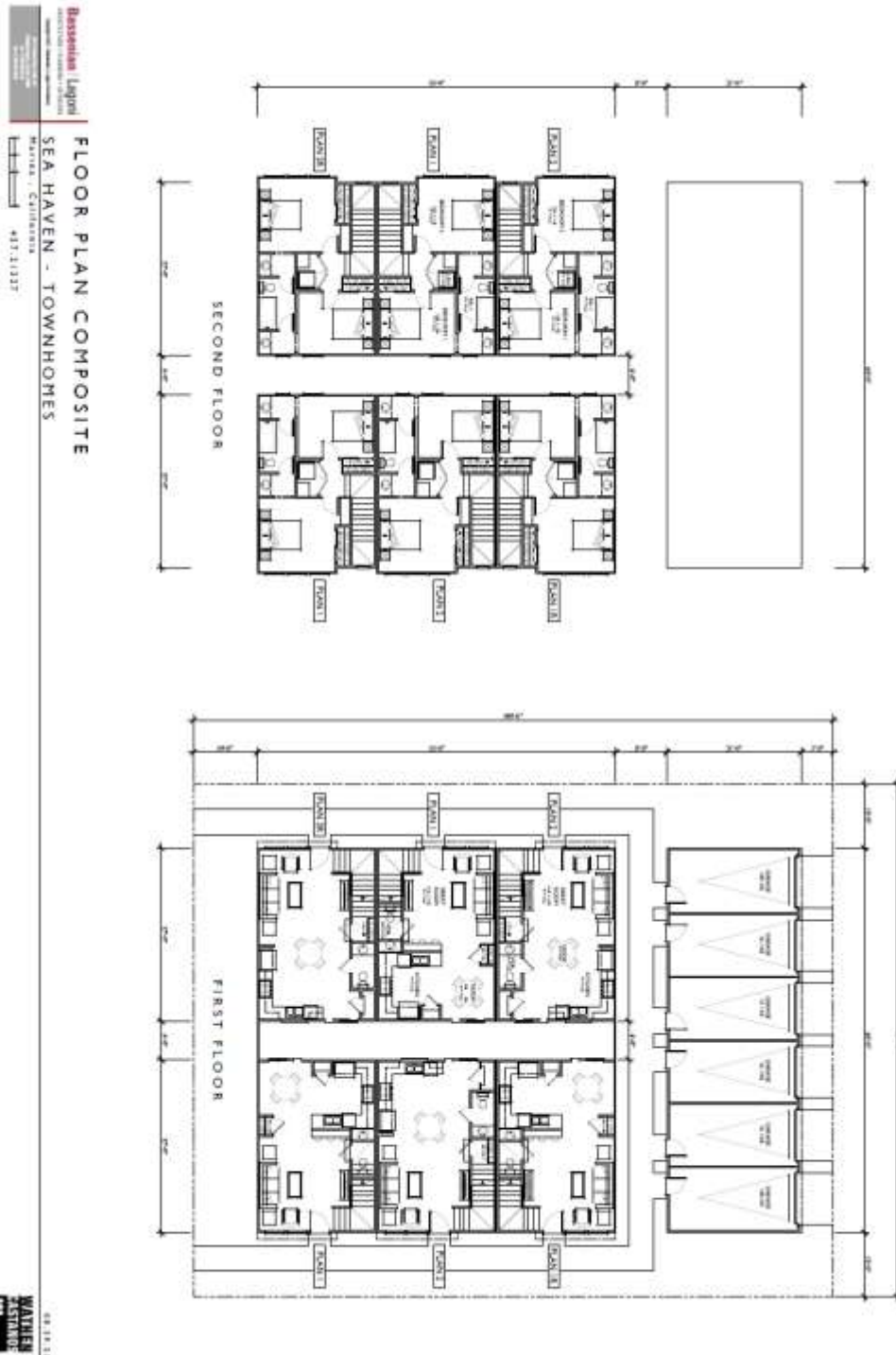
Excepting townhomes/condominiums, which will be governed by this Section 17.38.070, all other parking standards within the Marina Heights Residential District shall be governed by Section 17.44.020. With respect to townhomes/condominiums within the Marina Heights Residential District, which shall be limited to two-bedroom units: One covered parking space for each dwelling unit shall be required.

Section 17.38.090 shall be amended as follows (deletions shown in strikeout text):

Section 17.38.090 Townhome/condominium.

In the MHR district, development standards for townhomes/condominiums shall be those in Chapter 17.66, Development Standards for Condominium/Planned Development Projects and Condominium Conversions, ~~with the exception of parking (Section 17.66.030)~~, open space (Section 17.66.060), minimum lot area per unit (Section 17.66.120), minimum unit size (Section 17.66.130) and setbacks (Section 17.66.140) standards which shall be superseded by the standards of the MHR district.

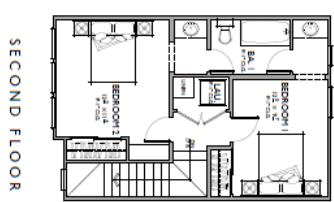
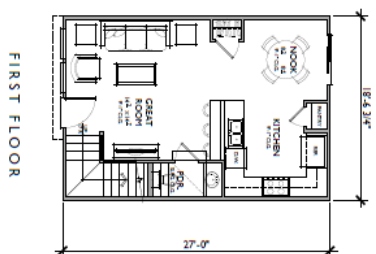
EXHIBIT C
Townhomes



{9110/002/01509481.DOCX}

C-1

661\03\3401355.1
11/14/2022



PLAN I
 393 SQ. FT.

2 BEDROOMS / 1.5 BATHS

FLOOR AREA TABLE	
FIRST FLOOR	501 SQ. FT.
SECOND FLOOR	453 SQ. FT.
TOTAL	953 SQ. FT.

NOTE: SQUARE FOOTAGE DOES NOT INCLUDE THE SQUARE FOOTAGE OF PORCHES

PLAN 2
SEA HAVEN - TOWNHOMES
 MATTHEW - CALIFORNIA
 437-21137



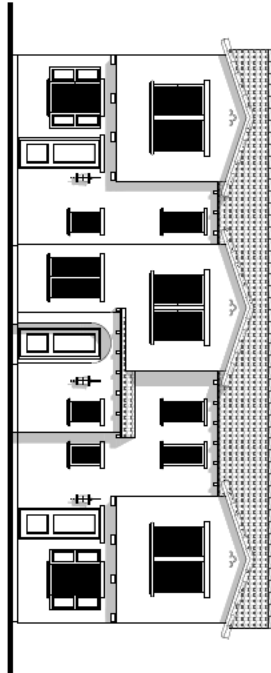
SECOND FLOOR



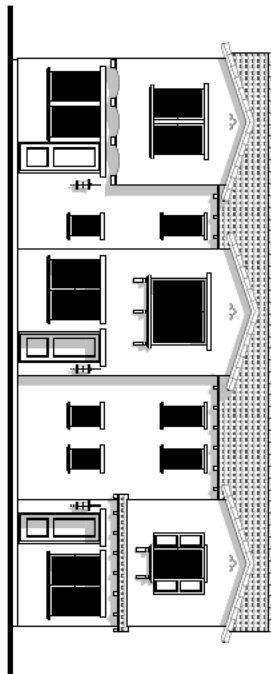
PLAN 2
 2 BEDROOMS / 1.5 BATHS

FLOOR AREA TABLE	
1ST FLOOR	301 SQ. FT.
2ND FLOOR	415 SQ. FT.
TOTAL	716 SQ. FT.

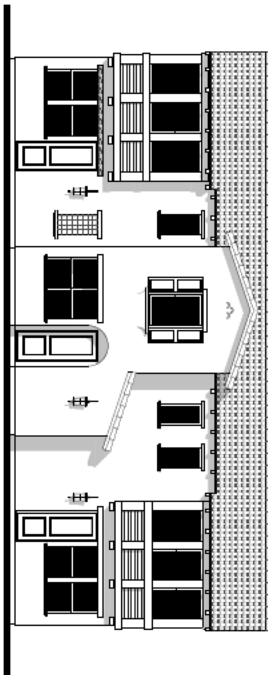
NOTE: SQUARE FOOTAGE IS BASED ON THE FOLLOWING DIMENSIONS:
 01. 31'0" x 18'4 1/2"



SANTA BARBARA - A



SANTA BARBARA - B



SANTA BARBARA - C

Bassenian | Legoni
 ARCHITECTS
 10000 W. SANTA MONICA
 SUITE 200, SANTA MONICA, CA 90404
 TEL: 310.316.1100
 WWW.BASSENIANLEGONI.COM

BUILDING A
 Front Elevations
 SEA HAVEN - TOWNHOMES
 MARINA - CALIFORNIA
 457.21327

08.28.22
WATNEY
PASTANOS
 P.A.

Mayor and Members of the
City Council

City Council Meeting
of March 7, 2023

**OPEN A PUBLIC HEARING, TAKE PUBLIC TESTIMONY, AND
INTRODUCE ORDINANCE NO. 2023-, AMENDING SECTION 17.46
(SIGNS) OF THE MARINA MUNICIPAL CODE. THE PROPOSED
AMENDMENTS ARE EXEMPT FROM CEQA PER SECTION 15061(B)(3).**

RECOMMENDATION:

Staff recommends that the City Council:

1. Introduce Ordinance No. 2023-, (**EXHIBIT A**) amending Section 17.46 (Signs) of the Marina Municipal Code based on Findings (**EXHIBIT B**) and a Section 15061(b)(3) CEQA exemption.”

GENERAL SITE INFORMATION:

Table 1 Project Information

Location	Citywide (Outside the Coastal zone)
General Plan Designation	n/a
Zoning Districts	Commercial and Residential zones
Year Built	n/a
Owner	n/a
Applicant	n/a
Architect	n/a

BACKGROUND

As part of ongoing efforts to update and improve Title 17 of the City of Marina’s (City) Municipal Code (MMC), staff recommends a variety of changes to Section 17.46 pertaining to Signs. The ordinance update would accomplish three (3) major objectives:

1. Remove language regulating signs based on religious or political viewpoints, which would bring the City’s ordinance into compliance with the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) that regulates religious and political activities;
2. Shift the review authority for all compliant signs from the Planning Commission to planning staff; and
3. Provide general ordinance cleanup.

On January 12, 2023, the Planning Commission (PC), at a duly noticed public hearing, adopted PC Resolution 2023-01 (**EXHIBIT C**) recommending that the Council adopt the proposed amendments as presented.

PROJECT ANALYSIS

1. The Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) ensures that Zoning codes and landmarking laws do not illegally exclude religious assemblies in places where they permit theaters, meeting halls, and other places where large groups of people assemble for secular purposes. By removing the phrase to "...expressing a political, religious or sociological viewpoint..." from MMC Sec. 17.46.220 – *Signs not otherwise regulated*, reference to religious uses is removed from the sign ordinance. The ordinance would be compliant with court rulings over the past two decades, which have consistently found that location-based restrictions on signs are constitutional when sign regulations are content neutral.
2. Currently, the MMC requires that almost all signs be reviewed by the Design Review Board (DRB); e.g., currently the Planning Commission, even if they are compliant with the City's standards and guidelines. This includes alterations to existing signs installed under an approved Master Sign Program unless the original approval of the Master Sign Program includes the authorization of staff to make said changes. In several local jurisdictions, including the City of Pacific Grove, City of Salinas, and City of Monterey, "administrative" or staff-level review and approval are allowed for minor sign types that are compliant with standards.

A recent example of the situation that staff proposes to change with this amendment is the T-Mobile (226 Reservation Rd) sign permit that went through three (3) PC hearings for a sign that met all of the design standards of the zoning district. Allowing the CDD Director, or their designee, to review and approve signs at an administrative level would save business owners time and money and allow the PC to focus on larger permit and policy issues.

3. Lastly, there are several items that are simply updated and cleaned up including, for instance, Sec. 17.46.080.F and G. relating to rural mailboxes and a nonexistent pedestrian overpass over Del Monte Blvd.

Zoning Analysis

The proposed amendments would result in lateral consistency within Title 17, Section 17.46. The proposed changes apply only to properties outside the Coastal zone and not subject to the City's Local Coastal Program (LCP). No change is proposed in Sec. 17.46.270 – *Signs in the Coastal zone*, which states that "Notwithstanding any provision contained herein, all signs to be erected, constructed, placed, tacked, fastened, displayed, painted, posted, printed or otherwise in the Coastal Zone shall comply first and foremost with the provisions of the Marina local coastal program (LCP) along with the spirit and intent of this chapter. In the case of any conflicts between the documents, the provisions of the LCP shall prevail. It is anticipated that signs and signing programs will be considered as a part of the coastal permit process."

General Plan Compliance

The 2000 General Plan is relatively silent in terms of signs but does prohibit commercial signs on buildings and properties that are visible from the beach (Sec. 4.8.5). The proposed changes apply only to properties outside the Coastal zone and not subject to the City's LCP.

Proposed findings are set forth in Exhibit B to the proposed ordinance.

ENVIRONMENTAL REVIEW

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because this Section exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment.

FISCAL IMPACT

The proposed zoning code amendment, if implemented, will result in a minor reduction in permit fees resulting from the change from permits requiring a public hearing to administrative review (see table below). The yellow fee represents a sign requiring a public hearing (currently the PC is the review authority) and green represents the administrative fee. There are no changes proposed to Sign Program Review or Amendment.

REF #	SERVICE TITLE	CURRENT FEES	Department
S-038	MINING PERMIT/RECLAMATION PLAN	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Planning
S-039	SIGN PROGRAM REVIEW	\$2,945 per application	Planning
S-040	SIGN PROGRAM AMENDMENT	\$1,620 per application	Planning
S-041	SIGN REVIEW - DRB	\$1,535 per application	Planning
S-042	SIGN REVIEW - ADMINISTRATIVE	With Sign Program - \$110 per application Without Sign Program - \$285 per application	Planning
S-043	TEMPORARY SIGN/BANNER REVIEW	\$30 per application	Planning

CONCLUSION

The proposed amendments achieve the goals of simplifying the Sign ordinance for the public and for staff and ensuring that it does not run afoul of laws that restrict the regulation of content, specifically based on religious and/or political beliefs. This request is submitted for City Council consideration and action.

Respectfully submitted,

Alec Barton, AICP
Contract 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

ORDINANCE NO. 2023-__

AN ORDINANCE AMENDING TITLE 17, ARTICLE 4, SECTION 17.46 OF THE MARINA MUNICIPAL CODE PERTAINING TO SIGNS.

-oOo-

1. The Community Development Department (CDD) for the City of Marina (City), through its regular use and implementation of the Marina Municipal Code (MMC), has discovered several sections that are unclear and may be in violation of federal law.

2. Through this amendment, staff seeks to streamline sections to add clarity to both the public and staff in the implementation of this section, change the review authority for complying signs from a public hearing to an administrative review process, and to comply with the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc, et seq., which protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws.

3. Furthermore, the City seeks to allow an administrative process for Signs that comply with the code reserving the Planning Commission for the review of Signs that request exceptions or alternative designs that do not comply with the standards. This will benefit the business community and allow the Planning Commission to focus on larger projects and important policy questions.

4. The City's adopted fee schedule already includes fees for the administrative review of signs with and without an approved Sign Program as well as for the Signs that require a public hearing. No change to the adopted fee schedule is required at this time.

5. An amendment to the City's Municipal Code is needed to provide clarity and transparency in this Section. The proposed ordinance amendment is referenced herein as **Exhibit 1** and is provided in a ~~strike-through~~ and underline format.

6. The City Council of the City of Marina reviewed the proposed amendments and considered the recommendations of the Planning Commission and held a duly noticed public hearing on February 7, 2023.

7. The City of Marina Planning Commission, at a duly noticed public hearing on January 12, 2023, adopted Resolution 2023-01 recommending that the City Council adopt the proposed amendment.

8. Environmental. In accordance with the California Environmental Quality Act (CEQA), 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.

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

SECTION 1. The foregoing recitals and associated findings are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. The City Council of the City of Marina determines the proposed ordinance amendment is not a project pursuant to CEQA Guideline Section 15061(b)(3).

SECTION 3. The City Council hereby adopts the ordinance amendment attached hereinto as **Exhibit 1** and incorporated by reference.

SECTION 4. 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.

SECTION 5. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect on thirty

(30) days after its final passage and adoption.

The foregoing Ordinance was introduced at a regular meeting held on March 7, 2023, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on March 21, 2023, 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 1

17.46.010 Purpose and intent.



A. It is the purpose and intent of this chapter to provide the city with a viable and practical set of sign regulations that will promote the orderly growth of the community; facilitate the continual upgrading of the community; preserve the natural beauty of Marina while simultaneously protecting the rights of property and business owners to display signs and the right of individuals to live in, work in, and visit a city that is free from the visual blight that would result from under- or non-regulation of signs.

B. These sign regulations, pursuant to the provisions of the Marina general plan, set forth the minimum acceptable standards necessary to protect and safeguard the life, peace, health, safety, property and general welfare of the public by regulating among other things the location, placement, size, number, area, type, illumination and maintenance of signs and sign structures.

C. In addition to the standards specified above, it is hereby set forth that a primary goal of these regulations shall be to insureensure that signs and sign structures are considered in light of the architectural and landscape design of the buildings and properties along with individual setting or location of the buildings and properties.

17.46.020 Application.



No sign shall be placed, displayed, painted, posted, printed, tacked, fastened, erected, relocated, constructed or otherwise except as provided in this chapter.

17.46.030 Responsibility.



It shall be the sole responsibility of the person making application to place, construct, erect, alter, relocate, tack, fasten, paint, post or display any sign in the city to obtain the necessary authorization from the owner or lessee of the property.

17.46.~~1500~~40 Definitions.



As used in this chapter:

“Appeal authority” means the body tasked with hearing appeals to decisions of the review authority or community development director or designee. The site and architectural design review board hears appeals for decisions of the community development director or designee, the planning commission hears appeals for decisions of the site and architectural design review board, and the city council hears appeals for decisions of the planning commission.

“Awning” means a roof-like cover, usually of canvas, extending over or before a place.

“Compliant sign” means a sign that complies with the provisions of this chapter and requires an administrative sign permit issued by the community development director or designee.

“Exempt sign” means a sign that does not require a sign permit.

“Height” when used in reference to a monument sign, means the vertical distance from the average of the lowest and highest points at the finished grade at the base of sign to the topmost point of the sign.

“Noncompliant sign” means a sign that does not comply with the provisions of this chapter and requires a sign permit issued by the review authority.

“Official signs and notices” means signs and notices placed by public officers or public agencies within their territorial or zoning jurisdiction and pursuant to and in accordance with direction or authorization contained in federal, state or local law for the purposes of carrying out an official duty or responsibility. Historical markers authorized by state law and placed by state or local government agencies or nonprofit historical societies shall be considered as official signs.

“Primary business frontage” or “PBF” means that frontage of a building containing the primary or most important entrance to the occupancy thereon. In such cases where there are multiple entrances, the director of planning community development director or designee shall determine which frontage is the primary frontage. In no case shall more than one primary business frontage be permitted.

“Public directional signs” means signs containing directional information about public places owned or operated by federal, state or local governments or their agencies; publicly owned natural phenomena, historic, cultural, scientific and educational sites; and publicly owned or operated areas of natural scenic beauty or naturally suited for outdoor recreation, deemed to be in the interest of the traveling public.

“Public utility signs” means warning signs, informational signs, notices or markers which are customarily placed by public or private utilities, as essential to their operations.

“Real estate signs” means signs used to advertise the sale, rental, lease, subdivision, or construction of property.

“Review authority” means the body tasked with reviewing and approving noncompliant sign permit applications and may include the site and architectural design review board or planning commission.

“Secondary business frontage” or “SBF” means that frontage of a building containing any entrance other than a primary business frontage. In no case shall more than two secondary business frontages be permitted.

“Service station” means a business which is primarily in the business of providing service to vehicles such as gasoline, oil, tire, mechanical assistance, parts, etc., ~~and not including convenience markets that sell gasoline, diesel fuel or oil.~~

“Shopping center” means commercial and retail buildings and associated facilities which have been designed and developed as an integrated unit containing more than five separately owned and operated businesses which function as an integral unit and which utilize common off-street parking.

“Sign” means any letters, figures, design, symbol, trademark or illuminating device intended to attract attention to any person, partnership, corporation or unincorporated association, or any place, subject, public performance, article, machine or merchandise, whatsoever, and painted, printed, constructed, erected or displayed in any manner whatsoever.

“Sign area” means that area enclosed by a square, rectangle, triangle or other shape which connects the extreme points or edges of the sign, excluding the supporting structure which does not form part of the sign proper. The area of a sign composed of characters, words or individual letters attached directly to a surface shall be the smallest shape that encloses the whole group. Sign area shall include only one face of any double-faced sign and shall include all faces of any multi-faced sign containing more than two faces. For the purpose of this definition, the faces of a double-faced sign shall be parallel.

“Sign area allotment” means the maximum area of signs that may be displayed on any site, premises, business, building, parcel, lot or otherwise not including signs specifically exempted in this chapter.

“Temporary sign” means a sign posted not more than sixty days prior to an event to which it pertains.

“Uniform Building Code” or “UBC”, “Uniform Electrical Code” or “UEC”, “Uniform Mechanical Code” or “UMC” means those codes which are currently in full force and effect as adopted by the city council, including any amendments or additions thereto adopted from time to time by the city council.

17.46.040050 Design review board approval Sign permit required.



A. A sign permit is required unless the sign is exempt as provided in section 17.46.080.

1. Design review board (site and architectural design review board) approval-A hearing shall be required ~~of for~~ all noncompliant signs, ~~unless otherwise specified in this chapter.~~ A fee shall be collected by the planning departmentcommunity development director or designee prior to consideration of any sign ~~by the site and architectural design review board by the review authority.~~ The fee shall be established from time to time by resolution of the city council.

2. All signs compliant with the provisions of this chapter shall be subject to review and approval by the community development director or designee.

B. In order to facilitate the ~~site and architectural design review and approval process, board review and approval process,~~ any person seeking to obtain a sign permit site and architectural design review board approval shall submit accurate plans, drawings, color boards, examples of materials, or any such other information specified by the ~~director of planningcommunity development director or designee, showing the size, shape, location, color, materials and physical relationship to the site of the sign and sign structure. Any decision of the site and architectural design review board may be appealed, in writing, to the planning commission within ten days of the decision. Any decision of the planning commission may likewise be appealed to the city council.~~ Written appeals shall be filed with the planning departmentcommunity development director or designee no later than ten days after the decision of the review authority or community development director or designee, site and architectural design review board or the planning commission.

C. During the course of review and approval, the ~~site and architectural design review board or the planning commission on appeal or the council on appeal~~review authority or appeal authority may approve, disapprove, conditionally approve or modify the plans as submitted in order to ~~insure~~ensure compliance with the spirit and intent of this chapter.

17.46.050060 Sign Building permit required.



A. In order to ~~insure~~ensure that the building department is provided with an opportunity to review the placement, construction, erection, relocation or alteration of any and all signs in the city, it is required, unless otherwise specified herein, that a sign-building permit shall be obtained from the building department prior to the placement, construction, erection, relocation, alteration or otherwise of the sign.

B. Any person seeking to obtain a sign-building permit shall provide the building department with any and all necessary plans, drawings or other materials or information required by the building department along with written evidence that ~~the site and architectural design review board approval~~ a sign permit has been obtained ~~for the sign~~. Following a review of the materials submitted, the building department may issue the sign-building permit ~~or as an alternative may require that a building permit be obtained~~ pursuant to the provisions of the Uniform Building Code (UBC) ~~in lieu of a sign permit~~. A fee shall be collected by the building department prior to the issuance of any ~~sign or~~ building permit. The fee for a sign-building permit shall be ~~established from time to time by resolution of the city council. The fee for a building permit shall be~~ as specified in the UBC by department procedure.

17.46.160070 Prohibited signs.



The following signs shall be prohibited in the city. Definitions and descriptions of these signs are included in this section. Additional definitions pertaining to this chapter are contained in Section 17.46.040. ~~Sections 17.46.150 and 17.46.170.~~

A. *Portable* Ssigns. Signs such as A-board or other such signs capable of standing without support or attachment to a structure or the ground.

B. *Animated* Ssigns. Signs that involve animation, rotation, flashing, projections, scintillation, or any type of movement, not including barber pole signs or time, date and temperature signs.

C. *Billboard* Ssigns. Off-site advertising signs that are designed to direct attention to a business, commodity, service or entertainment, sold or offered elsewhere than on the premises or property on which the sign is located, ~~not including temporary signs or banners that are approved by the city council and which are to be used for the purpose of advertising an event of general civic interest or that are to be used as temporary off-site directional signs as approved by the planning commission.~~

~~D. *Vehicle* Signs. Signs that are attached to, painted on or placed on top of any vehicle, trailer or other means of conveyance, for the purpose of advertising a commercial enterprise not including signs attached to or painted on a vehicle for the primary purpose of identifying the ownership or use of the vehicle.~~

~~E.D.~~ *Roof* Ssigns. Signs that are attached to, supported by, mounted on or project above a roof or other architectural feature including, but not limited to, mansards, parapets and the like.

~~F.E.~~ *Projecting* Ssigns. Signs that are suspended from or that are supported by a wall, building or structure and project more than three feet outward therefrom or signs that project into the public right-of-way. No provision contained herein shall be construed to prohibit the display or

construction of freestanding signs.

~~G. Characterization Signs. Signs characterizing a person, object, place, etc.~~

17.46.080 ExemptionsExempt signs.



~~The provisions and regulations of this chapter shall not apply to the following signs; provided, however, that the following signs shall be subject to all safety provisions contained in this chapter.~~
The following signs are exempt from a sign permit:

A. Official signs and notices, public utility signs, and public directional signs, including time and temperature devices and signs indicating the location or direction of a place or area on the premises upon which the sign is located;

B. Professional nameplates not exceeding three square feet in area;

C. Temporary yard signs, subject to the provisions of Section 17.46.200 of a directional nature approved by the director of planning;

D. Emergency, public service or other temporary nonadvertising signs ~~as approved by the city council;~~

E. Memorial signs on tablets, names and dates of buildings when cut into any masonry surface or when flush mounted and constructed of bronze or other noncombustible materials;

F. Accessory signs of a secondary nature, e.g., savings stamp signs or credit card signs not exceeding one square foot;

G. Banners not exceeding 30 square feet when used for advertising the opening of a new business and/or the hiring of employees. Such signs shall be removed after 30 days;

H. Temporary window signs that are painted, placed, taped, displayed, or otherwise suspended within three feet of any window that are visible from outside the place of business and that are designed to be displayed for more than thirty days. Such signs are permitted to cover no more than ten percent of the area of the window; and

J. Real estate signs:

1. Sale, rental, or lease signs. Any property being advertised for sale, rent, or lease may have one such sign on the property not exceeding twelve square feet in area.

2. Subdivision signs. The land being subdivided may have no more than two signs posted upon it advertising the subdivision. Each sign shall not exceed thirty-two square feet in area.

3. Under construction signs. These signs shall not exceed twenty square feet in area. No more than one such sign shall be permitted and shall be removed prior to the issuance of the final occupancy permit.

4. Portable, temporary signs displayed on private property. In advertising a property for sale, rental, or lease, a portable sign, not exceeding six square feet in area, may be placed off the site on private property for the purpose of advertising that the subject property is open for inspection. One additional such sign may be displayed on the premises that is open for inspection. Such

signs shall only be displayed when the premises are open for inspection.

5. Model home signs. Signs identifying model homes may be displayed on the property upon which the model homes are located. Such signs shall be located adjacent to the entrance of the model home. Such signs shall not exceed eight square feet in area nor three feet in height.

F. Rural mailboxes designating the name and address of the person serviced by the mailbox;

G. Signs placed by the city on the pedestrian overpass over Del Monte Boulevard at intersection with Palm Avenue.

17.46.090 Nonconforming signs.



A. Any permanent sign lawfully existing prior to the adoption of this chapter and not conforming to the provisions contained in this chapter is declared to be a lawfully nonconforming sign and may remain as such.

B. No such nonconforming sign shall in any way be altered, relocated, replaced or reworded unless the sign can be made to conform to all provisions of this chapter. Nothing in this section shall be construed to prohibit the normal maintenance and repair of lawfully nonconforming signs.

17.46.170100 Permitted signsAllowed sign types.



A. Signs requiring a sign permit and review. The following signs shall be permitted in the cityrequire a sign permit, subject to the provisions contained in this section and this chapter. Definitions of permitted-allowed signs are included in this section. Additional definitions pertaining to this chapter are contained in Section 17.46.040. Sections 17.46.150 and 17.46.160.

A. Accessory Signs. A sign of a secondary nature, e.g., savings stamp signs, credit card signs not exceeding one square foot. Such signs are not included in the maximum sign area allotment. Site and architectural design review board approval is not required. A sign permit is not required.

B. Barber Pole Signs. A striped pole characteristic of barbershops. Such signs may rotate. One such sign may be permitted per business in addition to any other signs permitted by this chapter. Site and architectural design review board approval is required. A sign permit is required.

C. Directional and Public Service Signs. Public service signs including time and temperature devices and signs indicating the location or direction of a place or area on the premises upon which the sign is located. Such signs are not included in the maximum sign area allotment if they are deemed necessary and appropriate by the director of planning. Site and architectural design review board approval is not required. A sign permit is not required.

D1. Freestanding Monument Signs. Freestanding signs of a permanent nature not attached to any portion of a building and not projecting over or through a roof, eaves of a building or any public right-of-way. Such signs may be placed within required yard or setback areas. Site and architectural design review board approval is required. A sign permit is required.

E2. Awning Signs. A sign attached to the face of or supported by an awning. (Awning: a roof-like cover, usually of canvas extending over or before a place.) Such signs must be parallel to the

face to which attached and must not hang lower or project above the face to which attached. ~~Site and architectural design review board approval is required. A sign permit is required.~~

~~F3. Marquee or Canopy Signs.~~ A sign attached to or supported by a marquee or canopy. Such signs must be parallel to the face to which they are attached and may not be made of cloth, canvas or other material of a similar nature nor shall such signs hang lower or project above the face to which attached. ~~Site and architectural design review board approval is required. A sign permit is required.~~

~~G4. Nameplates.~~ Professional nameplates and occupation signs exceeding three square feet in area. ~~Site and architectural design review board approval is required. A sign permit is required.~~

~~5. Neighborhood signs. Signs identifying a neighborhood or development, not exceeding fifty square feet in area.~~

~~H6. Readerboard Signs.~~ A sign with detachable or interchangeable letters. ~~Site and architectural design review board approval is required. A sign permit is required.~~

~~I7. Under Canopy Signs.~~ A sign attached to the underside of a canopy. The canopy must be of a permanent nature attached to and supported by a building. Such signs that do not exceed four square feet will not be included in the maximum sign area allotment. Any such sign exceeding four square feet shall be included in the maximum sign area allotment. Such signs shall have a minimum clearance of seven feet six inches above the sidewalk. ~~Site and architectural design review board approval is required. A sign permit is required.~~

~~J8. Wall Signs.~~ A sign of either solid face construction or individual letters placed against the exterior wall of any building or structure. Such signs shall not extend more than one foot beyond the wall. ~~Site and architectural design review board approval is required. A sign permit is required.~~

~~K. Window Signs—Temporary.~~ Signs that are painted, placed, taped, displayed or otherwise suspended within three feet of any window that are visible from outside the place of business and that are designed to be displayed for a maximum of thirty days. Such signs are permitted to cover no more than fifty percent of the area of the window. Such signs may not be displayed more than thirty days. Such signs are not included in the maximum sign area allotment. ~~Site and architectural design review board approval is not required. A sign permit is not required.~~

~~L. Window Signs—Permanent.~~ Signs that are painted, placed, taped, displayed or otherwise suspended within three feet of any window that are visible from outside the place of business and that are designed to be displayed for more than thirty days. Such signs are permitted to cover no more than ten percent of the area of the window. Such signs are not included in the maximum sign area allotment. ~~Site and architectural design review board approval is not required. A sign permit is not required.~~

~~M. Monument Sign.~~ A low profile freestanding sign incorporating the design and building materials and accenting the architectural theme of buildings within the same development. Such signs shall be considered the same as a freestanding sign.

~~N. Real Estate Signs.~~ Real estate signs shall be permitted as specified in Section 17.46.210.

~~O. Signs in General.~~ Any sign which is not listed under prohibited or permitted signs (Section 17.46.160 and this section, respectively) shall be considered individually by the

~~planning commission, which shall determine whether the sign falls in the permitted or prohibited category. If the planning commission determines that such sign falls in the permitted category, permission to display such sign, signs or signing program shall be granted subject to any and all conditions the planning commission may find necessary to achieve the spirit, purpose and intent of this chapter. The conditions of approval may include but not be limited to requiring site and architectural design review board approval and a sign permit.~~

17.46.060110 Enforcement.



The regulations contained in this chapter shall be enforced as are other zoning, building and safety regulations as set forth in this code.

17.46.070120 Remedies.



Notwithstanding the procedures for enforcement set forth in this code, the city is authorized to proceed in any other fashion, way or procedure permitted by law.

17.46.120130 Abandoned signs and abatement thereof.



A. No person shall maintain or permit to be maintained on any premises owned or controlled by said person any sign which has been abandoned. Any such sign shall be promptly abated. Any sign which is located on property which becomes vacant for a period of six months or more and any sign which was erected for an occupant or business unrelated to the present occupant or ~~his~~ their business and any sign which pertains to a time, event or purpose which no longer obtains shall be presumed to have been abandoned.

B. Unless some other form of abatement is approved by the ~~director of planning community development director or designee~~ in writing, abatement of abandoned signs shall be accomplished in the following manner:

1. Signs painted on buildings, walls, fences, structures shall be abated by removal of the paint constituting the sign or by painting over the sign in such a way that the sign shall not thereafter become visible.
2. Other types of signs may be abated by removal of the sign including its dependent structures and supports, unless the sign conforms to the provisions contained in this chapter, in which case all faces of the sign shall be screened from view in a manner satisfactory to the director of planning.

17.46.140 Abatement of ~~signs on public property and~~ signs presenting health or safety hazards.



A. ~~Signs on Pprivate Pproperty Ppresenting Hhealth or Ssafety Hhazards.~~ No sign may be placed upon any privately owned property in a manner ~~which-that~~ creates a public health or safety hazard. Any sign placed on, above or adjacent to any street, sidewalk or right-of-way ~~which-that~~ creates a health or safety hazard through obstructing vision or use of such street, sidewalk or right-of-way may be summarily removed by the public safety, public works or ~~planning community development~~ directors or their respective ~~delegates~~designees. Any sign so

removed shall be returned to the owner upon payment of the costs of removal and storage. Any sign placed on or about private property ~~which that~~ creates a health or safety hazard, including obstructing vision in the public right-of-way, may be removed by the public safety, public works or planning community development directors or their respective ~~delegates~~ designees to a position on the private property where it does not create a health or safety hazard.

B. *Signs on ~~P~~public ~~P~~property.* No sign may be placed in or upon any public right-of-way, the exterior of any public building, any public grounds or property thereon, any public utility pole or appurtenance thereof, wherever located, or any tree on public property. Any such sign may be summarily removed and impounded by the public safety, public works or planning community development directors or their respective ~~delegates~~ designees.

C. *Impounded ~~S~~signs.* Any sign impounded under the provisions of subsection A or B of this section shall be stored for a period of not less than thirty days at which time the signs may be salvaged, sold or destroyed in order to defray the costs of removal and storage. The person responsible for the placement of such sign shall be liable for the cost incurred in the removal and storage of the sign and the departments of public safety and public works are authorized to effect the collection of said cost.

D. *Noticing ~~S~~sign ~~O~~owners.* If the person who owns a sign ~~which that~~ has been removed pursuant to this section can be identified, the city official who has removed said sign shall notify that person of the reasons the sign has been removed, the location of the sign and the procedures for the return of the sign.

17.46.~~100~~150 Maintenance and construction~~General~~ provisions.



A. Maintenance and construction. The appropriate sections of ~~the Uniform Building Code (UBC), the Uniform Electric Code (UEC)~~ UBC, UEC, or any amendment thereto adopted by the city shall apply to the construction, placement or display of signs in the city. All signs having internal or built-in illumination shall be constructed wholly of noncombustible materials or other such fire resistive materials as approved by the building department. Guy wires or exposed strut-like sign structures shall not be utilized. Signs and sign structures shall at all times be maintained in a state of good repair including all braces, bolts, structural parts, supporting frames and fastenings.

B. Safety. In addition to all other maintenance and construction provisions contained in this chapter, all signs within the city shall comply with the following provisions:

A1. Obstructions to ~~D~~doors, ~~W~~windows or ~~F~~fire ~~E~~escapes. No sign shall be erected, relocated, altered, maintained or otherwise so as to prevent ingress to or egress from any door, window or fire escape. No sign shall be attached to a standpipe, gutter, drain or fire escape, except signs referring specifically to the standpipe, gutter, drain or fire escape to which it is attached.

B2. Signs ~~N~~not to ~~O~~obstruct ~~T~~traffic ~~S~~signals. No sign regulated by this chapter shall be erected at any location where, by reason of its position, it will obstruct or confuse the view of any authorized traffic sign, signal or device.

C3. Exterior of ~~S~~signs. On all signs which are erected within five feet of a public street or sidewalk, no nails, tacks or wires shall be permitted to protrude therefrom. All structural trim maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.

C. Signs in the coastal zone. Notwithstanding any provision contained herein, all signs to be erected, constructed, placed, tacked, fastened, displayed, painted, posted, printed or otherwise in the Coastal Zone shall comply first and foremost with the provisions of the local coastal program (LCP) along with the spirit and intent of this chapter. In the case of any conflicts between the documents, the provisions of the LCP shall prevail. It is anticipated that signs and signing programs will be considered as a part of the coastal permit process.

17.46.130160 Illumination of signs.



All illuminated signs in the city shall comply with the following standards:

A. The use of high intensity, unshielded or undiffused lights shall not be permitted.

B. Lights or illumination shall be shielded, oriented or diffused so as to eliminate undue glare onto adjacent properties and not conflict with safe traffic movement.

~~C. Lights shall be shielded or diffused in such a manner as to eliminate the possibility of conflict with safe traffic movement.~~

~~DC.~~ The ~~site and architectural design review board or planning commission and city council, on appeal, community development director or designee~~ shall retain the right to require reduction in the intensity of illumination after the installation of any illuminated sign if said illumination creates any undue glare, ~~annoyance~~ or hazard.

D. To help eliminate the potential for glare associated with internally illuminated or back-lit signs, the background of such signs shall be opaque.

17.46.180170 Sign regulations for commercial and industrial districts.



C-1, C-2, P-C, ~~L-M~~ and M Districts.

Sign Table A: Allowed Signs in Commercial and Industrial Districts

<u>Sign Regulations in Commercial and Industrial Districts (C-1, C-2, P-C, M)</u>				
<u>Sign area</u>	<u>1 ½ sq ft for every foot of PBF* (max. 200 sq ft)</u> <u>½ sq ft for every foot of each SBF** (max. 25 sq ft per SBF)</u>			
<u>Number of signs</u>	<u>4 per business (max.)</u>			
<u>Monument sign height (in feet; max.)</u>		<u>7</u>		
	<u><i>Shopping Center/Industrial Park Monument Identification Signs</i></u>			
<u>Site</u>	<u>Commercial: Less than 5 acres</u>	<u>Commercial: 5 to 25 acres</u>	<u>Commercial: More than 25 acres</u>	<u>Industrial: More than 4 buildings</u>
<u>Height (in feet; max.)</u>	<u>10</u>	<u>15</u>	<u>50</u>	<u>10</u>
<u>Sign area (sq ft; max.)</u>	<u>100</u>	<u>100</u>	<u>250</u>	<u>200</u>
<u>Number of signs</u>	<u>1 per principal</u>	<u>1 per principal</u>	<u>2</u>	<u>1 per principal</u>

<u>(max.)</u>	<u>street frontage</u> <u>(max. 2)</u>	<u>street frontage</u> <u>(max. 2)</u>		<u>entrance</u>
<u>*Primary business frontage</u> <u>**Secondary business frontage</u>				

A. *Sign Area.* One and one-half square feet are permitted for every foot of primary business frontage to a maximum of two hundred square feet per business. One-half square foot is permitted for every foot of secondary business frontage to a maximum of twenty-five square feet for each secondary business frontage.

B. *Number of Signs.* No more than four signs may be permitted per business. Under canopy signs are not counted for the purposes of this section.

C. *Type of Sign.* Any sign specified under Section 17.46.100 17.46.170 may be displayed in accordance with the provisions of this chapter. Monument signs not associated with a shopping center or industrial park shall be limited to a maximum height of seven feet.

D. *Service Stations.* In addition to the signing permitted under Section 17.46.100 17.46.180, service stations may be permitted to display two additional signs each of which shall not exceed sixteen square feet. Such signs shall be permanently affixed to the ground or a structure.

~~D. *General Provisions.* All signs and signing programs specified below shall be subject to review and approval by the site and architectural design review board and shall require a sign permit.~~

~~1. Shopping centers may be permitted to erect a freestanding identification sign which may also indicate the principal tenant and other services available on the site. Said sign shall be located adjacent to the principal street frontage and shall not exceed one hundred square feet in area or twenty five feet in height. If the shopping center has more than one principal street frontage, two such signs may be permitted. The sign area and sign height specified in this section are the maximum limits and the site and architectural design review board reserves the right to approve lesser sign area or height.~~

~~2. Shopping centers containing more than twenty five acres approved under a single development permit shall be permitted to erect two freestanding identification signs which may also indicate the principal tenants along with other pertinent information deemed appropriate by the site and architectural design review board. Such signs shall not exceed two hundred fifty square feet in area nor fifty feet in height. The sign area and height specified in this section are the maximum limits and the site and architectural design review board reserves the right to approve lesser sign area or height.~~

~~3. Industrial parks containing more than four buildings designed to be architecturally compatible, whether or not on the same parcel of land, shall be permitted to place monument signs along, at, or adjacent to principal entrances to the park. Such signs shall not exceed two hundred square feet or ten feet in height. The actual size, height and number of signs shall be specified by the site and architectural design review board.~~

~~4. Real estate signs shall be permitted subject to the provisions of Section 17.46.210.~~

E. *Master Signing Program Approval Rrequired.*

1. Any and all commercial, office or industrial developments designed to contain more than four

occupancies, businesses or buildings are required to obtain approval of a master signing program from the ~~site and architectural design review board~~ review authority. Said master signing program plans must be prepared, reviewed and approved by the ~~site and architectural design review board~~ review authority prior to the issuance of any occupancy permit in the development. Plans for the master signing program shall include specifications, descriptions and locations of all signs to be displayed on the site including but not limited to advertising, identification, directional and public service signs. ~~The site and architectural design review board may approve, conditionally approve or modify said plans in order to insure that the master signing program is in accordance with the purpose, spirit and intent of this chapter.~~ Any decision of the ~~site and architectural design review board~~ review authority on a master signing program may be appealed to the ~~planning commission~~ appeal authority. Appeals shall be in writing and shall be filed with the ~~planning department~~ community development director or designee within ten days of the decision. ~~Any decision of the planning commission may be appealed to the city council in the same manner as decisions of the site and architectural design review board are appealed.~~

2. Approved master signing programs may be modified from time to time by the ~~review authority, site and architectural design review board or by the planning commission or city council through the appeal process.~~

3. Individual tenant sign changes that comply with an approved master signing program shall be subject to review of the community development director or designee.

4. The following provisions apply to monument identification signs in shopping centers and industrial parks:

a. Shopping centers may be permitted to erect a monument identification sign which may also indicate the principal tenant and other services available on the site. Said sign shall be located adjacent to the principal street frontage and shall not exceed one hundred square feet in area. If the shopping center has more than one principal street frontage, two such signs may be permitted. Freestanding signs allowed for the identification of shopping centers or industrial or business parks of less than five acres shall not exceed a height of ten feet and for sites of less than twenty-five acres shall not exceed a height of fifteen feet.

b. Shopping centers containing more than twenty-five acres approved under a single development permit shall be permitted to erect two monument identification signs which may also indicate the principal tenants. Such signs shall not exceed two hundred fifty square feet in area nor fifty feet in height.

c. Industrial parks containing more than four buildings designed to be architecturally compatible, whether or not on the same parcel of land, shall be permitted to place monument signs along, at, or adjacent to principal entrances to the park. Such signs shall not exceed two hundred square feet or ten feet in height.

F. Highway signs. Commercially zoned properties having frontage on Highway 1 are declared to be sites of special significance and all signs and signing programs shall be approved by the planning commission. In considering a sign or signing program for a site of special significance, the following items shall be considered: the signing needs of the proposed use; the location of the site in relation to the freeway access; and the responsibility of the city to protect and preserve the natural beauty of Highway 1 while balancing the city's need for a healthy highway-oriented visitor-serving industry. Any decision of the planning commission concerning a site of special significance may be appealed to the city council, in writing, within ten days of the decision of the planning commission.

17.46.190180 Sign regulations for residential districts.



R-1, R-2, R-3, R-4 and S-T Districts.

Sign Table B: Allowed Signs in Residential Districts

<u>Sign Regulations in Residential Districts (R-1, R-2, R-3, R-4, S-T)</u> <u>for sites with more than 4 dwelling units</u>	
<u>Sign area (max.)</u>	<u>30 sq ft</u>
<u>Number of signs (max.)</u>	<u>2</u>
<u>For sites with 4 or fewer dwelling units, only one nameplate not exceeding 3 sq ft is permitted. Home occupations are prohibited to identify or advertise businesses within residential zones per Section 17.42.110.</u>	

A. ~~Single-F~~family ~~D~~dwellings, ~~D~~duplexes, ~~T~~triplexes, and ~~F~~fourplexes. One nameplate not exceeding three square feet per dwelling. ~~Site and architectural design review board approval is not required. A sign permit is not required.~~

B. ~~Multiple-F~~family ~~D~~dwellings containing more than four dwelling units, public, quasi-public, halls, organizations, churches, clubs, lodges, and all similar uses. ~~Dwellings containing more than four dwelling units may be permitted a m~~Maximum of two signs, each containing a maximum of thirty square feet. ~~Site and architectural design review board approval is required. A sign permit is required.~~

~~C. Church Signs. Same as subsection B of this section.~~

~~D. Public, Quasi-Public, Halls, Organizations, Clubs, Lodges and All Similar Uses. Same as subsection B of this section.~~

~~E. Nonresidential uses not otherwise specified herein including but not limited to hotels, motels, professional offices and other nonresidential uses that may be permitted in residential zoning districts. Signs for such uses shall be regulated by Section 17.46.180.~~

~~F. Real Estate Signs. Real estate signs shall be permitted subject to the provisions of Section 17.46.210.~~

~~G~~C. All signs not permitted by subsections A ~~through and F~~ B of this section are prohibited in residential districts.

17.46.200190 Sign regulations for ~~districts other than commercial, industrial and residential~~ the O District.



~~U, O, K and T Districts.~~ All signs, other than ~~real estate~~exempt signs which are regulated in Section ~~17.46.080~~ 17.46.210, shall require approval by the ~~site and architectural design review board or the planning commission or city council through the appeal process~~review authority. Any decision of the review authority may be appealed to the appeal authority. Appeals shall be in writing and shall be filed with the community development director or designee within ten

~~days of the decision. Appeals may be made of any decision of the site and architectural design review board or planning commission as specified in Section 17.46.040.~~ No sign shall be approved unless and until a finding is made that the proposed sign is consistent with the purpose, spirit and intent of this chapter.

17.46.220200 Signs not otherwise regulatedRegulations for temporary signs.



A. *General P*rovisions. The following provisions apply to all ~~signs expressing a political, religious or sociological viewpoint, including elections signs~~temporary signs. Temporary signs do not require a sign permit:

1. No such sign shall be located upon any public street, alley, sidewalk, right-of-way, easement, or other governmental property.
2. All such signs shall be erected, altered and maintained in accordance with the Uniform Building CodeUBC and the safety provisions set forth in Section 17.46.150 17.46.110.
3. All such signs must be stationary and unlighted.
4. Any freestanding sign shall be located at least five feet from any right-of-way line and may not encroach upon required parking or driveways.
5. The posting of any sign regulated by this section shall not in any way affect a property owner's right to erect signs permitted by other provisions of this chapter.

~~6. Site and architectural design review board approval is not required. A sign permit is not required.~~

6. Time Limitations. Signs regulated by this section may be posted not more than sixty days prior to an event to which they pertain. All such signs must be removed within five days after the event to which they pertain or within sixty-five days of their initial posting, whichever occurs first.

7. *Consent of O*wner or Occupant. No sign regulated by this section may be posted without the consent of the owner or legal occupant of the premises on which the sign is posted.

8. *Area of S*igns. No sign regulated by this section shall exceed thirty-two square feet of sign area, except that in the R-1 district the total sign area shall not exceed eight square feet.

9. *Signs in the R-1 District*. The total area of all signs regulated by this section on any one property in the R-1, single-family residential district shall not exceed eight square feet. However, in this district, the number of such signs on any one property is not limited, provided the total area of all signs does not exceed eight square feet. All signs shall be freestanding, or attached to buildings, fences or windows of buildings.

10. *Signs in All Districts Other than the R-1 District. In all zoning districts except the R-1 district, signs regulated by this section shall be freestanding or attached to buildings, fences or windows of buildings. Any freestanding sign shall be placed only upon those vacant portions of a property which are not covered by structures, landscaping, parking areas or driveways. The total*

area of all signs on any one property which includes at least four thousand square feet of such vacant area shall be limited to not more than one square foot of sign area for each one hundred twenty-five square feet of such vacant area. For properties which include less than four thousand square feet of vacant area, each such property shall still be allowed up to thirty-two square feet of total sign area with no limitation upon the number of signs composing the thirty-two square feet.

11. *Responsibility for Removal.* It shall be the property owner's responsibility to remove all signs regulated by this section within the time limitations specified above, whether or not the owner has consented to the posting or construction of such signs.

B. *Greater Sign Area and Time Limitations Allowable Pursuant to Use Permit and Design Review Board Approval.*

1. ~~Upon application to the planning commission for a use permit, a~~ sign area greater than otherwise allowed by this section may be allowed subject to sign permit approval by the review authority. Sign permits for temporary signs regulated by this section shall be granted for a period of not more than six months, so long as the planning commission finds, after receiving a recommendation from the site and architectural design review board, that:

a. ~~The sign will not materially conflict with the character of the neighborhood in which it will be displayed; and~~

b. ~~The value of property in the zone will not be significantly decreased by the erection or maintenance of the sign.~~

2. ~~Use permits for such signs shall be granted for a period of not more than one year.~~

~~17.46.260 Signs for advertising purposes.~~



~~Unless otherwise provided in this chapter, no permanent sign shall be erected, constructed, placed, tacked, fastened, displayed, painted, posted, printed or otherwise where more than twenty-five percent of the area of such sign is used for advertising purposes. Seventy-five percent of the area of such signs shall be used solely for naming, designating or identifying the enterprise or calling.~~

~~17.46.280 Billboard signs.~~



~~Reserved.~~

~~17.46.290~~210 Severability.



If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion is a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

FINDINGS

Staff finds that this project:

General Plan Compliance

- 1) General Plan Policy 4.8.5

“No commercial signs shall be permitted on buildings or properties which are visible to people using the beach, while signage which is oriented and sized to be easily visible to travelers on Highway One shall be permitted only for those properties contiguous to the Highway One right-of-way.”

Evidence: The proposed changes apply only to properties outside the Coastal zone and not subject to the City’s Local Coastal Program.

Zoning Compliance

- 2) Lateral consistency with Title 17, Section 17.46

Evidence: The amended ordinance is consistent with the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) and with the City’s adopted General Plan and Local Coastal Program (LCP)

- 3) Compliance with Section 17.46.270

“Notwithstanding any provision contained herein, all signs to be erected, constructed, placed, tacked, fastened, displayed, painted, posted, printed or otherwise in the Coastal Zone shall comply first and foremost with the provisions of the Marina local coastal program (LCP) along with the spirit and intent of this chapter. In the case of any conflicts between the documents, the provisions of the LCP shall prevail. It is anticipated that signs and signing programs will be considered as a part of the coastal permit process.”

Evidence: No change is proposed to Section 17.46.270.

PC RESOLUTION NO. 2023-01

A PLANNING COMMISSION RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT CHANGES TO SECTION 17.46 (SIGNS) OF THE MARINA MUNICIPAL CODE. THE PROPOSED AMENDMENTS ARE EXEMPT FROM CEQA PER SECTION 15061(B)(3).

WHEREAS, As part of ongoing efforts to update and improve Title 17 of the City's municipal code, staff recommends a variety of changes to Section 17.46 pertaining to Signs; and

WHEREAS, The ordinance update would remove language regulating signs based on religious or political viewpoints which would bring the ordinance into compliance with the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) that regulates religious and political activities; and

WHEREAS, The ordinance update would shift the review authority for all compliant signs from the Planning Commission to planning staff; and

WHEREAS, The ordinance update would provide general ordinance cleanup.

NOW THEREFORE BE IT RESOLVED that the Planning Commission does hereby recommend that the City Council adopt changes to Section 17.46 (Signs) of the Marina Municipal Code.

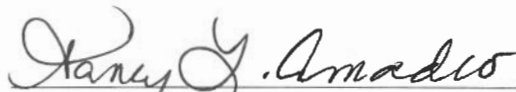
PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 12th day of January 2023, by the following vote:

AYES, COMMISSIONERS: AMADEO, HUR, WALTON, ST. JOHN, WOODSON

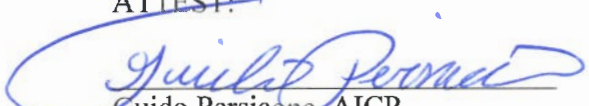
NOES, COMMISSIONERS: NONE

ABSENT, COMMISSIONERS: RANA (1 VACANCY)

ABSTAIN, COMMISSIONERS: NONE


Nancy Amadio, Chair

ATTEST:


Guido Persicone, AICP
Community Development Director
City of Marina

Exhibits:

- A. Findings
- B. Draft Ordinance Amendment

EXHIBIT A

FINDINGS

Staff finds that this project:

General Plan Compliance

1) General Plan Policy 4.8.5

"No commercial signs shall be permitted on buildings or properties which are visible to people using the beach, while signage which is oriented and sized to be easily visible to travelers on Highway One shall be permitted only for those properties contiguous to the Highway One right-of-way."

Evidence: The proposed changes apply only to properties outside the Coastal zone and not subject to the City's Local Coastal Program.

Zoning Compliance

2) Lateral consistency with Title 17, Section 17.46

Evidence: The amended ordinance is consistent with the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) and with the City's adopted General Plan and Local Coastal Program (LCP)

3) Compliance with Section 17.46.270

"Notwithstanding any provision contained herein, all signs to be erected, constructed, placed, tacked, fastened, displayed, painted, posted, printed or otherwise in the Coastal Zone shall comply first and foremost with the provisions of the Marina local coastal program (LCP) along with the spirit and intent of this chapter. In the case of any conflicts between the documents, the provisions of the LCP shall prevail. It is anticipated that signs and signing programs will be considered as a part of the coastal permit process."

Evidence: No change is proposed to Section 17.46.270.

EXHIBIT B

17.46.010 Purpose and intent.

A. It is the purpose and intent of this chapter to provide the city with a viable and practical set of sign regulations that will promote the orderly growth of the community; facilitate the continual upgrading of the community; preserve the natural beauty of Marina while simultaneously protecting the rights of property and business owners to display signs and the right of individuals to live in, work in, and visit a city that is free from the visual blight that would result from under- or non-regulation of signs.

B. These sign regulations, pursuant to the provisions of the general plan, set forth the minimum acceptable standards necessary to protect and safeguard the life, peace, health, safety, property and general welfare of the public by regulating among other things the location, placement, size, number, area, type, illumination and maintenance of signs and sign structures.

C. In addition to the standards specified above, it is hereby set forth that a primary goal of these regulations shall be to ensure that signs and sign structures are considered in light of the architectural and landscape design of the buildings and properties along with individual setting or location of the buildings and properties.

17.46.020 Application.

No sign shall be placed, displayed, painted, posted, printed, tacked, fastened, erected, relocated, constructed or otherwise except as provided in this chapter.

17.46.030 Responsibility.

It shall be the sole responsibility of the person making application to place, construct, erect, alter, relocate, tack, fasten, paint, post or display any sign in the city to obtain the necessary authorization from the owner or lessee of the property.

17.46.040 Definitions.

As used in this chapter:

“Appeal authority” means the body tasked with hearing appeals to decisions of the review authority or community development director or designee. The site and architectural design review board hears appeals for decisions of the community development director or designee, the planning commission hears appeals for decisions of the site and architectural design review board, and the city council hears appeals for decisions of the planning commission.

“Awning” means a roof-like cover, usually of canvas, extending over or before a place.

“Compliant sign” means a sign that complies with the provisions of this chapter and requires an administrative sign permit issued by the community development director or designee.

“Exempt sign” means a sign that does not require a sign permit.

“Height” when used in reference to a monument sign, means the vertical distance from the average of the lowest and highest points at the finished grade at the base of sign to the topmost point of the sign.

“Noncompliant sign” means a sign that does not comply with the provisions of this chapter and requires a sign permit issued by the review authority.

“Official signs and notices” means signs and notices placed by public officers or public agencies within their territorial or zoning jurisdiction and pursuant to and in accordance with direction or authorization contained in federal, state or local law for the purposes of carrying out an official duty or responsibility. Historical markers authorized by state law and placed by state or local government agencies or nonprofit historical societies shall be considered as official signs.

“Primary business frontage” or “PBF” means that frontage of a building containing the primary or most important entrance to the occupancy thereon. In such cases where there are multiple entrances, the community development director or designee shall determine which frontage is the primary frontage. In no case shall more than one primary business frontage be permitted.

“Public directional signs” means signs containing directional information about public places owned or operated by federal, state or local governments or their agencies; publicly owned natural phenomena, historic, cultural, scientific and educational sites; and publicly owned or operated areas of natural scenic beauty or naturally suited for outdoor recreation, deemed to be in the interest of the traveling public.

“Public utility signs” means warning signs, informational signs, notices or markers which are customarily placed by public or private utilities, as essential to their operations.

“Real estate signs” means signs used to advertise the sale, rental, lease, subdivision, or construction of property.

“Review authority” means the body tasked with reviewing and approving noncompliant sign permit applications and may include the site and architectural design review board or planning commission.

“Secondary business frontage” or “SBF” means that frontage of a building containing any entrance other than a primary business frontage. In no case shall more than two secondary business frontages be permitted.

“Service station” means a business which is primarily in the business of providing service to vehicles such as gasoline, oil, tire, mechanical assistance, parts, etc.

“Shopping center” means commercial and retail buildings and associated facilities which have been designed and developed as an integrated unit containing more than five separately owned

and operated businesses which function as an integral unit and which utilize common off-street parking.

“Sign” means any letters, figures, design, symbol, trademark or illuminating device intended to attract attention to any person, partnership, corporation or unincorporated association, or any place, subject, public performance, article, machine or merchandise, whatsoever, and painted, printed, constructed, erected or displayed in any manner whatsoever.

“Sign area” means that area enclosed by a square, rectangle, triangle or other shape which connects the extreme points or edges of the sign, excluding the supporting structure which does not form part of the sign proper. The area of a sign composed of characters, words or individual letters attached directly to a surface shall be the smallest shape that encloses the whole group. Sign area shall include only one face of any double-faced sign and shall include all faces of any multi-faced sign containing more than two faces. For the purpose of this definition, the faces of a double-faced sign shall be parallel.

“Sign area allotment” means the maximum area of signs that may be displayed on any site, premises, business, building, parcel, lot or otherwise not including signs specifically exempted in this chapter.

“Temporary sign” means a sign posted not more than sixty days prior to an event to which it pertains.

“Uniform Building Code” of “UBC”, “Uniform Electrical Code” or “UEC”, “Uniform Mechanical Code” or “UMC” means those codes which are currently in full force and effect as adopted by the city council, including any amendments or additions thereto adopted from time to time by the city council.

17.46.050 Sign permit required.

A. A sign permit is required unless the sign is exempt as provided in section 17.46.080.

1. A hearing shall be required for all noncompliant signs. A fee shall be collected by the community development director or designee prior to consideration of any sign by the review authority. The fee shall be established from time to time by resolution of the city council.

2. All signs compliant with the provisions of this chapter shall be subject to review and approval by the community development director or designee.

B. In order to facilitate the review and approval process, any person seeking to obtain a sign permit shall submit accurate plans, drawings, color boards, examples of materials, or any such other information specified by the community development director or designee. Written appeals shall be filed with the community development director or designee no later than ten days after the decision of the review authority or community development director or designee.

C. During the course of review and approval, the review authority or appeal authority may approve, disapprove, conditionally approve or modify the plans as submitted in order to ensure compliance with the spirit and intent of this chapter.

17.46.060 Building permit required.

A. In order to ensure that the building department is provided with an opportunity to review the placement, construction, erection, relocation or alteration of any and all signs in the city, it is required, unless otherwise specified herein, that a building permit shall be obtained from the building department prior to the placement, construction, erection, relocation, alteration or otherwise of the sign.

B. Any person seeking to obtain a building permit shall provide the building department with any and all necessary plans, drawings or other materials or information required by the building department along with written evidence that a sign permit has been obtained. Following a review of the materials submitted, the building department may issue the building permit pursuant to the provisions of the UBC. A fee shall be collected by the building department prior to the issuance of any building permit. The fee for a building permit shall be as specified by department procedure.

17.46.070 Prohibited signs.

The following signs shall be prohibited in the city. Definitions and descriptions of these signs are included in this section. Additional definitions pertaining to this chapter are contained in Section 17.46.040.

A. *Portable signs.* Signs such as A-board or other such signs capable of standing without support or attachment to a structure or the ground.

B. *Animated signs.* Signs that involve animation, rotation, flashing, projections, scintillation, or any type of movement, not including barber pole signs or time, date and temperature signs.

C. *Billboard signs.* Off-site advertising signs that are designed to direct attention to a business, commodity, service or entertainment, sold or offered elsewhere than on the premises or property on which the sign is located.

D. *Roof signs.* Signs that are attached to, supported by, mounted on or project above a roof or other architectural feature including, but not limited to, mansards, parapets and the like.

E. *Projecting signs.* Signs that are suspended from or that are supported by a wall, building or structure and project more than three feet outward therefrom or signs that project into the public right-of-way. No provision contained herein shall be construed to prohibit the display or construction of freestanding signs.

17.46.080 Exempt signs.

The following signs are exempt from a sign permit:

A. Official signs and notices, public utility signs, and public directional signs, including time and temperature devices and signs indicating the location or direction of a place or area on the premises upon which the sign is located;

B. Professional nameplates not exceeding three square feet in area;

C. Temporary yard signs, subject to the provisions of Section 17.46.200;

D. Emergency, public service or other temporary nonadvertising signs;

E. Memorial signs on tablets, names and dates of buildings when cut into any masonry surface or when flush mounted and constructed of bronze or other noncombustible materials;

F. Accessory signs of a secondary nature, e.g., savings stamp signs or credit card signs not exceeding one square foot;

G. Banners not exceeding 30 square feet when used for advertising the opening of a new business and/or the hiring of employees. Such signs shall be removed after 30 days;

H. Temporary window signs that are painted, placed, taped, displayed, or otherwise suspended within three feet of any window that are visible from outside the place of business and that are designed to be displayed for more than thirty days. Such signs are permitted to cover no more than ten percent of the area of the window; and

J. Real estate signs:

1. Sale, rental, or lease signs. Any property being advertised for sale, rent, or lease may have one such sign on the property not exceeding twelve square feet in area.

2. Subdivision signs. The land being subdivided may have no more than two signs posted upon it advertising the subdivision. Each sign shall not exceed thirty-two square feet in area.

3. Under construction signs. These signs shall not exceed twenty square feet in area. No more than one such sign shall be permitted and shall be removed prior to the issuance of the final occupancy permit.

4. Portable, temporary signs displayed on private property. In advertising a property for sale, rental, or lease, a portable sign, not exceeding six square feet in area, may be placed off the site on private property for the purpose of advertising that the subject property is open for inspection. One additional such sign may be displayed on the premises that is open for inspection. Such signs shall only be displayed when the premises are open for inspection.

5. *Model home signs.* Signs identifying model homes may be displayed on the property upon which the model homes are located. Such signs shall be located adjacent to the entrance of the model home. Such signs shall not exceed eight square feet in area nor three feet in height.

17.46.090 Nonconforming signs.

A. Any permanent sign lawfully existing prior to the adoption of this chapter and not conforming to the provisions contained in this chapter is declared to be a lawfully nonconforming sign and may remain as such.

B. No such nonconforming sign shall in any way be altered, relocated, replaced or reworded unless the sign can be made to conform to all provisions of this chapter. Nothing in this section shall be construed to prohibit the normal maintenance and repair of lawfully nonconforming signs.

17.46.100 Allowed sign types.

A. *Signs requiring a sign permit and review.* The following signs require a sign permit. Definitions of allowed signs are included in this section. Additional definitions pertaining to this chapter are contained in Section 17.46.040.

1. *Monument signs.* Freestanding signs of a permanent nature not attached to any portion of a building and not projecting over or through a roof, eaves of a building or any public right-of-way. Such signs may be placed within required yard or setback areas.

2. *Awning signs.* A sign attached to the face of or supported by an awning. Such signs must be parallel to the face to which attached and must not hang lower or project above the face to which attached.

3. *Marquee or canopy signs.* A sign attached to or supported by a marquee or canopy. Such signs must be parallel to the face to which they are attached and may not be made of cloth, canvas or other material of a similar nature nor shall such signs hang lower or project above the face to which attached. Site and architectural design review board approval is required.

4. *Nameplates.* Professional nameplates and occupation signs exceeding three square feet in area.

5. *Neighborhood signs.* Signs identifying a neighborhood or development, not exceeding fifty square feet in area.

6. *Readerboard signs.* A sign with detachable or interchangeable letters.

7. *Under canopy signs.* A sign attached to the underside of a canopy. The canopy must be of a permanent nature attached to and supported by a building. Such signs that do not exceed four square feet will not be included in the maximum sign area allotment. Any such sign exceeding

four square feet shall be included in the maximum sign area allotment. Such signs shall have a minimum clearance of seven feet six inches above the sidewalk.

8. *Wall signs.* A sign of either solid face construction or individual letters placed against the exterior wall of any building or structure. Such signs shall not extend more than one foot beyond the wall.

17.46.110 Enforcement.

The regulations contained in this chapter shall be enforced as are other zoning, building and safety regulations as set forth in this code.

17.46.120 Remedies.

Notwithstanding the procedures for enforcement set forth in this code, the city is authorized to proceed in any other fashion, way or procedure permitted by law.

17.46.130 Abandoned signs and abatement thereof.

A. No person shall maintain or permit to be maintained on any premises owned or controlled by said person any sign which has been abandoned. Any such sign shall be promptly abated. Any sign which is located on property which becomes vacant for a period of six months or more and any sign which was erected for an occupant or business unrelated to the present occupant or their business and any sign which pertains to a time, event or purpose which no longer obtains shall be presumed to have been abandoned.

B. Unless some other form of abatement is approved by the community development director or designee in writing, abatement of abandoned signs shall be accomplished in the following manner:

1. Signs painted on buildings, walls, fences, structures shall be abated by removal of the paint constituting the sign or by painting over the sign in such a way that the sign shall not thereafter become visible.

2. Other types of signs may be abated by removal of the sign including its dependent structures and supports, unless the sign conforms to the provisions contained in this chapter, in which case all faces of the sign shall be screened from view in a manner satisfactory to the director of planning.

17.46.140 Abatement of signs presenting health or safety hazards.

A. *Signs on private property presenting health or safety hazards.* No sign may be placed upon any privately owned property in a manner that creates a public health or safety hazard. Any sign placed on, above or adjacent to any street, sidewalk or right-of-way that creates a health or safety hazard through obstructing vision or use of such street, sidewalk or right-of-way may be summarily removed by the public safety, public works or community development directors or their respective designees. Any sign so removed shall be returned to the owner upon payment of the costs of removal and storage. Any sign placed on or about private property that creates a health or safety hazard, including obstructing vision in the public right-of-way, may be removed by the public safety, public works or community development directors or their respective designees to a position on the private property where it does not create a health or safety hazard.

B. *Signs on public property.* No sign may be placed in or upon any public right-of-way, the exterior of any public building, any public grounds or property thereon, any public utility pole or appurtenance thereof, wherever located, or any tree on public property. Any such sign may be summarily removed and impounded by the public safety, public works or community development directors or their respective designees.

C. *Impounded signs.* Any sign impounded under the provisions of subsection A or B of this section shall be stored for a period of not less than thirty days at which time the signs may be salvaged, sold or destroyed in order to defray the costs of removal and storage. The person responsible for the placement of such sign shall be liable for the cost incurred in the removal and storage of the sign and the departments of public safety and public works are authorized to effect the collection of said cost.

D. *Noticing sign owners.* If the person who owns a sign that has been removed pursuant to this section can be identified, the city official who has removed said sign shall notify that person of the reasons the sign has been removed, the location of the sign and the procedures for the return of the sign.

17.46.150 General provisions.

A. *Maintenance and construction.* The appropriate sections of UBC, UEC, or any amendment thereto adopted by the city shall apply to the construction, placement or display of signs in the city. All signs having internal or built-in illumination shall be constructed wholly of noncombustible materials or other such fire resistive materials as approved by the building department. Guy wires or exposed strut-like sign structures shall not be utilized. Signs and sign structures shall at all times be maintained in a state of good repair including all braces, bolts, structural parts, supporting frames and fastenings.

B. *Safety.* In addition to all other maintenance and construction provisions contained in this chapter, all signs within the city shall comply with the following provisions:

1. *Obstructions to doors, windows or fire escapes.* No sign shall be erected, relocated, altered, maintained or otherwise so as to prevent ingress to or egress from any door, window or fire escape. No sign shall be attached to a standpipe, gutter, drain or fire escape, except signs referring specifically to the standpipe, gutter, drain or fire escape to which it is attached.

2. *Signs not to obstruct traffic signals.* No sign regulated by this chapter shall be erected at any location where, by reason of its position, it will obstruct or confuse the view of any authorized traffic sign, signal or device.

3. *Exterior of signs.* On all signs which are erected within five feet of a public street or sidewalk, no nails, tacks or wires shall be permitted to protrude therefrom. All structural trim maintained in conjunction with, attached to, or superimposed upon any sign shall be safely and securely built or attached to the sign structure.

C. Signs in the coastal zone. Notwithstanding any provision contained herein, all signs to be erected, constructed, placed, tacked, fastened, displayed, painted, posted, printed or otherwise in the Coastal Zone shall comply first and foremost with the provisions of the local coastal program (LCP) along with the spirit and intent of this chapter. In the case of any conflicts between the documents, the provisions of the LCP shall prevail. It is anticipated that signs and signing programs will be considered as a part of the coastal permit process.

17.46.160 Illumination of signs.

All illuminated signs in the city shall comply with the following standards:

A. The use of high intensity, unshielded or undiffused lights shall not be permitted.

B. Lights or illumination shall be shielded, oriented or diffused so as to eliminate undue glare onto adjacent properties and not conflict with safe traffic movement.

C. The community development director or designee shall retain the right to require reduction in the intensity of illumination after the installation of any illuminated sign if said illumination creates any undue glare or hazard.

D. To help eliminate the potential for glare associated with internally illuminated or back-lit signs, the background of such signs shall be opaque.

17.46.170 Sign regulations for commercial and industrial districts.

C-1, C-2, P-C, and M Districts.

Sign Table A: Allowed Signs in Commercial and Industrial Districts

<u>Sign Regulations in Commercial and Industrial Districts (C-1, C-2, P-C, M)</u>	
<u>Sign area</u>	<u>1 ½ sq ft for every foot of PBF* (max. 200 sq ft)</u> <u>½ sq ft for every foot of each SBF** (max. 25 sq ft per SBF)</u>
<u>Number of signs</u>	<u>4 per business (max.)</u>
<u>Monument sign height (in feet; max.)</u>	<u>7</u>
<u>Shopping Center/Industrial Park Monument Identification Signs</u>	

<u>Site</u>	<u>Commercial: Less than 5 acres</u>	<u>Commercial: 5 to 25 acres</u>	<u>Commercial: More than 25 acres</u>	<u>Industrial: More than 4 buildings</u>
<u>Height (in feet; max.)</u>	<u>10</u>	<u>15</u>	<u>50</u>	<u>10</u>
<u>Sign area (sq ft; max.)</u>	<u>100</u>	<u>100</u>	<u>250</u>	<u>200</u>
<u>Number of signs (max.)</u>	<u>1 per principal street frontage (max. 2)</u>	<u>1 per principal street frontage (max. 2)</u>	<u>2</u>	<u>1 per principal entrance</u>
<u>*Primary business frontage</u>				
<u>**Secondary business frontage</u>				

A. *Sign area.* One and one-half square feet are permitted for every foot of primary business frontage to a maximum of two hundred square feet per business. One-half square foot is permitted for every foot of secondary business frontage to a maximum of twenty-five square feet for each secondary business frontage.

B. *Number of signs.* No more than four signs may be permitted per business. Under canopy signs are not counted for the purposes of this section.

C. *Type of sign.* Any sign specified under Section 17.46.100 may be displayed in accordance with the provisions of this chapter. Monument signs not associated with a shopping center or industrial park shall be limited to a maximum height of seven feet.

D. *Service stations.* In addition to the signing permitted under Section 17.46.100, service stations may be permitted to display two additional signs each of which shall not exceed sixteen square feet. Such signs shall be permanently affixed to the ground or a structure.

E. *Master signing program approval required.*

1. Any and all commercial, office or industrial developments designed to contain more than four occupancies, businesses or buildings are required to obtain approval of a master signing program from the review authority. Said master signing program plans must be prepared, reviewed and approved by the review authority prior to the issuance of any occupancy permit in the development. Plans for the master signing program shall include specifications, descriptions and locations of all signs to be displayed on the site including but not limited to advertising, identification, directional and public service signs. Any decision of the review authority on a master signing program may be appealed to the appeal authority. Appeals shall be in writing and shall be filed with the community development director or designee within ten days of the decision.

2. Approved master signing programs may be modified from time to time by the review authority.

3. Individual tenant sign changes that comply with an approved master signing program shall be subject to review of the community development director or designee.

4. The following provisions apply to monument identification signs in shopping centers and industrial parks:

a. Shopping centers may be permitted to erect a monument identification sign which may also indicate the principal tenant and other services available on the site. Said sign shall be located adjacent to the principal street frontage and shall not exceed one hundred square feet in area. If the shopping center has more than one principal street frontage, two such signs may be permitted. Freestanding signs allowed for the identification of shopping centers or industrial or business parks of less than five acres shall not exceed a height of ten feet and for sites of less than twenty-five acres shall not exceed a height of fifteen feet.

b. Shopping centers containing more than twenty-five acres approved under a single development permit shall be permitted to erect two monument identification signs which may also indicate the principal tenants. Such signs shall not exceed two hundred fifty square feet in area nor fifty feet in height.

c. Industrial parks containing more than four buildings designed to be architecturally compatible, whether or not on the same parcel of land, shall be permitted to place monument signs along, at, or adjacent to principal entrances to the park. Such signs shall not exceed two hundred square feet or ten feet in height.

F. Highway signs. Commercially zoned properties having frontage on Highway 1 are declared to be sites of special significance and all signs and signing programs shall be approved by the planning commission. In considering a sign or signing program for a site of special significance, the following items shall be considered: the signing needs of the proposed use; the location of the site in relation to the freeway access; and the responsibility of the city to protect and preserve the natural beauty of Highway 1 while balancing the city's need for a healthy highway-oriented visitor-serving industry. Any decision of the planning commission concerning a site of special significance may be appealed to the city council, in writing, within ten days of the decision of the planning commission.

17.46.190180 Sign regulations for residential districts.

R-1, R-2, R-3, R-4 and S-T Districts.

Sign Table B: Allowed Signs in Residential Districts

<u>Sign Regulations in Residential Districts (R-1, R-2, R-3, R-4, S-T)</u>	
<u>for sites with more than 4 dwelling units</u>	
<u>Sign area (max.)</u>	<u>30 sq ft</u>
<u>Number of signs (max.)</u>	<u>2</u>
<u>For sites with 4 or fewer dwelling units, only one nameplate not exceeding 3 sq ft is permitted. Home</u>	

occupations are prohibited to identify or advertise businesses within residential zones per Section 17.42.110.

- A. *Single-family dwellings, duplexes, triplexes, and fourplexes.* One nameplate not exceeding three square feet per dwelling.
- B. *Multiple-family dwellings containing more than four dwelling units, public, quasi-public, halls, organizations, churches, clubs, lodges, and all similar uses.* Maximum of two signs, each containing a maximum of thirty square feet.
- C. All signs not permitted by subsections A and B of this section are prohibited in residential districts.

17.46.190 Sign regulations for the O District.

All signs, other than exempt signs which are regulated in Section 17.46.080 , shall require approval by the review authority. Any decision of the review authority may be appealed to the appeal authority. Appeals shall be in writing and shall be filed with the community development director or designee within ten days of the decision. No sign shall be approved unless and until a finding is made that the proposed sign is consistent with the purpose, spirit and intent of this chapter.

17.46.200 Regulations for temporary signs.

A. *General provisions.* The following provisions apply to all temporary signs. Temporary signs do not require a sign permit:

1. No such sign shall be located upon any public street, alley, sidewalk, right-of-way, easement, or other governmental property.
2. All such signs shall be erected, altered and maintained in accordance with the UBC and the safety provisions set forth in Section 17.46.150.
3. All such signs must be stationary and unlighted.
4. Any freestanding sign shall be located at least five feet from any right-of-way line and may not encroach upon required parking or driveways.
5. The posting of any sign regulated by this section shall not in any way affect a property owner's right to erect signs permitted by other provisions of this chapter.
6. *Time limitations.* Signs regulated by this section may be posted not more than sixty days prior to an event to which they pertain. All such signs must be removed within five days after the event to which they pertain or within sixty-five days of their initial posting, whichever occurs first.

7. *Consent of owner or occupant.* No sign regulated by this section may be posted without the consent of the owner or legal occupant of the premises on which the sign is posted.

8. *Area of signs.* No sign regulated by this section shall exceed thirty-two square feet of sign area, except that in the R-1 district the total sign area shall not exceed eight square feet.

9. *Signs in the R-1 District.* The total area of all signs regulated by this section on any one property in the R-1, single-family residential district shall not exceed eight square feet. However, in this district, the number of such signs on any one property is not limited, provided the total area of all signs does not exceed eight square feet. All signs shall be freestanding, or attached to buildings, fences or windows of buildings.

10. *Signs in all districts other than the R-1 District.* In all zoning districts except the R-1 district, signs regulated by this section shall be freestanding or attached to buildings, fences or windows of buildings. Any freestanding sign shall be placed only upon those vacant portions of a property which are not covered by structures, landscaping, parking areas or driveways. The total area of all signs on any one property which includes at least four thousand square feet of such vacant area shall be limited to not more than one square foot of sign area for each one hundred twenty-five square feet of such vacant area. For properties which include less than four thousand square feet of vacant area, each such property shall still be allowed up to thirty-two square feet of total sign area with no limitation upon the number of signs composing the thirty-two square feet.

11. *Responsibility for removal.* It shall be the property owner's responsibility to remove all signs regulated by this section within the time limitations specified above, whether or not the owner has consented to the posting or construction of such signs.

B. *Greater sign area and time limitations allowable pursuant to use permit and design review board approval.*

1. A sign area greater than otherwise allowed by this section may be allowed subject to sign permit approval by the review authority. Sign permits for temporary signs regulated by this section shall be granted for a period of not more than six months.

17.46.210 Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion is a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Mayor and Members of the
City Council

City Council Meeting
of March 7, 2023

OPEN A PUBLIC HEARING, TAKE PUBLIC TESTIMONY, AND INTRODUCING ORDINANCE NO. 2023-, AMENDING SECTION 17.42.040 (ACCESSORY DWELLING UNITS) OF THE MARINA MUNICIPAL CODE. AT A NOTICED PUBLIC HEARING ON JANUARY 26, 2023, THE PLANNING COMMISSION ADOPTED RESOLUTION 2023-06 RECOMMENDING APPROVAL OF THE PROPOSED AMENDMENTS. THE PROPOSED AMENDMENTS ARE EXEMPT FROM CEQA PER SECTION 15303(a).

RECOMMENDATION:

It is requested that the City Council consider:

1. Introducing Ordinance No. 2023-, amending Section 17.42.040 (Accessory Dwelling Units) of the Marina Municipal Code (“**EXHIBIT A**”). This action is exempt from CEQA per Section 15303(a) of the CEQA Guidelines.”

GENERAL SITE INFORMATION:

Table 1 Project Information

Location	Citywide (All zones where single-family or multifamily residential uses are allowed)
General Plan Designation	n/a
Zoning Districts	Multiple
Year Built	n/a
Owner	n/a
Applicant	n/a
Architect	n/a

BACKGROUND

In response to a severe statewide housing shortage, the California State Legislature has for the past several years adopted a suite of bills each legislative cycle designed to increase the supply of housing in California. Legislation addressing the development of accessory dwelling units (ADUs) has been adopted each cycle. In 2020, the City of Marina adopted an ordinance concerning ADUs. Periodic updates to the ordinance have been necessary to maintain compliance with state law.

Senate Bill (SB) 897 (Wieckowski) represents the most recent update to state ADU legislation. SB 897 was signed into law by Governor Newsom on September 28, 2022, and went into effect January 1, 2023. Amendments to the Marina Municipal Code are necessary to bring the code into compliance with SB 897.

On January 26, 2023, the Planning Commission, at a duly noticed public hearing, adopted PC Resolution 2023-06 (“**EXHIBIT B**”) recommending that the Council adopt the proposed amendments as presented.

PROJECT ANALYSIS

While SB 897 results in mostly minor changes to state law, some changes will be significant at the local level. Table 1 summarizes changes to state law.

Table 1: SB 897 Changes to State ADU Law

Table 17.02.03: Changes to State HDS Law

Topic	Old Requirement	New Requirement	Condition(s)
Height – Detached ADU	16 feet	18 feet	- ADU is within ½ mile walking distance of transit, OR - ADU is on a lot with existing multifamily, multistory dwelling
Height – Attached ADU	16 feet	25 feet ¹	--

Topic	Old Requirement	New Requirement
Parking Standards	Applied to ADU included in application to create new single-family or multifamily dwelling	Do not apply to ADU included in application to create new single-family or multifamily dwelling
Fire Sprinklers	Construction of ADU could trigger req. for fire sprinklers in primary dwelling	Construction of ADU can no longer trigger req. for fire sprinklers in primary dwelling

NOTE:

- The allowed height is 25 feet or the height limitation that applies to the primary dwelling on the project site, whichever is lower. Because the allowed height for primary dwellings in all residential zoning districts in Marina is greater than 25 feet, the City must allow attached ADUs that are up to 25 feet in height.

Building Height

The height limit will increase for detached ADUs in many areas of the city and for attached ADUs citywide.

Detached ADUs

According to recent analysis by Monterey-Salinas Transit, approximately 2,100 parcels in Marina lie within ½ mile of a major transit stop, defined as a transit stop with two or more major bus routes with a frequency of service interval of 15 minutes or less during morning and afternoon peak commutes (see attached map). In addition, there are several multi-story multi-family developments located outside of major transit stop buffer areas. The height limit for detached ADUs in these areas is now **18 feet**.

Attached ADUs

The maximum height for attached ADUs is 25 feet or the height limitation in the zoning ordinance that applies to the primary dwelling, whichever is lower. Because the height limit for primary dwellings exceeds 25 feet in each of the zoning districts where dwelling units are permitted, the height limit for attached ADUs is now **25 feet** citywide.

Parking Standards

The City can no longer apply parking standards to any ADU included in an application to create a new single-family or multifamily dwelling on the same lot.

Fire Sprinklers

Construction of an ADU can no longer trigger a requirement for fire sprinklers in the primary dwelling if sprinklers were not already required.

Junior ADUs (JADUs)

SB 897 clarifies that attached garages are considered part of the proposed or existing single-family residence. Marina planning staff have already been permitting JADUs in attached garages, so this will not result in a change to current planning practice. Other changes include:

- A JADU not including a separate bathroom must have a separate entrance from the main entrance to the structure, with an interior entry to the main living area.
- Local agencies cannot deny an application for a permit to create a JADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety.

Street Side Yard Setbacks

After the Planning Commission adopted Resolution 2023-06, planning staff discovered an additional inconsistency in the ordinance. The current ordinance regulates street side yard setbacks according to the standard for the zoning district in which the ADU is located. However, updates to state law have clarified that the 4-foot side yard setback applies to both interior and street facing side yards. Staff has incorporated this minor change into the draft ordinance to ensure compliance with state law.

Zoning Analysis

The proposed amendments achieve consistency with state law and the city's zoning ordinance. ADUs are permitted in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land use. JADUs are permitted in any zoning district where single-family dwellings are a permitted or conditionally permitted land use (MMC 17.42.040.A.2).

General Plan Compliance

The 2000 General Plan calls for housing that meets the needs of all economic groups, accommodates a broad range of lifestyles, conserves land, and is environmentally and socially responsible (GP 2.31, 2.31.1, 2.31.4, 2.31.6). The development of ADUs and JADUs furthers each of these goals.

ENVIRONMENTAL DETERMINATION

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Section 15303(a) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because this Section exempts second dwellings in urbanized areas. There is no reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances. No further environmental review is necessary.

FISCAL IMPACT

The proposed zoning code amendments are routine updates designed to bring Section 17.42.040 of the Marina Municipal Code into compliance with state law. There will be no fiscal impact.

CONCLUSION

The proposed amendments are compliant with recent updates to state law pertaining to ADUs. This request is submitted for City Council action.

Respectfully submitted,

Alec Barton, AICP
Contract 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

ORDINANCE NO. 2023-__

AN ORDINANCE AMENDING TITLE 17, ARTICLE 4, SECTION 17.46.040 OF THE MARINA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS.

-oOo-

1. The Community Development Department (CDD) for the City of Marina (City), in response to Senate Bill (SB) 897, has recommended changes to several sections to bring the Marina Municipal Code (MMC) into compliance with state law.

2. Through this amendment, staff seeks to amend standards pertaining to building height for attached and detached accessory dwelling units (ADUs), parking standards, fire sprinklers, and junior accessory dwelling units (JADUs).

3. The City's adopted fee schedule allows the Building Department to collect permitting fees for ADUs and JADUs based on the construction valuation of the project. The City's adopted fee schedule does not currently allow CDD to collect impact fees or ADUs larger than 750 square feet. No additional fees may be assessed under state law. No change to the adopted fee schedule is proposed or required at this time.

4. An amendment to the City's Municipal Code is needed to provide clarity and transparency in this Section, and to bring this Section into compliance with state law. The proposed ordinance amendment is referenced herein as **Exhibit 1** and is provided in a ~~strike-through~~ and underline format.

5. The City Council of the City of Marina reviewed the proposed amendments and considered the recommendations of the Planning Commission and held a duly noticed public hearing on March 7, 2023.

6. The City of Marina Planning Commission, at a duly noticed public hearing on January 26, 2023, adopted Resolution 2023-06 recommending that the City Council adopt the proposed amendment.

7. Environmental. In accordance with the California Environmental Quality Act (CEQA), this ordinance is not subject to CEQA pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15303(a), pertaining to new construction or conversion of small structures. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

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

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. The City Council of the City of Marina determines the proposed ordinance amendment is not a project pursuant to CEQA Guidelines Section 15303(a).

SECTION 3. The City Council hereby adopts the ordinance amendment attached herinto as **Exhibit 1** and incorporated by reference.

SECTION 4. 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.

SECTION 5. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption.

The foregoing Ordinance was introduced on March 7, 2023, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on March 21, 2023 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 1

17.42.040 Accessory Dwelling Units

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

A. *Permits Required.*

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

B. *Permitted Zoning Districts.*

1. Accessory dwelling units are permitted in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land use as identified in this title. Junior accessory dwelling units are permitted in any zoning district where single-family dwellings are a permitted or conditionally permitted land use as identified in this title.

C. *Site and Design Standards.*

1. *General.* Accessory units are subject to the same requirements that apply to primary dwellings on the same lot in the applicable zoning district except as specified in this section.
2. *Number of Accessory Units.* No more than one junior accessory dwelling unit and one accessory dwelling unit is permitted on a single lot with a single-family dwelling. Lots with existing multifamily dwellings shall have a number of internal or attached accessory dwelling units equal to twenty-five percent of the existing multifamily dwelling units. Fractions of units of one-half and above shall be rounded up. Accessory dwelling units may include portions of dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages; provided, that each unit complies with state building standards for dwellings. At least one accessory dwelling unit shall be permitted per lot within existing multifamily dwellings. Not more than two detached accessory dwelling units shall be permitted on lots with existing multifamily dwellings.
3. *Relationship to Primary Dwelling.*
 - a. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or

common roof. No passageway (as defined in California Government Code Section [65852.2](#)) is required in conjunction with the construction of an accessory dwelling unit.

b. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.

c. The city shall allow junior accessory dwelling units as defined in California Government Code Section [65852.22](#) to be constructed within the walls of the proposed or existing single-family residence with a separate entrance from the main entrance to the primary dwelling, an efficiency kitchen as defined herein, and shared or independent bathroom facilities.

4. *Height.*

a. A detached accessory dwelling unit is limited to sixteen feet in height. A detached accessory dwelling unit may be up to eighteen feet in height if it is (a) within one-half mile walking distance of a major transit stop or high quality transit corridor, or (b) on a lot that has an existing multifamily, multistory dwelling.

b. An attached accessory dwelling unit is limited to twenty-five feet in height or the height limitation that applies to the primary dwelling, whichever is lower.

~~An accessory unit is limited to sixteen feet in height; however, an accessory dwelling unit may be up to a maximum height limitation of twenty-four feet; provided, that it is constructed on a vacant lot in conjunction with a newly constructed primary single-family dwelling located on the same lot, and that the first story of the accessory dwelling unit structure includes parking for the unit and access to that parking is provided from the street with an unobstructed driveway or alleyway access of at least twelve feet in width.~~

5. *Maximum Unit Size.*

a. The maximum floor area for a studio or one-bedroom accessory dwelling unit shall be eight hundred fifty square feet, except accessory dwelling units which do not conform to subsections [\(A\)\(3\)\(d\)\(i\)](#) and [\(A\)\(3\)\(f\)\(iii\)](#) of this section which shall be limited to eight hundred square feet. The maximum floor area for an accessory dwelling unit of two bedrooms or more shall be one thousand square feet. In situations where an existing accessory structure is being converted to an accessory dwelling unit, an additional one hundred fifty square feet are allowed for expansion beyond the physical dimensions of the accessory dwelling unit, limited to providing ingress and egress only.

b. The maximum floor area of a junior accessory dwelling unit shall be five hundred square feet.

6. *Property Line Setbacks.*

a. No setback is required for an existing accessory structure or living area as defined herein that is converted to an accessory dwelling unit.

b. No setback is required for an accessory dwelling unit constructed in the same location and the same footprint as an existing accessory structure.

c. A minimum setback of four feet from the side and rear property lines is required for an accessory dwelling unit ~~twenty-four~~ twenty-five feet in height or less. If there is a recorded constraint, such as a no-build easement (e.g., public utility easement), then the recorded constraint prevails in determining the setback. Front ~~and street-side~~ yard setbacks shall be the

same as the underlying zoning district. An accessory dwelling unit in excess of ~~twenty-four~~ twenty-five feet in height shall comply with setback requirements of the main structure of the applicable zoning district.

7. *Parking.*

- a. Except as specified in this subsection, on-site parking for accessory dwelling units shall comply with all parking requirements in Chapter [17.44](#).
- b. On-site parking is not required for junior accessory dwelling units.
- c. In addition to on-site parking spaces required for the primary dwelling, one on-site parking space shall be provided for each accessory dwelling unit per unit or bedroom, whichever is less.
- d. On-site parking spaces for accessory dwelling units may be covered or uncovered, may be tandem, and may be located within the front, side, or rear setback areas unless there is a specific site or regional condition related to fire or life safety that would make parking in setback areas unsafe.
- e. No on-site parking is required for an accessory dwelling unit in the following cases:
 - i. The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - ii. The accessory dwelling unit is located within a National Register Historic District or other historic district officially designated by the city council.
 - iii. The accessory dwelling unit is constructed within the primary residence or within an accessory structure.
 - iv. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - v. A car-share vehicle pick-up/drop-off location is located within one block of the accessory dwelling unit.
 - vi. The accessory dwelling unit is part of an application to create a new single-family or multifamily dwelling on the same lot.

8. *Utility Connections.*

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

charge shall not exceed the reasonable cost of providing this service.

d. *Fire Sprinklers.* ~~The installation of fire sprinklers shall not be required in an accessory unit if sprinklers are not required for the primary residence~~ Accessory units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of a dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

9. *Septic Tank Disposal System.*

a. In areas where septic tank disposal systems are allowed due to lack of sanitary sewer lines, detached accessory dwelling units shall be served by separate and independent septic tank sewage disposal systems. All leach lines shall be designed and installed in accordance with current septic system requirements of the county of Monterey health department.

b. In other areas of the city, accessory dwelling units shall be connected to the sanitary sewer system through the existing lateral line serving the primary dwelling.

10. *Deed Restrictions.*

a. *Deed Restriction Required.* Before obtaining a building permit for an accessory unit, the property owner shall file with the county recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the current owner. The deed restriction shall state that:

i. The accessory unit may not be sold separately from the primary dwelling.

ii. The accessory unit is restricted to the approved size as set forth in subsection (A)(3)(e) of this section.

iii. The accessory unit shall not be rented for a period of less than thirty-one days.

iv. *Binding on Future Owners.* The above declarations shall be binding upon any successor in ownership of the property. Lack of compliance shall be cause for code enforcement and/or revoking the city's approval of the accessory unit.

11. *Fees.*

a. Impact fees shall not be imposed on an accessory dwelling unit less than seven hundred fifty square feet in size.

b. Impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.

FINDINGS

Staff finds that this project:

General Plan Compliance

1) General Plan Policy 2.31

“It is the City of Marina’s intent to promote construction of new housing that is environmentally and socially responsible.”

a. General Plan Policy 2.31.1

“In order to promote the social and fiscal well-being of the community, new housing shall be phased and shall provide for the needs of all economic groups.”

b. General Plan Policy 2.31.4

“New housing shall accommodate a broad range of lifestyles.”

c. General Plan Policy 2.31.6

“New housing shall be constructed at densities and in patterns which conserve land, reduce reliance on the private automobile, and result in walkable, attractive neighborhoods.”

Evidence: The development of ADUs and JADUs is consistent with General Plan Policy 2.31 in that accessory units are more environmentally sustainable and more accessible to a broad range of income groups than a traditional single-family house.

Zoning Compliance

2) Lateral consistency with Title 17, Section 17.42.040

Evidence: The amended ordinance is consistent with the state law and the City’s adopted standards for accessory units.

California Environmental Quality Act (CEQA) Compliance

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Section 15303(a) of the State CEQA Guidelines. Staff has determined that the exemption applies in this case because this Section exempts up to three single-family residences in urbanized areas.

RESOLUTION NO. 2023-06

A PLANNING COMMISSION RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT CHANGES TO SECTION 17.42.040 (ACCESSORY DWELLING UNITS) OF THE MARINA MUNICIPAL CODE. THE PROPOSED AMENDMENTS ARE EXEMPT FROM CEQA PER SECTION 15303(a).

WHEREAS, the adoption of SB 897 by the California State Legislature resulted in changes to state ADU laws pertaining to building height, parking standards, and fire sprinklers; and

WHEREAS, changes to the Marina Municipal Code are necessary to bring Section 17.42.040 (Accessory Dwelling Units) into compliance with state law; and

WHEREAS, the proposed amendments are consistent with state law, the Marina Municipal Code, and the Marina General Plan; and

WHEREAS, the project is exempt from CEQA per Section 15303(a) pertaining to second dwellings in urbanized areas.

NOW THEREFORE BE IT RESOLVED that the Planning Commission does hereby recommend that the City Council adopt changes to Section 17.42.040 (Accessory dwelling units) of the Marina Municipal Code.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 26th day of January 2023, by the following vote:

AYES, COMMISSIONERS: WOODSON, ST. JOHN, AMADEO, HUR, JACOBSEN

NOES, COMMISSIONERS: NONE

ABSENT, COMMISSIONERS: RANA, WALTON

ABSTAIN, COMMISSIONERS: NONE


Nancy Amadeo (Feb 10 2023 11:24 PST)

Nancy Amadeo, Chair

ATTEST:



Guido Persicone, AICP
Community Development Director
City of Marina

EXHIBIT A

FINDINGS

Staff finds that this project:

General Plan Compliance

1) General Plan Policy 2.31

"It is the City of Marina's intent to promote construction of new housing that is environmentally and socially responsible."

a. General Plan Policy 2.31.1

"In order to promote the social and fiscal well-being of the community, new housing shall be phased and shall provide for the needs of all economic groups."

b. General Plan Policy 2.31.4

"New housing shall accommodate a broad range of lifestyles."

c. General Plan Policy 2.31.6

"New housing shall be constructed at densities and in patterns which conserve land, reduce reliance on the private automobile, and result in walkable, attractive neighborhoods."

Evidence: The development of ADUs and JADUs is consistent with General Plan Policy 2.31 in that accessory units are more environmentally sustainable and more accessible to a broad range of income groups than a traditional single-family house.

Zoning Compliance

2) Lateral consistency with Title 17, Section 17.42.040

Evidence: The amended ordinance is consistent with the state law and the City's adopted standards for accessory units.

EXHIBIT B

17.42.040 Accessory dwelling units.

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

A. Accessory Dwelling Units.

1. Permits Required.

a. Accessory units consistent with the requirements of this section are allowed by right with the issuance of a building permit.

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

2. Permitted Zoning Districts.

a. Accessory dwelling units are permitted in any zoning district where single-family or multifamily dwellings are a permitted or conditionally permitted land use as identified in this title. Junior accessory dwelling units are permitted in any zoning district where single-family dwellings are a permitted or conditionally permitted land use as identified in this title.

3. Site and Design Standards.

a. *General.* Accessory units are subject to the same requirements that apply to primary dwellings on the same lot in the applicable zoning district except as specified in this section.

b. *Number of Accessory Units.* No more than one junior accessory dwelling unit and one accessory dwelling unit is permitted on a single lot with a single-family dwelling. Lots with existing multifamily dwellings shall have a number of internal or attached accessory dwelling units equal to twenty-five percent of the existing multifamily dwelling units. Fractions of units of one-half and above shall be rounded up. Accessory dwelling units may include portions of dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages; provided, that each unit complies with state building standards for dwellings. At least one accessory dwelling unit shall

be permitted per lot within existing multifamily dwellings. Not more than two detached accessory dwelling units shall be permitted on lots with existing multifamily dwellings.

c. Relationship to Primary Dwelling.

i. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof. No passageway (as defined in California Government Code Section 65852.2) is required in conjunction with the construction of an accessory dwelling unit.

ii. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.

iii. The city shall allow junior accessory dwelling units as defined in California Government Code Section 65852.22 to be constructed within the walls of the proposed or existing single-family residence with a separate entrance from the main entrance to the primary dwelling, an efficiency kitchen as defined herein, and shared or independent bathroom facilities.

d. Height.

i. A detached accessory dwelling unit is limited to sixteen feet in height. A detached accessory dwelling unit may be up to eighteen feet in height if it is (a) within one-half mile walking distance of a major transit stop or high quality transit corridor, or (b) on a lot that has an existing multifamily, multistory dwelling.

ii. An attached accessory dwelling unit is limited to twenty-five feet in height or the height limitation that applies to the primary dwelling, whichever is lower.

~~An accessory unit is limited to sixteen feet in height; however, an accessory dwelling unit may be up to a maximum height limitation of twenty-four feet; provided, that it is constructed on a vacant lot in conjunction with a newly constructed primary single-family dwelling located on the same lot, and that the first story of the accessory dwelling unit structure includes parking for the unit and access to that parking is provided from the street with an unobstructed driveway or alleyway access of at least twelve feet in width.~~

e. Maximum Unit Size.

i. The maximum floor area for a studio or one-bedroom accessory dwelling unit shall be eight hundred fifty square feet, except accessory dwelling units which do not conform to subsections (A)(3)(d)(i) and (A)(3)(f)(iii) of this section which shall be limited to eight hundred square feet. The maximum floor area for an accessory dwelling unit of two bedrooms or more shall be one thousand square feet. In situations where an existing accessory structure is being converted to an accessory dwelling unit, an additional one hundred fifty square feet are allowed for expansion beyond the physical dimensions of the accessory dwelling unit, limited to providing ingress and egress only.

ii. The maximum floor area of a junior accessory dwelling unit shall be five hundred square feet.

f. *Property Line Setbacks.*

- i. No setback is required for an existing accessory structure or living area as defined herein that is converted to an accessory dwelling unit.
- ii. No setback is required for an accessory dwelling unit constructed in the same location and the same footprint as an existing accessory structure.
- iii. A minimum setback of four feet from the side and rear property lines is required for an accessory dwelling unit ~~twenty-four~~twenty-five feet in height or less. If there is a recorded constraint, such as a no-build easement (e.g., public utility easement), then the recorded constraint prevails in determining the setback. Front and street side yard setbacks shall be the same as the underlying zoning district. An accessory dwelling unit in excess of ~~twenty-four~~twenty-five feet in height shall comply with setback requirements of the main structure of the applicable zoning district.

g. *Parking.*

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

f. The accessory dwelling unit is part of an application to create a new single-family or multifamily dwelling on the same lot.

h. *Utility Connections.*

i. *General.* An accessory unit shall not be considered a new residential use for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service, unless constructed in conjunction with a new single-family residence.

ii. *Accessory Units in Existing Space.* For accessory units within an existing primary dwelling, garage, or other accessory structure, the city shall not require an applicant to install a new or separate utility connection directly between the accessory unit and utility or impose a related connection fee or capacity charge.

iii. *Attached and Detached Accessory Dwelling Units.* Consistent with California Government Code Section 66013, a utility connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

iv. *Fire Sprinklers.* The installation of fire sprinklers shall not be required in an accessory unit if sprinklers ~~are~~ were not already required for the primary residence.

i. *Septic Tank Disposal System.*

i. In areas where septic tank disposal systems are allowed due to lack of sanitary sewer lines, detached accessory dwelling units shall be served by separate and independent septic tank sewage disposal systems. All leach lines shall be designed and installed in accordance with current septic system requirements of the county of Monterey health department.

ii. In other areas of the city, accessory dwelling units shall be connected to the sanitary sewer system through the existing lateral line serving the primary dwelling.

j. *Deed Restrictions.*

i. *Deed Restriction Required.* Before obtaining a building permit for an accessory unit, the property owner shall file with the county recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the current owner. The deed restriction shall state that:

a. The accessory unit may not be sold separately from the primary dwelling.

b. The accessory unit is restricted to the approved size as set forth in subsection (A)(3)(e) of this section.

c. The accessory unit shall not be rented for a period of less than thirty-one days.

ii. *Binding on Future Owners.* The above declarations shall be binding upon any successor in ownership of the property. Lack of compliance shall be cause for code enforcement and/or revoking the city's approval of the accessory unit.

k. *Fees.*

i. Impact fees shall not be imposed on an accessory dwelling unit less than seven hundred fifty square feet in size.

ii. Impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.

ADU_Ord_Update_PC_RESO 2023-06

Final Audit Report

2023-02-28

Created:	2023-02-28
By:	Alec Barton (abarton@cityofmarina.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARFoTE9yB9AfE2AwEE9ifWeaEU9-UBBrV

"ADU_Ord_Update_PC_RESO 2023-06" History

-  Document created by Alec Barton (abarton@cityofmarina.org)
2023-02-28 - 7:09:49 PM GMT
-  Document emailed to nancyamadeo@gmail.com for signature
2023-02-28 - 7:15:41 PM GMT
-  Email viewed by nancyamadeo@gmail.com
2023-02-28 - 7:23:38 PM GMT
-  Signer nancyamadeo@gmail.com entered name at signing as Nancy Amadeo
2023-02-28 - 7:24:31 PM GMT
-  Document e-signed by Nancy Amadeo (nancyamadeo@gmail.com)
Signature Date: 2023-02-28 - 7:24:33 PM GMT - Time Source: server
-  Document emailed to Guido Persicone (gpersicone@cityofmarina.org) for signature
2023-02-28 - 7:24:34 PM GMT
-  Email viewed by Guido Persicone (gpersicone@cityofmarina.org)
2023-02-28 - 7:27:38 PM GMT
-  Document e-signed by Guido Persicone (gpersicone@cityofmarina.org)
Signature Date: 2023-02-28 - 7:27:44 PM GMT - Time Source: server
-  Agreement completed.
2023-02-28 - 7:27:44 PM GMT



February 28, 2023

Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of March 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-
AUTHORIZING THE MAYOR TO SIGN A GRANT SUPPORT LETTER
FOR THE 2022 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE
(SAFER) FOR FIVE (5) FULL TIME FIREFIGHTERS AND A SECOND
GRANT APPLICATION FOR RECRUITMENT AND RETENTION OF
RESERVE FIREFIGHTERS; AND AUTHORIZING THE MAYOR TO
SIGN A SUPPORT LETTER FOR THE 2022 ASSISTANCE TO
FIREFIGHTERS GRANT PROGRAM STAFFING FOR ADEQUATE FIRE
AND EMERGENCY RESPONSE FOR RESERVE FIREFIGHTERS**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No: 2023- authorizing the Mayor to sign a support letter for the 2022 Assistance to Firefighter Grant Program Staffing for Adequate Fire and Emergency Response for five full time firefighters.
2. Consider authorizing the Mayor to sign a support letter for the 2022 Assistance to Firefighters Grant Program Staffing for Adequate Fire and Emergency Response for Reserve Firefighters.

BACKGROUND:

The Fiscal Year (FY) 2022 SAFER Grant Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. In addition, the grant assists departments efforts to meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720, as well as OSHA Respiratory standard 29 CFR 1910.134(g)(4)(ii)

In awarding grants, the FEMA Administrator is required to consider: The findings and recommendations of the Technical Evaluation Panel; The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire-related and other hazards; The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and, The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant. The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program also supports the goal of Readyng the Nation for Catastrophic Disasters.

To accomplish adequate protection from fire and fire-related hazards, fire departments help improve staffing and deployment capabilities to more effectively and safely respond to emergencies. With adequate staffing levels, recipients will experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

Given the City's critical need to increase Marina's fire staffing, a SAFER grant would help the City transition to a staffing level necessary to meet the needs of the city.

ANALYSIS:

We are requesting permission to apply for two grants, one for full time personnel and one for reserve firefighters.

We have been notified in writing that in August of 2023, the Presidio of Monterey (POM) Fire Department is relocating its nearby fire station to a new location that will limit their ability to respond to calls within Marina's city limits. This will further stretch Marina's fire response resources. POM serves as Marina's primary mutual aid partner but will now focus on its own service area and areas closer to Seaside. Currently, they are first into areas of south Marina because of their proximity. With the move, we will now be the primary responder to those areas from our current fire station locations.

Under the FY 2022 SAFER Grant Program for full time personnel only new, additional full-time positions or changes to the status of part-time or paid-on-call firefighters to full-time firefighters will be funded. Full-time positions are those that are scheduled for at least 2,080 hours per year (e.g., 40 hours per week, 52 weeks per year). The goal of the SAFER Program is to enhance incident scene safety; therefore, all applicants must certify that the primary assignment (more than 50 percent of time) of all SAFER-funded positions will be on an operational fire suppression vehicle, regardless of collateral duties.

If the City of Marina is awarded the SAFER Grant, one hundred percent of the usual annual cost of a first-year firefighter in the department will be covered. "Usual annual costs" includes the base salary (exclusive of non-FLSA overtime) and standard benefits package (including the average health, dental, and vision costs, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first year (i.e. entry-level) firefighters.

Awarded recipients have no obligation to retain the SAFER-funded positions after the conclusion of the 3-year period of performance for FY 2022 SAFER Awards.

Currently, the Marina Fire department staffs three shifts. These shifts consist of three personnel at Station One and two personnel at Station Two. Staffing at Station One is sufficient to be considered a "fully staffed engine company" while the limited staffing at Station Two constitutes "staffing for a squad". This staffing model does not allow the Marina Fire Department to meet the OSHA Respiratory standard 29 CFR 1910.134 until automatic aid or mutual aid is received.

The Fire Department has experienced a steady increase in demands for service over the past 10 years. The chart below shows service calls dating back to 2008 indicating a yearly increase in most years. See chart below.



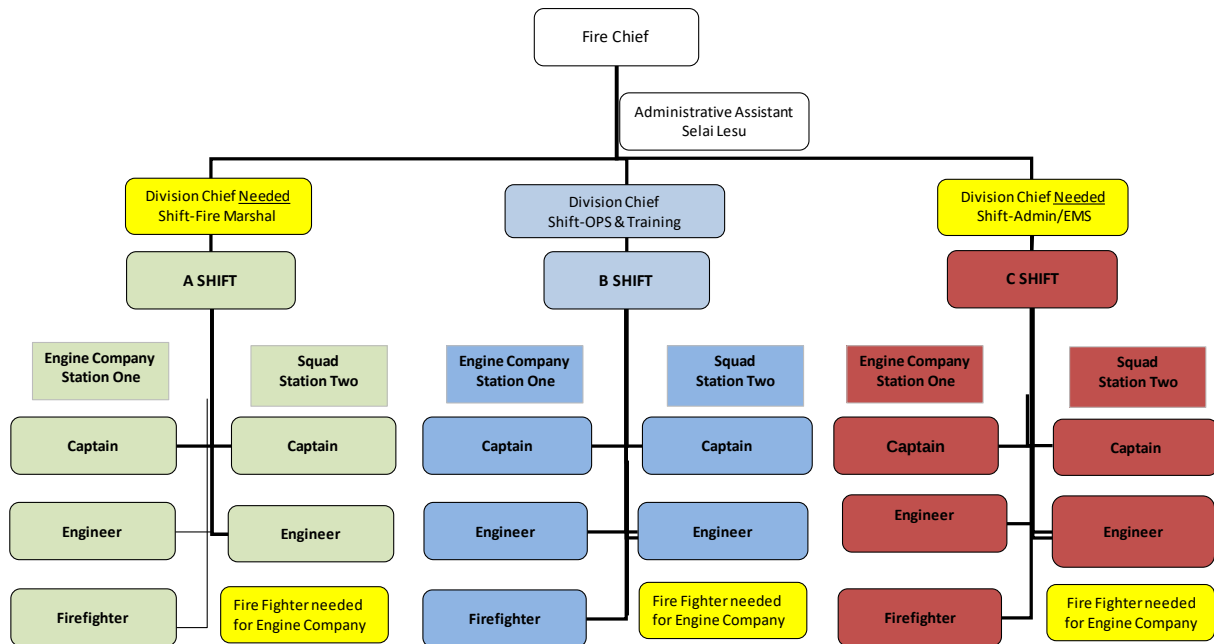
The Fire Department has also experienced a steady increase in overlapping calls (calls in which Marina's engine company is committed, and a second call comes in.) As the call volume increases, so does the number of our overlapping calls.



The supporting statistical data shows the yearly increase in calls for service and the correlating extended response times. The standard for response times is 5 minutes for a medical aid and 5:20 for a fire. This is in addition to the increased demands for Inspections, Prevention Activities, Community Safety, School Education and Safety, Community Risk Reduction, Pre-Fire Planning, Training and Maintenance, of which activities we are falling behind.

Our proposed Line Staffing Model is shown below with the requested positions in yellow:

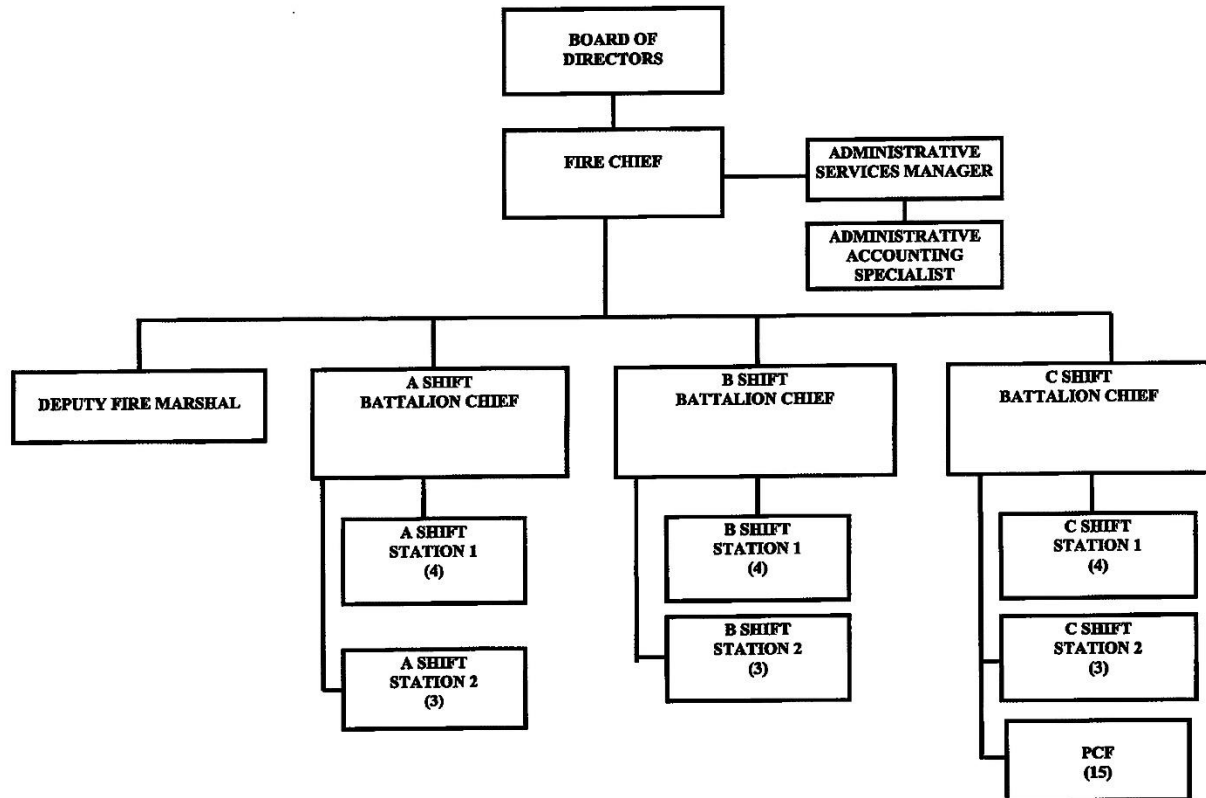
Marina Fire Department Organizational Chart



The goal of the staffing request is to provide a base line of fire service to the residents and visitors to the City of Marina. The organizational chart, shown above, will allow us to provide a base level of service 24 hours a day, 7 days a week.

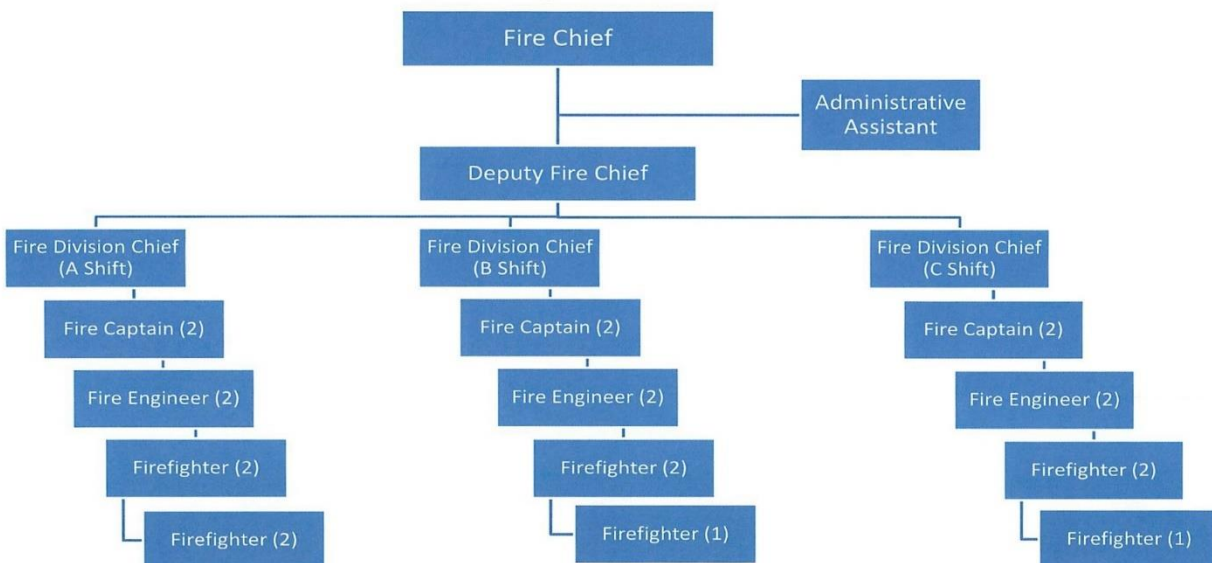
Similar departments have more staffing than the organizational chart shown above. For example Scotts Valley has two stations with one engine company in each station providing services for approximately 20,000 people. Scotts Valley has a Fire Chief, Deputy Fire Marshal, 3 Battalion Chiefs along with 3 additional firefighters in addition to our proposed organizational chart. Scotts Valley uses Battalion Chiefs instead of Division Chiefs.

**SCOTTS VALLEY FIRE PROTECTION DISTRICT
Organization Chart**



Seaside Fire, which runs an Engine and a Truck company out of one station, has the following organizational chart. They employ a Deputy Fire Chief and 4 additional firefighters in addition to our proposed organizational chart.

Fire Department



Successful delivery of fire protection services involves two major elements, Fire Prevention and Fire Suppression. Fire prevention can be defined as those “pre-fire activities that reduce the probability of fires occurring and help limit the loss of property and life in the fires that do occur.” Since fire prevention will never be 100 percent successful, it is necessary to support fire prevention goals with adequate fire suppression services. It is the objective of Fire Suppression Services to “get to the fire as quickly as possible and to extinguish it with minimum loss to life, the environment and property through firefighting activities.” The successful attainment of the goals of both prevention and suppression requires a balanced approach and commitment of resources.

Having too few companies or poorly staffed ones, can result in property and life loss beyond community accepted norms. Also, the cost of a firefighter’s death or disabling injury may far exceed the expense of a fire company resources. Firefighting resources are the asset that protects the economic and tax base, the environment, along with the health and welfare of the residents and visitors.

The proposed positions would fill needed gaps in our fire department services by filling the positions highlighted in yellow on the Marina Fire Department organization chart. The three firefighters would staff the 2nd engine company which will provide the city with two staffed engine companies. The minimum staffing necessary for engine company operations is three firefighters. The two Division Chief positions will fill the necessary administrative roles for Fire Marshal and EMS/Admin Chief along with the Operational duties of a Battalion Chief.

Division Chiefs fill a crucial role within the Fire Service and our Division Chiefs will serve a dual role fulfilling the duties and responsibilities of both a Battalion Chief and a Division Chief. The Battalion Chief duties mostly provide day to day operational functions. These duties include, but are not limited too, responding to emergencies, providing Incident Command, requesting Mutual Aid and ensuring that our City is always ready to respond to an emergency. They are also charged with daily risk assessment, accountability and communications. The National Institute for Occupational Safety and Health (NIOSH) has identified the top 5 causal factors of firefighter deaths and injuries on the fire ground. These 5 factors also repeatedly appear in Line of Duty Deaths (LODD) reports as main contributing factors. The operational NIOSH 5 factors are: Inadequate Risk Assessment, Poor Communications, Inadequate Command, Lack of Accountability, and Lack of SOG’s/Failure to Follow SOG’s. Each Division Chief will also be assigned a shift, making them responsible for daily operations ensuring that daily assigned training, inspections and staffing needs among others are addressed and to prevent these 5 causal factors from occurring. Two additional Division Chiefs positions will also allow us to respond to incidents that we are currently unable to respond to on a 24/7 basis. These incidents include vehicle accidents, fire alarms, unconfirmed structure fires, etc. With these positions we will modify our response procedures ensuring that a Chief Officer responds on initial dispatch to all calls that have the potential to be a significant safety risk to our firefighters or the residents and visitors to the City of Marina.

One Division’s Chief position will oversee Operations and Training for the department. Operations include duties such as how engine companies respond to calls, how the Incident Command system is utilized, response procedures, working with County 911 and the County Dedicated Dispatch Committee and the County Chiefs Operations committee. This Chief will also be responsible for maintaining and implementing the training program to ensure that we are keeping current on all the required trainings, tracking training hours and working with the County Training Officers to keep our firefighters current on required training along with keeping current

on new technologies and firefighting techniques. Currently each firefighter must complete approximately 3 hours of training per shift at a minimum.

Currently the City uses a contract Fire Marshal for Fire Prevention Services. The contract Fire Marshal mainly conducts plan checks and inspections. An internal department Fire Marshal would conduct plan checks and inspections as well as work on code compliance, prevention, preparedness, and fire risk assessment. Fire risk assessment would include fire prevention planning for our urban wildland interface, working with the Community Development Department to provide input into the General Plan along with a program to conduct Business Inspections. This position would also work with Red Cross to provide smoke detectors for those who need them, work with the schools for fire safety programs and organize the Departments open house. Today these activities are not being done at an acceptable level. We would also save on the cost of a contract Fire Marshal.

One Division Chief will oversee EMS Operations/Administrative Duties and Maintenance. The EMS component covers 70 % of our responses and we need to work closely with the County EMS agency to stay in compliance with the changing EMS laws and procedures. This position will also provide input into County EMS policy and procedures that affect the citizens of Marina. This position will also be responsible for EMS Quality Assurance. The Administrative component will require the Division Chief to work with the Fire Chief to bring our policies and procedures up to date and then to keep them current every year to stay in compliance with applicable rules and regulations. This position will also be in charge of all of the Special Program Management Committees, such as the Self-Contained Breathing Apparatus committee, Ladder testing committee, Hose Testing committee and will oversee our fleet maintenance by working with the specialized Fire Mechanics to keep our fleet up to date and on the road.

While the City's SAFER Grant application would be for the funding of five (5) full-time firefighters, we would actually fill these 5 positions with 3 Firefighters and 2 Division Chiefs. The Grant would cover the cost of 5 firefighters and the City would be required to pay the difference in personnel costs between 2 of the Firefighters and the 2 Division Chiefs. This allows the City to leverage grant funds to establish a stronger organizational structure that better suits the department's needs.

Firefighting is a 24/7 activity and to meet service requirements, it is recommended that the City Council authorize staff to apply for a SAFER Grant for five firefighter positions and to apply for a SAFER Grant to hire and retain Reserve Fire Fighters.

FISCAL IMPACT:

Based on current personnel expense projections, the City would incur approximately \$650 thousand in unfunded expenses over the life of the 3-year grant.

	Year 1	Year 2	Year 3	Total
Add'l Staff Expenses (3 Firefighters & 2 Div. Chiefs)	\$859,000	\$901,950	\$947,048	\$2,707,998
SAFER Grant Reimbursement (5 Firefighters)	(665,000)	(685,000)	(705,000)	(2,055,000)
Marina City Annual Cost	\$194,000	\$216,950	\$242,048	\$652,998

If the City chooses to retain the fire staff when the grant ends, the City would incur about \$750 thousand in annual unfunded expenses. These expenses would be ongoing for budget management purposes.

	Year 3	Year 4 (Post-Grant)	<i>Post-Grant Variance</i>
Add'l Staff Expenses (3 Firefighters & 2 Div. Chiefs)	\$947,048	\$994,400	\$47,352
SAFER Grant Reimbursement (5 Firefighters)	(\$705,000)	\$0	\$705,000
Marina City Annual Cost	\$242,048	\$994,400	\$752,352

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Juan Lopez
Finance Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE MAYOR TO SIGN A SUPPORT LETTER FOR THE 2022 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) FOR FIVE (5) FULL TIME FIREFIGHTERS AND A SECOND GRANT APPLICATION FOR RECRUITMENT AND RETENTION OF RESERVE FIREFIGHTERS

WHEREAS, the Federal Emergency Management Agency and the United States Fire Administration provides Assistance to Firefighters Grant Program to fire departments on an annual basis, and;

WHEREAS, the purpose of the Staffing for Adequate Fire and Emergency Response (SAFER) program is to provide grants to fire service agencies for financial assistance to hire firefighter staffing, and;

WHEREAS, the goal of the grant program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, assuring communities have adequate protection from fire and fire related hazards, and;

WHEREAS, additional staffing will assist our departments efforts to meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720, as well as OSHA Respiratory standard 29 CFR 1910.134(g)(4)(ii), and;

WHEREAS, SAFER funding will pay one hundred percent of the salary and benefit costs for newly hired firefighters (exclusive of overtime) for the first three years, and;

WHEREAS, the fire department will request that fire (5) firefighter positions be added with support from a safer grant, and;

WHEREAS, there is no obligation to commit to retaining SAFER-funded firefighters beyond the period of performance which is three years, and;

WHEREAS, a SAFER grant to recruit and retain Reserve Firefighters is necessary to hire new Reserve Firefighters; and,

WHEREAS, should the City Council approve this request and the grant is awarded, anticipated notification will occur in July or August of 2023. Should the Fire Department receive the grant award, the Fire Department will return to the City Council for consideration of approval to receive the grant, request the necessary appropriations and make any necessary budgetary adjustments.

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

1. Authorize the Mayor to sign a support letter for the 2022 Assistance to Firefighters Grant Program Staffing for Adequate Fire and Emergency Response for five full time firefighters.

2. Authorize the Mayor to sign a support letter for the 2022 Assistance to Firefighters Grant Program Staffing for Adequate Fire and Emergency Response for Reserve Firefighters.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 7th day of March 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



CITY OF MARINA
211 Hillcrest Avenue
Marina, Ca 93933
831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

March 7, 2023

Assistance to Firefighters Grants Branch

Dear Assistance to Firefighters Grant Branch

Please allow this letter to serve as verification that we, the governing body of this organization, is aware of and in support of this Staffing for Adequate Fire and Emergency Response (SAFER) grant application to hire five full time firefighters. We have been made aware of the parameters governing the administration of this grant and hereby agree to said parameters.

We understand that the term of the grant is three years. We also understand that the grant does not pay for Overtime Cost. Please note that we fully intend to keep the SAFER positions at the end of the performance period.

Furthermore, we understand that there shall be no layoffs during the three-year period of performance.

Thank you for your consideration.

Warm Regards,

Bruce Delgado, Mayor
City of Marina



CITY OF MARINA
211 Hillcrest Avenue
Marina, Ca 93933
831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

March 7, 2023

Assistance to Firefighters Grants Branch

Dear Assistance to Firefighters Grants,

Please allow this letter to serve as verification that we, the governing body of this organization, is aware of and in support of this Staffing for Adequate Fire and Emergency Response (SAFER) grant application for Reserve Firefighters. We have been made aware of the parameters governing the administration of this grant and hereby agree to said parameters.

We understand that the term of the grant is three years and is designed to recruit and retain Reserve Firefighters. Please note that we fully intend to keep any Reserve Firefighters active at the end of the performance period.

Thank you for your consideration.

Warm Regards,

Bruce Delgado, Mayor
City of Marina

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of March 7, 2023

CITY COUNCIL TO CONSIDER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING WITH THE MARINA EQUESTRIAN ASSOCIATION (MEA) FOR EQUESTRIAN BOARDING AT A DESIGNATED CITY-OWNED PROPERTY; AND DIRECTING THE CITY MANAGER TO RETURN TO CITY COUNCIL WITH A RESOLUTION TO CONSIDER ADOPTION OF A MUTUALLY AGREEABLE MOU BETWEEN THE CITY AND MEA.

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, authorizing the City Manager, or his designee, to negotiate a Memorandum of Understanding (MOU) with the Marina Equestrian Association (MEA) for the provision of equestrian boarding and related uses, and
2. Directing the City Manager to return to Council with a resolution to consider adoption of a mutually agreeable MOU between the City and MEA.

BACKGROUND:

As a companion effort to finalizing the new concessionaire agreement with Chapparral Country Corporation to provide public facilities and programs at the Marina Equestrian Center (MEC) Park, staff has been assessing the possibility of constructing boarding stables adjacent to the MEC on city-owned land so that the Marina Equestrian Association (MEA) can continue to provide equestrian boarding-related services. The adjacent property consists of approximately 3 acres of land bordering the Las Animas Concrete plant (at the former Fort Ord Stockade) that can be readied for equestrian uses (“**EXHIBIT A**”).

(For background information, see Item 11C from the regularly scheduled City Council meeting of October 18, 2022.)

ANALYSIS:

Staff has engaged a consultant, Baker Tilly (formerly Management Partners), to assist with implementing short- and longer-term plans to construct equestrian boarding facilities and associated infrastructure through a leasing arrangement with MEA. The first substantive step in this process is to negotiate an MOU with MEA to provide the structure for determining mutually beneficial terms and conditions for constructing and maintaining equestrian use facilities on the designated parcel. The MOU will establish roles and responsibilities for each party.

Approval of staff’s recommendations will allow staff to engage with MEA to negotiate terms of the MOU and return to Council with a resolution to recommend signature execution of the agreement, at which time lease discussions can commence.

FISCAL IMPACT:

The fiscal impact related to the recommended City Council action is limited to the professional services effort of Baker Tilly which can be paid for out of CIP QLP 2018 which has sufficient funding. The Baker Tilly effort is currently limited to less than \$25,000. Once an MOU is approved, staff will enter into lease negotiations with MEA and provide Council with a fiscal impact estimate based on current assumptions.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

CITY COUNCIL TO CONSIDER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING WITH THE MARINA EQUESTRIAN ASSOCIATION (MEA) FOR EQUESTRIAN BOARDING AT A DESIGNATED CITY-OWNED PROPERTY; AND DIRECTING THE CITY MANAGER TO RETURN TO CITY COUNCIL WITH A RESOLUTION TO CONSIDER ADOPTION OF A MUTUALLY AGREEABLE MOU BETWEEN THE CITY AND MEA.

WHEREAS, as a companion effort to finalizing the new concessionaire agreement with Chapparral Country Corporation to provide public facilities and programs at the Marina Equestrian Center (MEC) Park, staff has been assessing the possibility of constructing boarding stables adjacent to the MEC on city-owned land so that the Marina Equestrian Association (MEA) can continue to provide equestrian boarding-related services, and;

WHEREAS, staff has engaged a consultant, Baker Tilly (formerly Management Partners), to assist with implementing short- and longer-term plans to construct equestrian boarding facilities and associated infrastructure through a leasing arrangement with MEA, and;

WHEREAS, the first substantive step in this process is to negotiate an MOU with MEA to provide the structure for determining mutually beneficial terms and conditions for constructing and maintaining equestrian use facilities on the designated parcel, and;

WHEREAS, approval of staff's recommendations will allow staff to engage with MEA to negotiate terms of the MOU and return to Council with a resolution to recommend signature execution of the agreement, at which time lease discussions can commence.

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

1. Authorize the City Manager, or his designee, to negotiate a Memorandum of Understanding (MOU) with the Marina Equestrian Association (MEA) for the provision of equestrian boarding and related uses, and
2. Direct the City Manager to return to Council with a resolution to consider adoption of a mutually agreeable MOU between the City and MEA.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 7th day of March 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A

N

