



AGENDA

Wednesday, July 5, 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 COMMENT ON CLOSED SESSION:
4. CLOSED SESSION:
 - a. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: Los Animas Concrete, 499 9th Street, Marina, CA
Negotiating Party: Paul J. Bruno
Negotiator(s): City Manager
Terms: Price and Terms
 - ii. Property: Desert Star Systems
Negotiating Party: Marco Flagg
Negotiator(s): City Manager
Terms: Price and Terms
 - iii. Property: Commercial Property at southeast corner of Del Monte Blvd. and Palm Ave. (APN:031-303-038)
Negotiating Party: George Powell
Negotiator(s): City Manager
Terms: Price and Terms
 - iv. Property: Marina Municipal Airport, APN: 031-111-036-000
Negotiating Party: Central Coast Community Energy (3CE)
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:**
 - a. July 4th Post Report-out Presentation
 - b. Joby Aero Inc. Update
 - c. Certificate of Adjournment – Lenore Masterson
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 102633-102697, totaling \$868,496.45.
 - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) June 20, 2032, Regular City Council Meeting
 - c. **CLAIMS AGAINST THE CITY:**
 - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Sunny Siahatgar for a claim received on June 22, 2023.
 - d. **AWARD OF BID:** None
 - e. **CALL FOR BIDS:** None
 - f. **ADOPTION OF RESOLUTIONS:**
 - (1) Adopting Resolution No. 2023-, authorizing staff to submit an application to AMBAG for the Regional Early Action Program Planning 2.0 (REAP 2.0) Grant Program to contribute funding toward projects designed to increase affordable housing in the city.

- (2) Adopting Resolution No. 2023-, approving the recording of a Conservation Easement to mitigate impacts of the Imjin Parkway Widening Project pursuant to California Department of Fish and Wildlife Incidental Take Permit # 2081-2019-007-04 on properties consisting of Accessor's Parcel Numbers #031-101-039, 031-101-041, and 031-101-056 for approximately 61.5± acres subject to final review by legal counsel, and authorizing the City Manager to execute all documentation on behalf of the city council subject to final review and approval by the City Attorney.
 - (3) Adopting Resolution No. 2023-, authorizing the acceptance of a fiscal year 2022 Assistance to Firefighters (AFG) grant #EMW-2022-FG-08889.
 - (4) Adopting Resolution No. 2023-, approving the relocation of public utility agreement/easement on City properties for utility improvements benefiting the Imjin Parkway Widening Project.
- g. APPROVAL OF AGREEMENTS:
- 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):
 - (1) Read by Title Only and adopting Ordinance No. 2023-08, repealing and replacing Marina Municipal Code Chapter 13.22 Marina Municipal Airport and adopting Rules and Regulations and Minimum Operating Standards by reference.
- m. APPROVE APPOINTMENTS:
 - (1) Amending "Exhibit A" to Resolution No. 2022-158, approving Mayor's 2023 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.
- 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. City Council review the draft sixth cycle housing element and consider adopting Resolution No. 2023-, recommending that the City Council review the Draft Sixth Cycle Housing Element and forward it to State HCD to begin a ninety-day review period.
- 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. Police Chief Recruitment Update

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: In memory of Lenore Masterson

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, June 30, 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, July 18, 2023

Tuesday, October 3, 2023

Tuesday, October 17, 2023

****Wednesday, August 2, 2023**

Tuesday, November 7, 2023

Tuesday, August 15, 2023

Tuesday, November 21, 2023

***Wednesday, September 6, 2023**

Tuesday, December 5, 2023

Tuesday, September 19, 2023

Tuesday, December 19, 2023

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

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

C I T Y H A L L 2 0 2 3 H O L I D A Y S (City Hall Closed)

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

July 20, 2023
August 17, 2023

September 21, 2023
October 19, 2023

November 16, 2023
December 21, 2023

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.

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
(Cancelled)
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.

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.

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.

July 13, 2023

October 12, 2023

City of Marina

Adjournment in Remembrance

PRESENTED TO THE FAMILY OF

Lenore Masterson

*The Marina City Council adjourned the meeting of July 5, 2023 in remembrance
of Lenore Masterson. She is dearly missed and cherished by all of us.*

PRESENTED BY

Bruce C. Delgado
Mayor

Cristina Medina Dirksen
Mayor Pro Tem

Kathy Y. Biala
Council Member

Brian McCarthy
Council Member

Liesbeth Visscher
Council Member



Dated this 5th day of July 2023

July 5, 2023



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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										
11714 - Advisian, Inc. - Worley Group, Inc.	437424	Professional Services - MPWSP - February 2023	Paid by EFT # 3395		03/06/2023	06/16/2023	06/16/2023		06/22/2023	8,500.00
11714 - Advisian, Inc. - Worley Group, Inc.	456343	Professional Services - MPWSP - May 2023	Paid by EFT # 3395		06/13/2023	06/16/2023	06/16/2023		06/22/2023	55,928.20
Account 6300.465 - Prof Svc Legal - Special Counsel Totals									Invoice Transactions 2	\$64,428.20
Account 6300.570 - Prof Svc Other										
11865 - TeamCivX	1079	Bond Measure Consulting Fee	Paid by Check # 102675		06/01/2023	06/05/2023	06/05/2023		06/22/2023	3,750.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$3,750.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2023-00001316	Monthly Verizon Bill- 308174766	Paid by EFT # 3404		06/21/2023	06/21/2023	06/21/2023		06/22/2023	244.83
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$244.83
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 4	\$68,423.03
Division 000 - Non-Div Totals									Invoice Transactions 4	\$68,423.03
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 4	\$68,423.03
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10592 - U.S. Bank Equipment Finance-US Bancorp	502460603	CDD Copier Lease Payment - June 2023	Paid by Check # 102678		05/30/2023	06/05/2023	06/05/2023		06/22/2023	216.32
Account 6360.076 - Maint & Repairs Copier Totals									Invoice Transactions 1	\$216.32
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$216.32
Division 000 - Non-Div Totals									Invoice Transactions 1	\$216.32
Department 125 - I. T. Totals									Invoice Transactions 1	\$216.32
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-12	Service 6/5-15/2023	Paid by EFT # 3400		06/16/2023	06/15/2023	06/15/2023		06/22/2023	3,325.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals									Invoice Transactions 1	\$3,325.00



Accounts Payable by G/L Distribution Report

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Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2023-00001316	Monthly Verizon Bill-308174766	Paid by EFT # 3404		06/21/2023	06/21/2023	06/21/2023		06/22/2023	609.88
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$609.88
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$3,934.88
Division 000 - Non-Div Totals							Invoice Transactions 2			\$3,934.88
Department 130 - Finance Totals							Invoice Transactions 2			\$3,934.88
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10257 - Goldfarb & Lipman	464626	Marina Heights - May 2023	Paid by Check # 102679		06/13/2023	06/14/2023	06/14/2023		06/22/2023	1,152.00
10257 - Goldfarb & Lipman	464625	General File - May 2023	Paid by Check # 102679		06/13/2023	06/14/2023	06/14/2023		06/22/2023	1,440.00
10257 - Goldfarb & Lipman	464627	The Dunes - May 2023	Paid by Check # 102679		06/13/2023	06/14/2023	06/14/2023		06/22/2023	4,666.04
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions 3			\$7,258.04
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			\$7,258.04
Division 000 - Non-Div Totals							Invoice Transactions 3			\$7,258.04
Department 150 - City Attorney Totals							Invoice Transactions 3			\$7,258.04
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11835 - Environmental Innovations, Inc.	2107	Solid Waste Management Services	Paid by Check # 102648		06/08/2023	06/08/2023	06/08/2023		06/22/2023	2,970.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$2,970.00
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20087717	CALNET3-9391023436 (239-461-6578)	Paid by Check # 102637		06/13/2023	06/20/2023	06/20/2023		06/22/2023	63.82
10758 - AT & T CALNET3	20097912	CALNET3-9391023482 (884-0985)	Paid by Check # 102637		06/15/2023	06/21/2023	06/21/2023		06/22/2023	26.72
10758 - AT & T CALNET3	20097914	CALNET3-9391023485 (884-2573)	Paid by Check # 102637		06/15/2023	06/21/2023	06/21/2023		06/22/2023	27.76



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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	20097919	CALNET3-9391023490 (884-9568)	Paid by Check # 102637		06/15/2023	06/21/2023	06/21/2023		06/22/2023	50.35
10758 - AT & T CALNET3	20097920	CALNET3-9391023491 (884-9654)	Paid by Check # 102637		06/15/2023	06/21/2023	06/21/2023		06/22/2023	87.72
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 5
										\$256.37
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 23 - 562-0	PG&E - 4758891562-0	Paid by Check # 102665		06/10/2023	06/20/2023	06/20/2023		06/22/2023	941.78
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 1
										\$941.78
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000325	2800 2nd Ave	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	47.90
10432 - Monterey One Water - former MRWPCA	13-000143	3220 Imjin Rd	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	28.80
10432 - Monterey One Water - former MRWPCA	12-003949	209 Cypress Ave	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	95.80
10432 - Monterey One Water - former MRWPCA	12-003245	3254 Abdy Way	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	47.90
10432 - Monterey One Water - former MRWPCA	12-001708	304 Hillcrest Ave	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	47.90
10432 - Monterey One Water - former MRWPCA	12-003451	0 Seaside Ave & Reservation Rd	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	47.90
10432 - Monterey One Water - former MRWPCA	13-002930	3200 Imjin Rd	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	958.00
10432 - Monterey One Water - former MRWPCA	12-000192	3200 Del Monte Blvd	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	47.90
10432 - Monterey One Water - former MRWPCA	12-001627	211 Hillcrest Ave	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	191.60
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 9
										\$1,513.70
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	305018780001	20 Case of Copier Paper	Paid by Check # 102664		06/07/2023	06/14/2023	06/14/2023		06/22/2023	1,166.57
10469 - Stordok	53547490	Document Shredding Services - City Hall	Paid by Check # 102674		06/01/2023	06/05/2023	06/05/2023		06/22/2023	65.00
10469 - Stordok	53547482	Document Shredding Services - City Hall	Paid by Check # 102674		05/25/2023	06/05/2023	06/05/2023		06/22/2023	65.00
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 3
										\$1,296.57
Account 6400.635 - Material & Suppl Postage Shipping										
10480 - Pitney Bowes	3106103492	Postage Meter Lease Payment - June 2023	Paid by Check # 102666		05/30/2023	06/05/2023	06/05/2023		06/22/2023	1,375.38



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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	06-14-23	Postage Meter Refill	Paid by Check # 102669		06/14/2023	06/14/2023	06/14/2023		06/22/2023	1,500.00
Account 6400.635 - Material & Suppl Postage Shipping Totals										Invoice Transactions 2
										\$2,875.38
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	760724	Remote Access New Code Entry - City Hall	Paid by EFT # 3399		06/09/2023	06/20/2023	06/20/2023		06/22/2023	35.00
10239 - First Alarm	760723	Remote Access New Code Entry - City Hall	Paid by EFT # 3399		06/09/2023	06/20/2023	06/20/2023		06/22/2023	35.00
Account 6600.010 - Other Charges Alarm Totals										Invoice Transactions 2
										\$70.00
Account 6600.460 - Other Charges Legal Notices & Pub										
10270 - Monterey County Herald	0006754977	Public Hearing Notice - Firework Cost Recovery	Paid by Check # 102659		05/27/2023	06/05/2023	06/05/2023		06/22/2023	268.24
10270 - Monterey County Herald	0006750343	Public Hearing Notice - Airport Ordinance	Paid by Check # 102659		05/05/2023	06/05/2023	06/05/2023		06/22/2023	180.37
10270 - Monterey County Herald	0006751066	Cypress Cove II	Paid by Check # 102659		05/06/2023	06/08/2023	06/08/2023		06/22/2023	226.61
10270 - Monterey County Herald	0006751069	Monterey Bay Estates	Paid by Check # 102659		05/06/2023	06/08/2023	06/08/2023		06/22/2023	231.24
10270 - Monterey County Herald	0006751072	Seabreeze	Paid by Check # 102659		05/06/2023	06/08/2023	06/08/2023		06/22/2023	231.24
Account 6600.460 - Other Charges Legal Notices & Pub Totals										Invoice Transactions 5
										\$1,137.70
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 28
										\$11,061.50
Division 000 - Non-Div Totals										Invoice Transactions 28
										\$11,061.50
Department 190 - Citywide Non-Dept Totals										Invoice Transactions 28
										\$11,061.50
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10987 - J.P. Cooke Company	778036	Job #1281852	Paid by Check # 102651		04/24/2023	06/21/2023	06/21/2023		06/22/2023	167.78
10334 - Lexis Nexis Risk Solutions	1308841-20230430	Billing ID #1308841	Paid by Check # 102653		04/30/2023	06/21/2023	06/21/2023		06/22/2023	150.00
10342 - Monterey County Peace Officers Association-MCPOA	2023032R	Marina 2023	Paid by Check # 102660		05/31/2023	06/21/2023	06/21/2023		06/22/2023	315.00
10342 - Monterey County Peace Officers Association-MCPOA	2023020R	Marina 2023	Paid by Check # 102660		05/31/2023	06/21/2023	06/21/2023		06/22/2023	315.00
10456 - Shred-it USA - Stericycle, Inc.	8003930768	Cust #1000200361	Paid by Check # 102671		05/18/2023	06/21/2023	06/21/2023		06/22/2023	162.03
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 5
										\$1,109.81



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Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10239 - First Alarm	757022	Monitoring services at station 2 - 01/01/23 to 09/30/23	Paid by EFT # 3399		06/15/2023	06/21/2023	06/21/2023		06/22/2023	133.47
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			<u>\$133.47</u>
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20097943	CALNET3-9391023435 (237-267-6922)	Paid by Check # 102637		06/15/2023	06/21/2023	06/21/2023		06/22/2023	170.73
10374 - Maynard Group Inc.	IN2037053	Acct #AC3746	Paid by Check # 102656		06/01/2023	06/21/2023	06/21/2023		06/22/2023	669.86
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 2			<u>\$840.59</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
11324 - Wex Bank (former Chevron Fuel Cards)	89299400	Acct #0496-00-52150-7	Paid by EFT # 3405		05/23/2023	06/21/2023	06/21/2023		06/22/2023	584.24
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			<u>\$584.24</u>
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	10954	Bluetooth Keyboard for Briefing Room	Paid by EFT # 3402		05/31/2023	06/21/2023	06/21/2023		06/22/2023	120.18
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions 1			<u>\$120.18</u>
Account 6400.565 - Material & Suppl Office Supplies										
10730 - AlphaCard Systems	INV7085625	Cust #1111813544	Paid by Check # 102634		05/25/2023	06/21/2023	06/21/2023		06/22/2023	21.13
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 1			<u>\$21.13</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10225 - Entenmann-Rovin Co.	0170584-IN	Cust #0011162	Paid by Check # 102647		01/04/2023	06/21/2023	06/21/2023		06/22/2023	233.68
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 1			<u>\$233.68</u>
Account 6600.485 - Other Charges Medical Svc - Investigations										
11764 - Kurt Ashley - Secure SOLUTIONS	000438	Marina PD	Paid by Check # 102652		12/12/2022	06/21/2023	06/21/2023		06/22/2023	1,553.42
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions 1			<u>\$1,553.42</u>
Account 6600.780 - Other Charges Transcription Svc										
10544 - SpeakWrite	400e5e4f	City of Marina CA Police Dept Billing Acct	Paid by Check # 102673		06/01/2023	06/21/2023	06/21/2023		06/22/2023	926.61
Account 6600.780 - Other Charges Transcription Svc Totals							Invoice Transactions 1			<u>\$926.61</u>
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	04-23-23	Monthly Maintenance K-9 Training - April	Paid by Check # 102654		04/23/2023	06/21/2023	06/21/2023		06/22/2023	250.00



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Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	05-29-23	Monthly Maintenance	Paid by Check # 102654		05/29/2023	06/21/2023	06/21/2023		06/22/2023	250.00
10899 - Monterey County Animal Services	04-17-23	K-9 Training - May City of Marina - 3rd Qt FY 2022-23	Paid by Check # 102657		04/17/2023	06/21/2023	06/21/2023		06/22/2023	5,497.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc Totals							Invoice Transactions	3		\$5,997.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	17		\$11,520.13
Division 000 - Non-Div Totals							Invoice Transactions	17		\$11,520.13
Department 210 - Police Totals							Invoice Transactions	17		\$11,520.13
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	123210	Plan review & inspection for Joby Hydro Refueling Facility	Paid by Check # 102642		06/07/2023	06/19/2023	06/19/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123211	Plan review & inspection at Promenade Bldg A (shell only)	Paid by Check # 102642		06/06/2023	06/19/2023	06/19/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123212	Plan review & inspection at Promenade Bldg B (shell only)	Paid by Check # 102642		06/06/2023	06/19/2023	06/19/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123213	Plan review & inspection at Promenade Bldg D (shell only)	Paid by Check # 102642		06/06/2023	06/19/2023	06/19/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123214	Plan review & inspection at Promenade Bldg E (shell only)	Paid by Check # 102642		06/06/2023	06/19/2023	06/19/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123215	Plan review & inspection at Promenade Bldg F (shell only)	Paid by Check # 102642		06/06/2023	06/19/2023	06/19/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123216	Plan review & inspection at Promenade Bldg G (shell only)	Paid by Check # 102642		06/19/2023	06/19/2023	06/19/2023		06/22/2023	200.00



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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 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123217	Plan review and inspection for 3108 Seacrest Apts 72	Paid by Check # 102642		06/07/2023	06/19/2023	06/19/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	23-L	Apartment Inspections (25)	Paid by Check # 102642		06/07/2023	06/19/2023	06/19/2023		06/22/2023	1,875.00
10841 - Carmel Fire Protection Associates - Art Black	123224	Plan review only at Rooftop Promenade Plan 4-B	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123225	Plan review only at Rooftop Promenade Plan 3-A	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123226	Plan review only at Rooftop Promenade Plan 4-A	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123227	Plan review only at Rooftop Promenade Plan 5-B	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123228	Plan review only at Rooftop Promenade Plan 6-A	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123232	Plan review and inspection at Sanctuary Hotel TI	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123234	Plan review & inspection at Epic Wireless Generator Replacement	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10841 - Carmel Fire Protection Associates - Art Black	123233	Plan review & inspection at Joby Storage Racks/Heating System	Paid by Check # 102642		06/16/2023	06/21/2023	06/21/2023		06/22/2023	200.00
10171 - CSG Consultants	51421	Fire Inspections by CSG: Eric Rodewald	Paid by EFT # 3397		06/13/2023	06/21/2023	06/21/2023		06/22/2023	1,900.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	18		\$6,975.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	18		\$6,975.00
Division 000 - Non-Div Totals							Invoice Transactions	18		\$6,975.00
Department 250 - Fire Totals							Invoice Transactions	18		\$6,975.00



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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 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	085517	Keys	Paid by Check # 102633		06/08/2023	06/08/2023	06/08/2023		06/22/2023	25.13
10728 - Ace Hardware-Public Works	085526	Batteries	Paid by Check # 102633		06/09/2023	06/08/2023	06/08/2023		06/22/2023	25.11
10728 - Ace Hardware-Public Works	085486	Supplies	Paid by Check # 102633		06/06/2023	06/08/2023	06/08/2023		06/22/2023	32.74
10728 - Ace Hardware-Public Works	085491	Sealant	Paid by Check # 102633		06/06/2023	06/12/2023	06/12/2023		06/22/2023	18.56
10034 - American Supply Co.	0177319	Shop Supplies	Paid by Check # 102635		06/08/2023	06/12/2023	06/12/2023		06/22/2023	1,718.28
10181 - Dave's Repair Service	35249DG	Monthly Site Inspections as Designated Operator	Paid by Check # 102646		06/05/2023	06/12/2023	06/12/2023		06/22/2023	230.00
10239 - First Alarm	760411	Corp Yard	Paid by EFT # 3399		06/15/2023	06/21/2023	06/21/2023		06/22/2023	356.58
10580 - Tri County Fire Protection	SY106177	3200 Del Monte Blvd	Paid by Check # 102677		05/04/2023	06/08/2023	06/08/2023		06/22/2023	161.77
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals								Invoice Transactions	8	\$2,568.17
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10196 - State Labor Commissioner California Department of Industrial Relations	40-77523-859	Precision Grade Audit	Paid by Check # 102641		06/16/2023	06/20/2023	06/20/2023		06/22/2023	300.00
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals								Invoice Transactions	1	\$300.00
Account 6360.440 - Maint & Repairs Landscape General										
10230 - Ewing	19679704	PVC	Paid by Check # 102649		06/09/2023	06/08/2023	06/08/2023		06/22/2023	247.25
Account 6360.440 - Maint & Repairs Landscape General Totals								Invoice Transactions	1	\$247.25
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056034 060823	3240 De Forest Road	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	303.56
10349 - Marina Coast Water District	000056014 060823	3200 Del Monte Blvd	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	1,752.36
10349 - Marina Coast Water District	000056011 060823	3254 Abdy Way (Tate- Park Irrigation)	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	3,297.68
10349 - Marina Coast Water District	000056098 060823	3254 Abdy Way (Tate Park-Building)	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	52.60
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions	4	\$5,406.20
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	14	\$8,521.62
Division 311 - Buildings & Grounds Totals								Invoice Transactions	14	\$8,521.62



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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 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-987552	Oil Filter	Paid by Check # 102663		06/08/2023	06/08/2023	06/08/2023		06/22/2023	5.43
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-987554	Brakes	Paid by Check # 102663		06/08/2023	06/08/2023	06/08/2023		06/22/2023	44.44
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 2	\$49.87
Account 6360.850 - Maint & Repairs Vehicle										
10176 - Cypress Coast Ford Lincoln	370530	Ford F150 Pickup 2017	Paid by Check # 102644		01/17/2023	06/08/2023	06/08/2023		06/22/2023	3,478.11
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 1	\$3,478.11
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$3,527.98
Division 313 - Vehicle Maint Totals									Invoice Transactions 3	\$3,527.98
Department 310 - Public Works Totals									Invoice Transactions 17	\$12,049.60
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10515 - Rincon Consultants, Inc.	48809	Marina On-Call GIS Services-May 2023	Paid by EFT # 3401		06/19/2023	06/19/2023	06/19/2023		06/22/2023	815.00
Account 6300.610 - Prof Svc Planning - Consultant Totals									Invoice Transactions 1	\$815.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2023-00001316	Monthly Verizon Bill-308174766	Paid by EFT # 3404		06/21/2023	06/21/2023	06/21/2023		06/22/2023	553.65
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$553.65
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	317025738001	Office Depot Planning supplies	Paid by Check # 102664		06/07/2023	06/15/2023	06/15/2023		06/22/2023	311.74
10732 - Office Depot-General Account	315601541001	Office Depot Planning supplies	Paid by Check # 102664		06/06/2023	06/15/2023	06/15/2023		06/22/2023	158.37
11790 - Quality Print & Copy	23529	Planning Business Cards	Paid by Check # 102668		06/12/2023	06/13/2023	06/13/2023		06/22/2023	221.58
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 3	\$691.69
Account 6500.700 - Training & Travel Training & Travel										
11743 - Hanson Hom - APA Member	1-7-23 & 4-11-23	Mileage Reimbursement-CPAT Community Charette	Paid by Check # 102650		01/07/2023	06/19/2023	06/19/2023		06/22/2023	262.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$262.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 6	\$2,322.34
Division 000 - Non-Div Totals									Invoice Transactions 6	\$2,322.34
Department 410 - Planning Totals									Invoice Transactions 6	\$2,322.34



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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 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check										
10171 - CSG Consultants	51621	Sea Haven Inspection Phase 3B	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	2,508.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals										Invoice Transactions 1
										<u>\$2,508.00</u>
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	51618	Dunes Phase 2 West	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	5,635.00
10171 - CSG Consultants	51619	Dunes Op Site 1A	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	2,351.00
10171 - CSG Consultants	51623	Dunes Phase 1B Promenade	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	6,983.00
10171 - CSG Consultants	51624	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	2,590.00
10171 - CSG Consultants	51625	Home2Suites by Hilton	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	1,056.00
10171 - CSG Consultants	51626	Via Del Mar	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	3,056.00
10171 - CSG Consultants	51627	Quick Quack Carwash	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	396.00
10171 - CSG Consultants	51628	Dunes Promenade (1B) Inspections	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	2,376.00
10171 - CSG Consultants	51629	Dunes Phase 2 West Inspections	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	1,056.00
10171 - CSG Consultants	51630	Dunes Phase 2 East Inspections	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	2,186.00
10171 - CSG Consultants	51631	200 Reservation Rd (Starbucks)	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	5,214.00
Account 6330.200 - Fee Agr Costs - Engineering Totals										Invoice Transactions 11
										<u>\$32,899.00</u>
Account 6370.540 - Shared Svc NPDES Contribution										
10533 - Save The Whales	2022-2023	2022-2023 Amendment No 6	Paid by Check # 102670		06/10/2023	06/12/2023	06/12/2023		06/22/2023	73,175.85
Account 6370.540 - Shared Svc NPDES Contribution Totals										Invoice Transactions 1
										<u>\$73,175.85</u>
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 13
										<u>\$108,582.85</u>
Division 000 - Non-Div Totals										Invoice Transactions 13
										<u>\$108,582.85</u>
Department 420 - Engineering Totals										Invoice Transactions 13
										<u>\$108,582.85</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 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	51622	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	4,136.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals									Invoice Transactions 1	\$4,136.00
Account 6400.565 - Material & Suppl Office Supplies										
10456 - Shred-it USA - Stericycle, Inc.	8003978456	Shredding for Building Dept.	Paid by Check # 102671		05/25/2023	06/20/2023	06/20/2023		06/22/2023	252.38
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$252.38
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$4,388.38
Division 000 - Non-Div Totals									Invoice Transactions 2	\$4,388.38
Department 430 - Building Inspection Totals									Invoice Transactions 2	\$4,388.38
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.490 - Other Charges Membership Prof Orgs										
10400 - Monterey County Business Council	1809	Partner Membership - 2023	Paid by Check # 102658		06/05/2023	06/05/2023	06/05/2023		06/22/2023	500.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals									Invoice Transactions 1	\$500.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$500.00
Division 000 - Non-Div Totals									Invoice Transactions 1	\$500.00
Department 440 - Economic Dev Totals									Invoice Transactions 1	\$500.00
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11787 - Robert Hall Bob Hall & Associates	10121	Recreation Director Recruitment - Mileage	Paid by Check # 102638		06/15/2023	06/20/2023	06/20/2023		06/22/2023	117.90
11867 - Silvia Herrera Cruz - Tico's Breakfast and Lunch	1	Glorya Jean Tate Pump Track Opening	Paid by Check # 102672		05/13/2023	06/08/2023	06/08/2023		06/22/2023	1,020.69
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 2	\$1,138.59
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	June 23 - 520 5	AT&T 831-582-9957 520 5	Paid by Check # 102636		06/13/2023	06/21/2023	06/21/2023		06/22/2023	392.26
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 1	\$392.26
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$1,530.85
Division 100 - Admin Totals									Invoice Transactions 3	\$1,530.85
Department 510 - Recreation & Culture Totals									Invoice Transactions 3	\$1,530.85
Fund 100 - General Fund Totals									Invoice Transactions 115	\$238,762.92



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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	June 23 - 720-0	PG&E - 0167505720-0	Paid by Check # 102665		06/10/2023	06/20/2023	06/20/2023		06/22/2023	788.80
10463 - Pacific Gas & Electric	June 23 - 827-8	PG&E - 0423929827-8	Paid by Check # 102665		06/13/2023	06/20/2023	06/20/2023		06/22/2023	125.79
10463 - Pacific Gas & Electric	June 23 - 085-2	PG&E - 5434906085-2	Paid by Check # 102665		06/10/2023	06/20/2023	06/20/2023		06/22/2023	97.01
10463 - Pacific Gas & Electric	June 23 - 148-6	PG&E - 5593414148-6	Paid by Check # 102665		06/09/2023	06/20/2023	06/20/2023		06/22/2023	205.93
10463 - Pacific Gas & Electric	June 23 - 943-2	PG&E - 6150212943-2	Paid by Check # 102665		06/09/2023	06/20/2023	06/20/2023		06/22/2023	76.85
10463 - Pacific Gas & Electric	June 23 - 535-3	PG&E - 6161832535-3	Paid by Check # 102665		06/13/2023	06/20/2023	06/20/2023		06/22/2023	223.50
10463 - Pacific Gas & Electric	June 23 - 202-3	PG&E - 6594070202-3	Paid by Check # 102665		06/10/2023	06/20/2023	06/20/2023		06/22/2023	104.01
10463 - Pacific Gas & Electric	June 23 - 582-7	PG&E - 8161432582-7	Paid by Check # 102665		06/09/2023	06/20/2023	06/20/2023		06/22/2023	129.87
10463 - Pacific Gas & Electric	June 23 - 353-7	PG&E - 9930567353-7	Paid by Check # 102665		06/09/2023	06/20/2023	06/20/2023		06/22/2023	60.00
10463 - Pacific Gas & Electric	June 23 - 851-0	PG&E - 3440977851-0	Paid by Check # 102665		06/16/2023	06/21/2023	06/21/2023		06/22/2023	179.30
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 10	\$1,991.06
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056049 053123	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 102655		05/31/2023	06/12/2023	06/12/2023		06/22/2023	202.24
10349 - Marina Coast Water District	000056008 060823	Reservation & Del Monte	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	28.34
10349 - Marina Coast Water District	000056084 060823	Crescent/Shuler/Irrigati on	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	28.34
10349 - Marina Coast Water District	000056087 060823	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	28.34
10349 - Marina Coast Water District	000056030 060823	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	38.22
10349 - Marina Coast Water District	000056032 060823	Crescent Ave/Costa Del Mar East Side	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	62.91
10349 - Marina Coast Water District	000056085 060823	Crescent/Whitney Irrigation	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	28.34



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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	000056086 060823	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	28.34
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 8			\$445.07
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 18			\$2,436.13
Division 000 - Non-Div Totals							Invoice Transactions 18			\$2,436.13
Department 000 - Non-Dept Totals							Invoice Transactions 18			\$2,436.13
Fund 220 - Gas Tax Totals							Invoice Transactions 18			\$2,436.13



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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										
11755 - Unlimited Environmental, Inc.	22-071-9 D	Dunes	Paid by EFT # 3403		06/20/2023	06/20/2023	06/20/2023		06/22/2023	102,695.04
11755 - Unlimited Environmental, Inc.	22-071-9 CK	Cypress Knolls	Paid by EFT # 3403		05/31/2023	06/20/2023	06/20/2023		06/22/2023	66,332.27
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$169,027.31
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$169,027.31
Division 000 - Non-Div Totals							Invoice Transactions	2		\$169,027.31
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$169,027.31
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		\$169,027.31



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000183 053123	4th Ave Dy Dr	Paid by Check # 102661		05/31/2023	06/12/2023	06/12/2023		06/22/2023	287.40
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			\$287.40
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$287.40
Division 000 - Non-Div Totals							Invoice Transactions 1			\$287.40
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$287.40
Fund 225 - National Park Service Totals							Invoice Transactions 1			\$287.40



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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 060823	Corner of Cardoza & Dolphin Circle	Paid by Check # 102655		06/08/2023	06/21/2023	06/21/2023		06/22/2023	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 06/22/23 - 06/23/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11711 - Precision Grade Inc.	186	Annual Street Resurfacing	Paid by Check # 102667		03/01/2023	06/20/2023	06/20/2023		06/22/2023	14,896.67
11711 - Precision Grade Inc.	167	Annual Street Resurfacing	Paid by Check # 102667		12/08/2022	06/20/2023	06/20/2023		06/22/2023	38,440.13
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$53,336.80
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$53,336.80
Division 000 - Non-Div Totals							Invoice Transactions	2		\$53,336.80
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$53,336.80
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	2		\$53,336.80



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	51620	Dunes Phase 3 West	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	338.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals										Invoice Transactions 1
										\$338.00
Account 6300.570 - Prof Svc Other										
10171 - CSG Consultants	51607	Imjin Widening	Paid by EFT # 3397		06/13/2023	06/15/2023	06/15/2023		06/22/2023	14,664.00
11037 - Don Chapin Company, Inc.	80251	Street Light Replacement	Paid by EFT # 3398		04/30/2023	06/13/2023	06/13/2023		06/22/2023	11,521.12
10425 - Monterey Peninsula Engineering	23-05-27	California Ave Pedestrian Crossing	Paid by Check # 102662		06/20/2023	06/20/2023	06/20/2023	06/20/2023	06/22/2023	202,217.00
10515 - Rincon Consultants, Inc.	48674	DVSP-May 2023	Paid by EFT # 3401		06/15/2023	06/16/2023	06/16/2023		06/22/2023	16,526.25
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 4
										\$244,928.37
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 5
										\$245,266.37
Division 000 - Non-Div Totals										Invoice Transactions 5
										\$245,266.37
Department 000 - Non-Dept Totals										Invoice Transactions 5
										\$245,266.37
Fund 462 - City Capital Projects Totals										Invoice Transactions 5
										\$245,266.37



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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 6360.030 - Maint & Repairs AWOS Svc & Maint										
11382 - Telemetrix - John K. Cohan	4147	Service Call for AWOS	Paid by Check # 102676		06/08/2023	06/15/2023	06/15/2023		06/22/2023	665.00
Account 6360.030 - Maint & Repairs AWOS Svc & Maint Totals									Invoice Transactions 1	<u>\$665.00</u>
Account 6360.360 - Maint & Repairs Janitorial										
10239 - First Alarm	760412	761 Neeson Rd Monitoring of Alarm	Paid by EFT # 3399		06/15/2023	06/23/2023	06/21/2023		06/22/2023	121.41
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	<u>\$121.41</u>
Account 6360.440 - Maint & Repairs Landscape General										
10154 - Commercial Environment Landscape	2796-0623	Weekly Landscape Services for June 2023	Paid by EFT # 3396		06/19/2023	06/23/2023	06/21/2023		06/22/2023	2,900.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	<u>\$2,900.00</u>
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	85540	Maintenance supplies for T Hangar	Paid by Check # 102633		06/12/2023	06/19/2023	06/19/2023		06/22/2023	175.83
10728 - Ace Hardware-Public Works	85536	Maintenance supplies for Airport	Paid by Check # 102633		06/12/2023	06/19/2023	06/19/2023		06/22/2023	84.08
10728 - Ace Hardware-Public Works	85564	Key Krafter #7	Paid by Check # 102633		06/14/2023	06/19/2023	06/19/2023		06/22/2023	5.66
Account 6360.450 - Maint & Repairs Maint & Repairs Totals									Invoice Transactions 3	<u>\$265.57</u>
Account 6360.566 - Maint & Repairs Other Equipment										
10728 - Ace Hardware-Public Works	85610	Mold Test Kit	Paid by Check # 102633		06/19/2023	06/21/2023	06/21/2023		06/22/2023	14.19
11382 - Telemetrix - John K. Cohan	4145	Service Call PCL Lighting & Repairing Beacon	Paid by Check # 102676		06/08/2023	06/15/2023	06/15/2023		06/22/2023	270.00
11382 - Telemetrix - John K. Cohan	4148	Service Call for Gate 7; Power supply replacement	Paid by Check # 102676		06/08/2023	06/15/2023	06/15/2023		06/22/2023	655.00
11382 - Telemetrix - John K. Cohan	4154	Service Calls for Gate 18	Paid by Check # 102676		06/15/2023	06/15/2023	06/15/2023		06/22/2023	2,510.00
Account 6360.566 - Maint & Repairs Other Equipment Totals									Invoice Transactions 4	<u>\$3,449.19</u>
Account 6360.570 - Maint & Repairs Other Svc Agr										
11382 - Telemetrix - John K. Cohan	4151	Service Call for Gate 14	Paid by Check # 102676		06/15/2023	06/15/2023	06/15/2023		06/22/2023	270.00
11382 - Telemetrix - John K. Cohan	4149	Service Call for Gate 14; safety edge transmitter replacement	Paid by Check # 102676		06/08/2023	06/15/2023	06/15/2023		06/22/2023	1,110.00
11382 - Telemetrix - John K. Cohan	4152	Service Call to change gate delay (12/15/22)	Paid by Check # 102676		06/08/2023	06/15/2023	06/15/2023		06/22/2023	270.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/22/23 - 06/23/23

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 6360.570 - Maint & Repairs Other Svc Agr										
11382 - Telemetrix - John K. Cohan	4146	Service Call discussion for Access Control Policy	Paid by Check # 102676		06/08/2023	06/15/2023	06/15/2023		06/22/2023	270.00
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 4	\$1,920.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	2023-00001316	Monthly Verizon Bill-308174766	Paid by EFT # 3404		06/21/2023	06/21/2023	06/21/2023		06/22/2023	907.51
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$907.51
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	May-June 347-0	3263 Imjin Rd Bldg 519	Paid by Check # 102665		06/09/2023	06/26/2023	06/21/2023		06/22/2023	611.37
10463 - Pacific Gas & Electric	May-June 451-7	3271 Imjin Rd	Paid by Check # 102665		06/09/2023	06/26/2023	06/21/2023		06/22/2023	364.21
10463 - Pacific Gas & Electric	May-June 767-2	751 Neeson Rd Bldg 526	Paid by Check # 102665		06/09/2023	06/21/2023	06/26/2023		06/22/2023	83.88
10463 - Pacific Gas & Electric	May-June 608-2	3260 Imjin Rd Bldg 514	Paid by Check # 102665		06/09/2023	06/26/2023	06/21/2023		06/22/2023	739.29
10463 - Pacific Gas & Electric	May-June 694-1	721 Neeson Rd Bldg 533	Paid by Check # 102665		06/09/2023	06/26/2023	06/21/2023		06/22/2023	1,178.20
10463 - Pacific Gas & Electric	May-June 288-5	781 Neeson Rd Bldg 520	Paid by Check # 102665		06/09/2023	06/26/2023	06/21/2023		06/22/2023	267.37
10463 - Pacific Gas & Electric	Apr-May 103-6	3200 Imjin Rd	Paid by Check # 102665		06/09/2023	06/26/2023	06/21/2023		06/22/2023	4,324.75
10463 - Pacific Gas & Electric	May-June 103-6	3200 Imjin Rd	Paid by Check # 102665		06/09/2023	06/26/2023	06/21/2023		06/22/2023	4,179.21
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 8	\$11,748.28
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 23	\$21,976.96
Division 000 - Non-Div Totals									Invoice Transactions 23	\$21,976.96
Department 000 - Non-Dept Totals									Invoice Transactions 23	\$21,976.96
Fund 555 - Marina Airport Totals									Invoice Transactions 23	\$21,976.96
Grand Totals									Invoice Transactions 167	\$731,156.80



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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 6300.570 - Prof Svc Other										
11843 - Stallard Panebianco P.C.	102	Stallard Panebianco P.C.	Paid by Check # 102692		04/17/2023	06/27/2023	06/27/2023		06/30/2023	8,505.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$8,505.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$8,505.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$8,505.00
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	1		\$8,505.00
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	2023-00001348	June 23 E-Check Fees	Paid by EFT # 3407		06/30/2023	06/27/2023	06/30/2023		06/30/2023	124.50
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN029332	May 2023 BL Admin Fee	Paid by EFT # 3411		05/31/2023	06/27/2023	06/27/2023		06/30/2023	27,479.60
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals							Invoice Transactions	2		\$27,604.10
Account 6600.745 - Other Charges State Surcharge SB1186 BL										
10201 - Division of the State Architect	June 23 SB1186	June 23 SB1186 State Fees	Paid by EFT # 3408		06/30/2023	06/27/2023	06/30/2023		06/30/2023	258.40
Account 6600.745 - Other Charges State Surcharge SB1186 BL Totals							Invoice Transactions	1		\$258.40
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$27,862.50
Division 000 - Non-Div Totals							Invoice Transactions	3		\$27,862.50
Department 130 - Finance Totals							Invoice Transactions	3		\$27,862.50
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN029109	Audit Fees Q4 2022	Paid by EFT # 3411		06/20/2023	06/27/2023	06/27/2023		06/30/2023	536.67
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals							Invoice Transactions	1		\$536.67
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4156784653	Mat Service City Hall	Paid by Check # 102683		05/26/2023	06/23/2023	06/23/2023		06/30/2023	43.72
10129 - Cintas Corporation	4158165302	Cust# 833-711-5963	Paid by Check # 102683		06/09/2023	06/23/2023	06/23/2023		06/30/2023	43.22
10129 - Cintas Corporation	4159573562	Cust# 833-711-5963	Paid by Check # 102683		06/23/2023	06/27/2023	06/27/2023		06/30/2023	43.72
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	3		\$130.66



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 23 - 795-7	PG&E - 4467294795-7	Paid by Check # 102691		06/21/2023	06/27/2023	06/27/2023		06/30/2023	447.17
10463 - Pacific Gas & Electric	June 23 - 172-2	PG&E - 5618207172-2	Paid by Check # 102691		06/18/2023	06/27/2023	06/27/2023		06/30/2023	780.38
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 2	\$1,227.55
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	04-27-23	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 102689		04/27/2023	06/21/2023	06/21/2023		06/30/2023	292.43
10349 - Marina Coast Water District	05-31-23	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 102689		05/31/2023	06/21/2023	06/21/2023		06/30/2023	287.53
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 2	\$579.96
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 8	\$2,474.84
Division 000 - Non-Div Totals									Invoice Transactions 8	\$2,474.84
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 8	\$2,474.84
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228603	Janitorial Service - Police/Fire/Airport June 2023	Paid by Check # 102681		06/23/2023	06/28/2023	06/28/2023		06/30/2023	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$1,308.34
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$1,308.34
Division 000 - Non-Div Totals									Invoice Transactions 1	\$1,308.34
Department 210 - Police Totals									Invoice Transactions 1	\$1,308.34
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228603	Janitorial Service - Police/Fire/Airport June 2023	Paid by Check # 102681		06/23/2023	06/28/2023	06/28/2023		06/30/2023	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$516.66



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10623 - Xerox Financial Services	4460910	FD Monthly Copier Charges April, May, June 2023	Paid by Check # 102693		06/27/2023	06/28/2023	06/28/2023		06/30/2023	717.78
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$717.78
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$1,234.44
Division 000 - Non-Div Totals							Invoice Transactions	2		\$1,234.44
Department 250 - Fire Totals							Invoice Transactions	2		\$1,234.44
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10189 - Denise Duffy & Associates	8667	Condor Woods Disc Golf Course 3/29-6/30/23	Paid by Check # 102685		06/28/2023	06/28/2023	06/28/2023		06/30/2023	4,252.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$4,252.00
Account 6300.610 - Prof Svc Planning - Consultant										
10508 - Regional Government Services	15172	Contract Services for Planning - May 2023	Paid by EFT # 3413		05/31/2023	06/26/2023	06/26/2023		06/30/2023	2,005.77
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions	1		\$2,005.77
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$6,257.77
Division 000 - Non-Div Totals							Invoice Transactions	2		\$6,257.77
Department 410 - Planning Totals							Invoice Transactions	2		\$6,257.77
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	51440	Marina Building Services FY 17-24-May	Paid by EFT # 3410		06/13/2023	06/20/2023	06/20/2023		06/30/2023	5,272.50
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$5,272.50



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.100 - Prof Svc Code Enforcement										
11477 - Cheryl Kent - DBA Fastrac	2023-55	Code Enforcement Investigations	Paid by Check # 102682		06/29/2023	06/28/2023	06/28/2023		06/30/2023	1,890.00
Account 6300.100 - Prof Svc Code Enforcement Totals							Invoice Transactions 1			\$1,890.00
Account 6300.570 - Prof Svc Other										
11762 - Raimi + Associates, Inc	23-5823	MARINA ODS-May 2023	Paid by EFT # 3412		06/23/2023	06/23/2023	06/23/2023		06/30/2023	6,678.45
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$6,678.45
Account 6500.700 - Training & Travel Training & Travel										
11875 - Jessica Edwards	6-11-23	J. Edwards-ICC Test	Paid by Check # 102694		06/23/2023	06/23/2023	06/23/2023		06/30/2023	290.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions 1			\$290.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$14,130.95
Division 000 - Non-Div Totals							Invoice Transactions 4			\$14,130.95
Department 430 - Building Inspection Totals							Invoice Transactions 4			\$14,130.95
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11869 - Agile Occupational Medicine PC	446840	5880520 Powell	Paid by Check # 102697		06/20/2023	06/21/2023	06/21/2023		06/30/2023	115.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$115.00
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10153 - Comcast	06-14-23	8155 10 029 0106172	Paid by Check # 102684		06/14/2023	06/28/2023	06/28/2023		06/30/2023	152.44
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals							Invoice Transactions 1			\$152.44
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228602	Custodial Services for June 2023	Paid by Check # 102681		06/23/2023	06/28/2023	06/28/2023		06/30/2023	797.39
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			\$797.39
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9937494894	542484588-00001	Paid by EFT # 3414		06/17/2023	06/28/2023	06/28/2023		06/30/2023	700.94
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 1			\$700.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$1,765.77



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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 510 - Recreation & Culture										
					Division 100 - Admin Totals		Invoice Transactions		4	\$1,765.77
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228602	Custodial Services for June 2023	Paid by Check # 102681		06/23/2023	06/28/2023	06/28/2023		06/30/2023	370.19
					Account 6360.360 - Maint & Repairs Janitorial Totals		Invoice Transactions		1	\$370.19
					Sub-Division 00 - Non-Subdiv Totals		Invoice Transactions		1	\$370.19
					Division 511 - Youth Totals		Invoice Transactions		1	\$370.19
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228602	Custodial Services for June 2023	Paid by Check # 102681		06/23/2023	06/28/2023	06/28/2023		06/30/2023	521.70
					Account 6360.360 - Maint & Repairs Janitorial Totals		Invoice Transactions		1	\$521.70
					Sub-Division 00 - Non-Subdiv Totals		Invoice Transactions		1	\$521.70
					Division 512 - Teen Totals		Invoice Transactions		1	\$521.70
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228602	Custodial Services for June 2023	Paid by Check # 102681		06/23/2023	06/28/2023	06/28/2023		06/30/2023	370.19
					Account 6360.360 - Maint & Repairs Janitorial Totals		Invoice Transactions		1	\$370.19
					Sub-Division 00 - Non-Subdiv Totals		Invoice Transactions		1	\$370.19
					Division 513 - Senior Totals		Invoice Transactions		1	\$370.19
					Department 510 - Recreation & Culture Totals		Invoice Transactions		7	\$3,027.85
					Fund 100 - General Fund Totals		Invoice Transactions		28	\$64,801.69



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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	June 23 - 533-8	PG&E - 2253666533-8	Paid by Check # 102691		06/16/2023	06/27/2023	06/27/2023		06/30/2023	107.87
10463 - Pacific Gas & Electric	June 23 - 362-9	PG&E - 5996678362-9	Paid by Check # 102691		06/18/2023	06/27/2023	06/27/2023		06/30/2023	110.48
10463 - Pacific Gas & Electric	June 23 - 483-6	PG&E - 3982644483-6	Paid by Check # 102691		06/20/2023	06/27/2023	06/27/2023		06/30/2023	14,094.23
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	3		<u>\$14,312.58</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		<u>\$14,312.58</u>
Division 000 - Non-Div Totals							Invoice Transactions	3		<u>\$14,312.58</u>
Department 000 - Non-Dept Totals							Invoice Transactions	3		<u>\$14,312.58</u>
Fund 220 - Gas Tax Totals							Invoice Transactions	3		<u>\$14,312.58</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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	June 23 - 272-1	PG&E - 2862559272-1	Paid by Check # 102691		06/16/2023	06/27/2023	06/27/2023		06/30/2023	35.41
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$35.41
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$35.41
Division 000 - Non-Div Totals							Invoice Transactions	1		\$35.41
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$35.41
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$35.41



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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										
11084 - EMC Planning Group	23-247	Marina LCP Update-May 2023	Paid by Check # 102686		05/31/2023	06/27/2023	06/27/2023		06/30/2023	13,086.62
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$13,086.62</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$13,086.62</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$13,086.62</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$13,086.62</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	1		<u>\$13,086.62</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 06/30/23 - 06/30/23

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	0153921	Airport Bldg 520	Paid by Check		06/27/2023	06/27/2023	06/27/2023		06/30/2023	75.00
		Rodents	# 102688							
10250 - Gavilan Pest Control	0153920	Airport Bldg 520	Paid by Check		06/27/2023	06/27/2023	06/27/2023		06/30/2023	1,150.00
		Squirrels	# 102688							
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals									Invoice Transactions 2	\$1,225.00
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228603	Janitorial Service -	Paid by Check		06/23/2023	06/28/2023	06/28/2023		06/30/2023	410.00
		Police/Fire/Airport June 2023	# 102681							
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$410.00
Account 6360.566 - Maint & Repairs Other Equipment										
10728 - Ace Hardware-Public Works	085669	Airport Supplies	Paid by Check		06/23/2023	06/27/2023	06/27/2023		06/30/2023	140.89
			# 102680							
Account 6360.566 - Maint & Repairs Other Equipment Totals									Invoice Transactions 1	\$140.89
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000053043	761 Neeson Rd/Airport	Paid by Check		03/30/2023	04/13/2023	04/13/2023		06/30/2023	200.54
	033023		# 102689							
10349 - Marina Coast Water District	000056044	781 Neeson Rd/Airport	Paid by Check		03/30/2023	04/13/2023	04/13/2023		06/30/2023	156.44
	033023		# 102689							
10349 - Marina Coast Water District	000056051	721 Neeson Rd/Airport	Paid by Check		03/30/2023	04/13/2023	04/13/2023		06/30/2023	195.64
	033023		# 102689							
10349 - Marina Coast Water District	000056092	741 Neeson	Paid by Check		03/30/2023	04/13/2023	04/13/2023		06/30/2023	1,288.76
	033023	Road/Airport	# 102689							
10349 - Marina Coast Water District	000056096	3271 Imjin	Paid by Check		03/30/2023	04/13/2023	04/13/2023		06/30/2023	151.91
	033023	Road/Airport	# 102689							
10349 - Marina Coast Water District	000056097	3200 Imjin	Paid by Check		03/30/2023	04/13/2023	04/13/2023	04/13/2023	06/30/2023	549.38
	033023	Road/Airport	# 102689							
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 6	\$2,542.67
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL										
10227 - Epic Aviation	7713839	AVGAS 100LL	Paid by Check		06/22/2023	07/22/2023	06/23/2023		06/30/2023	40,784.79
			# 102687							
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL Totals									Invoice Transactions 1	\$40,784.79
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 11	\$45,103.35
Division 000 - Non-Div Totals									Invoice Transactions 11	\$45,103.35
Department 000 - Non-Dept Totals									Invoice Transactions 11	\$45,103.35
Fund 555 - Marina Airport Totals									Invoice Transactions 11	\$45,103.35
Grand Totals									Invoice Transactions 44	\$137,339.65



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
July 5, 2023

MINUTES

Tuesday, June 20, 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

TELECONFERENCE LOCATION:¹

Hampton Inn / Lobby
3231 Peninsula Road
Oxnard, CA 93035

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.

¹ Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Council Member Brian McCarthy from the address above. This Notice and Agenda will be posted at the teleconference location.

1. **CALL TO ORDER:** The meeting was called to order at 5:00 P.M.
2. **ROLL CALL & ESTABLISHMENT OF QUORUM:** (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Liesbeth Visscher, Brian McCarthy (Remote), Kathy Biala, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT ON CLOSED SESSION:

4. CLOSED SESSION:

- a. Performance Evaluation of Public Employee, (Govt. Code Section 54957(b)(1) – City Manager

6:37 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 5:00pm with regard to the one item listed. Council held discussion and no reportable action was taken.

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

6. SPECIAL PRESENTATIONS:

- a. July 4th Fireworks Enforcement
- b. Recreation Summer Programs

7. COUNCIL AND STAFF ANNOUNCEMENTS:

Mayor Pro Tem Medina Dirksen – Attended DLI-FLC Change of Command. Commented on Marina's Jr. Giants Program

Mayor Delgado – Spoke about Lapis Road and Park area clean-ups.

Council Member McCarthy – Commented on the Aids Life Cycle. Attended Monterey Regional Park District meeting where they allocated \$5,000 for Locke Paddon Park maintenance.

City Manager Long – Provided updates on Sea Haven Park and Joby Aero Inc.

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.*

- Howard Gustafson – Spoke about the buried Fort Ord Mascots throughout the former Fort Ord.
- Eileen Hu – Spoke about changes to homeowner sewer bills; and Greenwaste organic collection bins and billing for apartments.
- Grace Silva-Santella – Commented on Marina Library Free Lunch program for K-12 on Thursdays as well as the Monterey County Food Bank. Announced upcoming movies at the Marina Library.
- Nancy Fortman – Spoke about Joby Aero Inc and city's continued support to keep the business in Marina.
- Denise Turley – Asked is a list of food pantries could be placed on City's website.

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 102537-102632, totaling \$777,774.86.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) May 30, 2023, Special City Council Meeting
 - (2) June 6, 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. 2023-62**, confirming levy of a special tax for the City of Marina Community Facilities District No. 2007-2 (Locke Paddon) for Fiscal Year 2023-2024 as authorized by Ordinance No. 2007-09; and consider adopting **Resolution No. 2023-63**, certifying City of Marina compliance with State law (Proposition 218) with respect to levying of special taxes for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2023-2024 as authorized by Ordinance No. 2007-09.
 - (2) Adopting **Resolution No. 2023-64, 2023-02 (SA/MRA), 2023-01 (NPC), 2023-01 (PPSC-NPC) and 2023-01 (MAC)**, continuing appropriations for Fiscal Year 2023-24; and authorizing The City of Marina to utilize the standard revenue loss allowance under the United States Department of the Treasury Final Rule to comply with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA).
 - (3) Adopting **Resolution No. 2023-65**, establishing appropriations limit for FY 2023-24.
 - 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):
 - (1) Read by Title Only and consider adopting **Ordinance No. 2023-07**, amending the following sections of the Marina Municipal Code (MMC) pertaining to Housing: Sections 17.04, 17.06, 17.08, 17.10, 17.12, 17.16, 17.22, 17.45, 17.48.040 and 17.48.050 and adding new Section 17.51.
- m. APPROVE APPOINTMENTS:
 - (1) ~~Amending “Exhibit A” to Resolution No. 2022-158, approving Mayor’s 2023 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.~~ ***Pulled by Mayor Pro Tem Medina Dirksen, becomes agenda item 13d.***

Council Member McCarthy commented on agenda item 10f(1) and had questions for agenda item 10m(1)

Mayor Pro Tem Medina Dirksen requested to pull agenda item 10m(1)

DELGADO/MEDINA DIRKSEN: TO APPROVE THE CONSENT AGENDA MINUS 10m(1). Ayes 5, Noes 0, Abstain 0, Absent 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.*
 - a. City Council open a public hearing, take any testimony from the public, and consider introduction of Ordinance No. 2023-08, repealing and replacing Marina Municipal Code Chapter 13.22 Marina Municipal Airport and adopting Rules and Regulations and Minimum Operating Standards by reference. ***Public Hearing continued from May 16, 2023***

Discussion: Non-conforming tenants

Mayor opened public hearing for comments: None received.

BIALA/VISSCHER: THAT WE OPENED THE PUBLIC HEARING AND APPROVE THE INTRODUCTION OF ORDINANCE NO. 2023-08, REPEALING AND REPLACING MARINA MUNICIPAL CODE CHAPTER 13.22 MARINA MUNICIPAL AIRPORT AND ADOPTING RULES AND REGULATIONS AND MINIMUM OPERATING STANDARDS BY REFERENCE, WITH CORRECTIONS TO TWO TYPOGRAPHICAL ERRORS ON PAGE 3 AND PAGE 8. Ayes 5, Noes 0, Abstain 0, Absent 0 Motion Passes by Roll Call Vote

- 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-, receiving informational presentation of the City's Pavement Management Program.

The City Council discussed the Pavement Management Program relating to current and future city street maintenance, as well as funding.

Public Comments:

- Jeff Markham – Commented on making sure all vegetation is cleared away before the application of slurry is applied.
- Tommy Bolea – Made comments about the condition of Carmel Ave, Reservation Road, and the intersection of Second Ave. Also commented about the traffic.

VISSCHER/BIALA: THAT WE ADOPT RESOLUTION NO. 2023-, RECEIVING INFORMATIONAL PRESENTATION OF THE CITY'S PAVEMENT MANAGEMENT PROGRAM. Ayes 5, Noes 0, Abstain 0, Absent 0 Motion Passes by Roll Call Vote

- b. Adopting Resolution No. 2023-, adopting an updated list of projects for Fiscal Year 2023-24 funded by SB 1: The Road Repair and Accountability Act of 2017.

Public Comments: None received.

BIALA/MEDINA DIRKSEN: THAT WE ADOPT ADOPTING RESOLUTION NO. 2023-, ADOPTING AN UPDATED LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017. Ayes 5, Noes 0, Abstain 0, Absent 0 Motion Passes by Roll Call Vote

- c. Adopting Resolution No. 2023-, amending the Rules and Procedures for the Conduct of Meetings.

The City Council discussed the proposed changes/amendments to the Rules and Procedures for Conduct of Meetings.

Public Comments:

- Denise Turley – Commented on Zoom meeting participants not muting themselves after they have spoken.

MCCARTHY/DELGADO: THAT WE ADOPT THE RESOLUTION FURTHER AMENDING THE RULES OR PROCEDURES FOR THE CONDUCT OF MEETINGS WITH THE AMENDMENTS:

1. **THAT WE DO NOT ADDRESS NUMBER 7, COUNCIL CORRESPONDENTS AT THIS TIME.**
2. **THAT WE DEVELOP A MINUTE VIDEO RECORDS, RETENTION POLICY.**

3. THAT WE IDENTIFY IN OUR PUBLIC COMMENTS SECTION THAT PUBLIC COMMENT IS WELCOMED BY ANY MEANS NOT DISRUPTED TO THE MEETING.
4. THAT THE ADJOURNMENT EXTENSION BE ITEM BASED INSTEAD OF TIME BASED
5. THAT THE ACTION MINUTES INCLUDE THE NAME AND TOPIC OF DISCUSSION.
6. COUNCIL BE ALLOWED TO SPEAK UP TO 5-MINUTES, WITH A NON-INTERRUPTIVE TIMEKEEPING METHOD MEANS OR SOMETHING. Ayes 5, Noes 0, Abstain 0, Absent 0 Motion Passes by Roll Call Vote

d. ~~Amending “Exhibit A” to Resolution No. 2022-158, approving Mayor’s 2023 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.~~ *Pulled by Mayor Pro Tem Medina Dirksen, was agenda item 10m(1) – Continued to July 5, 2023*

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 10:55 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

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



CLAIM FORM

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

SECTION 1: CLAIMANT INFORMATION

Sunny Shahatgar
Name of Claimant

[REDACTED]
Telephone Number (include area code)

[REDACTED]
Mailing Address

[REDACTED]
City

[REDACTED]
CA

[REDACTED]
Zip Code

SECTION 2: NOTICES

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

Same
Name of Claimant

[REDACTED]
Telephone Number (include area code)

[REDACTED]
Mailing Address

[REDACTED]
City

[REDACTED]
CA

[REDACTED]
Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim:

6/05/2023
Month, Day & Year

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

Add: 3202 Liberty Ct. Marina, CA 93933

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

Purchased the property on March 11/2023, but before that I came to Marina City to find out about that tree remove on 2018, but left stamp and roots of the tree make the fence issue.

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

On May 25/2023, I sent 6 pictures of fence and stamp to make damage to my property. I did not receive any pictures, email, because they have it in their file.

To Mrs. Daniel Con. To my property and told me they make issue ch for me, because their employees not have to come to inside of property. Therefore, he asked me to do job and we issue ch for you.

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

Mr. Daniel Meachum, Mr. Erik Nava
city of marina

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

Amount Claimed: \$

6,750.00

Basis for computation:

Bill from La Aineria Tree Service

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

☒ Limited Civil Case

☐ Non-Limited Civil Case

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

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

☐ Yes (If marked, please provide information below.)

☐ No

Name of Insurance Carrier

()
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Policy Number: _____

Deductible: \$ _____

Name of registered owner(s) of the vehicle: _____

Vehicle Make: _____ Model: _____ Year: _____

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

Name of Attorney/Representative

()
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

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

If yes, please indicate:

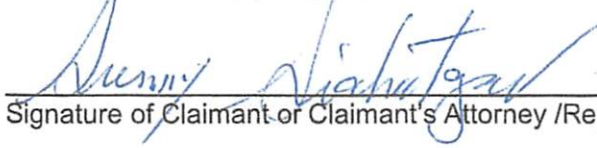
Relationship to minor: _____

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

SECTION 6: ADVISORY

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

SECTION 7: SIGNATURE



Signature of Claimant or Claimant's Attorney / Representative

6/22/2023

Date

SECTION 8: SUBMISSION OF CLAIM FORM

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

City of Marina
Marina City Hall
Attention: Human Resources & Risk Department
211 Hillcrest Avenue
Marina, CA 93933

Office: (831) 884-1283
Fax: (831) 384-0860
HR@cityofmarina.org

Incomplete and un-signed claim forms will not be processed and will be returned to the claimant's address indicated on this form.

Once your completed and signed claim form is received in the City's Risk Management Department it may require placement on the City Council agenda for consideration to deny your claim. This action to deny your claim is required by law for public entities and does not mean the City will not process your claim. Rather, your claim will be researched by the City's Risk Management process, or it will be referred to the City's Risk Management Authority, MBASIA (Monterey Bay Area Self Insurance Authority) for investigation by the Claims Adjuster, Parmit Randhawa.

Ms. Randhawa will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact Parmit Randhawa (707)261-0906, if you wish to discuss your claim.

Thank you.



Estimate

LIC #931791

jesusolvera35@yahoo.com

Attention: Sunny Siahatgar

Address: [REDACTED]

Marina, CA 93933

United States

Date: 06/05/2023

Description	Quantity	Unit Price	Cost
Grind 1 36" stump that needs to be removed as much as possible to install the new fence.			
Repair 4 sections of fence with "Pressure Treated" wood as a frame, as well as 1'x12' redwood pickets. A total of 32' of fence.			
Total			\$6,750.00

We look forward to making business with you.

Sincerely yours,

Jesus Olvera.

June 22, 2023

Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
July 5, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
AUTHORIZING AND ENTERING INTO AGREEMENTS FOR THE REGIONAL
EARLY ACTION PLANNING GRANT (REAP 2.0).**

REQUEST: It is recommended that the City Council consider:

Adopting Resolution No. 2023-, authorizing staff to submit an application to AMBAG for the Regional Early Action Program Planning 2.0 (REAP 2.0) Grant Program to contribute funding toward projects designed to increase affordable housing in the City.

BACKGROUND:

The California Department of Housing and Community Development (HCD) in collaboration with the Governor's Office of Planning and Research, the Strategic Growth Council, and the California Air Resources Board established the Regional Early Action Planning (REAP) 2.0 program.

The Association of Monterey Bay Area Governments (AMBAG) will serve as the local fiscal agent will then administrator the regional grant program for the three-county area of the AMBAG region, comprised of Santa Cruz County, Monterey County and San Benito County. The purpose of REAP 2.0 is supporting transformative planning and implementation activities such as accelerating infill and affordable housing development; reducing vehicle miles traveled through programs such as increasing transit ridership, walking, and biking as primary modes of transportation; and affirmatively furthering fair housing.

Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability

Accelerating infill development that facilitates housing supply, choice, and affordability and AFFH through various planning programs, services, or capital expenditures in a way that reduces VMT and greenhouse gas emissions and goes beyond existing commitments.

Affirmatively Furthering Fair Housing (AFFH)

Combats discrimination, overcome patterns of segregation, and foster equitable and inclusive communities.

Includes meaningful actions to address disparities in housing needs and in access to opportunity, replace segregated living patterns with balanced living patterns, and transform racially and ethnically concentrated areas of poverty into areas of opportunity; target funding to benefit disadvantaged and historically underserved communities.

Reducing Vehicle Miles Traveled (VMT)

Support new infill housing development and shift travel away from driving by implementing or supporting pedestrian, bicycle, transit, and other alternative transportation programs.

ANALYSIS:

Formula Allocation-The grant application is broken up into two components: a noncompetitive grant application and a competitive application. The portion the City of Marina will receive

approximately \$85,000 in noncompetitive funds if a project is identified which meets the program requirements and thresholding criteria.

Competitive Application-The competitive grant can be up to six million, but it is unlikely Marina would get all this funding which has to be spread out over several agencies and counties. The focus of the competitive funding will be an additional \$900,000 to fund the creation of a Cypress Knolls Master Plan. To be eligible for receipt of the funds the City Council has to adopt a resolution directing city staff to apply and receive said funding.

CEQA IMPACT:

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

CONCLUSION:

It is recommended that the City Council adopt the project resolution and direct the City Manager or his designee to apply for REAP 2.0 funds and to accept said funds from AMBAG.

REVIEWED/CONCUR:

Guido F. Persicone, AICP
Community Development 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 APPLICATION AND ENTERING INTO AGREEMENTS FOR THE
REGIONAL EARLY ACTION 2.0 PLANNING GRANT.**

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

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

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) will serve as the local fiscal agent for the grant; and

WHEREAS, the City of Marina is eligible to submit a request for allocation for a portion of REAP 2.0 housing planning funds from AMBAG; and

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

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

1. Authorizes the City Manager of the City of Marina or their designee to enter into agreements for REAP 2.0 grants, and
2. Authorizes the City Manager or their designee to take further actions as may be necessary to give effect to this resolution, such as executing amendments and approving funding applications.
3. This authorization shall end on March 31, 2027.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 5th day of July 2023 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

June 26, 2023

Item No. **10f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
July 5, 2023

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING THE RECORDING OF A CONSERVATION EASEMENT TO MITIGATE IMPACTS OF THE IMJIN PARKWAY WIDENING PROJECT PURSUANT TO CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE INCIDENTAL TAKE PERMIT # 2081-2019-007-04 ON PROPERTIES CONSISTING OF ACCESSOR'S PARCEL NUMBERS #031-101-039, 031-101-041, AND 031-101-056 FOR APPROXIMATELY 61.5± ACRES SUBJECT TO FINAL REVIEW BY LEGAL COUNSEL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTATION ON BEHALF OF THE CITY COUNCIL SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving the recording of a Conservation Easement to mitigate impacts of the Imjin Parkway Widening Project pursuant to California Department of Fish and Wildlife Incidental Take Permit # 2081-2019-007-04 on properties consisting of Accessor's Parcel Numbers #031-101-039, 031-101-041, and 031-101-056 for approximately 61.5± acres subject to final review by legal counsel; and
2. Authorizing the City Manager to execute all documentation on behalf of the City Council subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of February 5, 2019, the City Council adopted Resolution No. 2019-11, accepting the Initial Study/Mitigated Negative Declaration for the Imjin Parkway Widening Project ("Project") completing the California Environmental Quality Act (CEQA) process.

On March 4, 2019, Caltrans determined that the project is a Categorical Exclusion under the National Environmental Protection Act (NEPA).

Within the approximately 29.6 acres of soil disturbance due to the project, are areas of potential sand gilia habitat. Sand gilia is a protected species under California law and is subject to permitting to ensure that any take of sand gilia is mitigated. Project biologists surveyed the project area for the presence of sand gilia June 1-2 and August 29, 2017, April 19-20 and May 17-19, 2018, and April 26 through April 28 and on May 5, 2021. Any sand gilia observed during the gilia flowering seasons was documented and the information was included in permit applications. The City applied for an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife (CDFW) in February of 2019.

On December 21, 2022, CDFW issued to the City the California Endangered Species Act Incidental Take Permit No. 2081-2019-007-04 for the Project.

ANALYSIS:

The ITP requires permanent protection and management of 47.5 acres of occupied sand gilia habitat to serve as compensatory mitigation for the impacts of development and construction of the Project. The City has proposed that the compensatory mitigation site be within City-owned properties: APNs #031-101-039, 031-101-041, and 031-101-056 as shown on **EXHIBIT A**.

As part of the ITP issued by CDFW, the City has identified the three entities to support Habitat Management Lands for the mitigation of the sand gilia take. Per Government Code §§ 65965-65968, a separate *Land Manager*, mitigation funding *Endowment Holder*, and *conservation Easement Grantee*. No take of sand gilia can occur on the project before the compensatory mitigation site's long-term management plan is approved by CDFW, the endowment is funded, and the Conservation Easement is recorded.

At the regular meeting of November 1, 2022, the City Council adopted Resolution No. 2022-132, approving a mitigation services agreement with the Big Sur Land Trust (BLST) to serve as the Conservation Easement Holder (Easement Grantee) for the Project. On May 2, 2023, CDFW provided written approval for BSLT to serve as Easement Grantee for the Project.

The City as landowner is proposed to serve as the Land Manager with Denise Duffy & Associates as the certified biologist to oversee management under contract. The National Fish and Wildlife Foundation (NFWF) is proposed to serve as the Endowment Holder on the Project once a Recipient Agreement is approved through the Easement Grantee, Endowment Holder, the City Attorney, and CDFW and the stewardship endowment is approved through the Easement Grantee and the City Attorney.

FISCAL IMPACT:

All fees associated with this action are available within the already approved budget for the Imjin Parkway Widening Project.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE RECORDING OF A CONSERVATION EASEMENT TO MITIGATE IMPACTS OF THE IMJIN PARKWAY WIDENING PROJECT PURSUANT TO CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE INCIDENTAL TAKE PERMIT # 2081-2019-007-04 ON PROPERTIES CONSISTING OF ACCESSOR'S PARCEL NUMBERS #031-101-039, 031-101-041, AND 031-101-056 FOR APPROXIMATELY 61.5± ACRES SUBJECT TO FINAL REVIEW BY LEGAL COUNSEL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTATION ON BEHALF OF THE CITY COUNCIL SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of February 5, 2019, the City Council adopted Resolution No. 2019-11, accepting the Initial Study/Mitigated Negative Declaration for the Imjin Parkway Widening Project ("Project") completing the California Environmental Quality Act (CEQA) process, and;

WHEREAS, on March 4, 2019, Caltrans determined that the project is a Categorical Exclusion under the National Environmental Protection Act (NEPA), and;

WHEREAS, within the approximately 29.6 acres of soil disturbance due to the project are areas of potential sand gilia habitat. Sand gilia is a protected species under California law and is subject to permitting to ensure that any take of sand gilia is mitigated. Project biologists surveyed the project area for the presence of sand gilia June 1-2 and August 29, 2017, April 19-20 and May 17-19, 2018, and April 26 through April 28 and on May 5, 2021. Any sand gilia observed during the gilia flowering seasons was documented and the information was included in permit applications. The City applied for an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife (CDFW) in February of 2019, and;

WHEREAS, on December 21, 2022, CDFW issued to the City the California Endangered Species Act Incidental Take Permit No. 2081-2019-007-04 for the Project, and;

WHEREAS, the ITP requires permanent protection and management of 47.5 acres of occupied sand gilia habitat to serve as compensatory mitigation for the impacts of development and construction of the Project. The City has proposed that the compensatory mitigation site be within City-owned properties: APNs #031-101-039, 031-101-041, and 031-101-056 as shown on **Exhibit A**, and;

WHEREAS, as part of the ITP issued by CDFW, the City has identified the three entities to support Habitat Management Lands for the mitigation of the sand gilia take. Per Government Code §§ 65965-65968, a separate *Land Manager*, mitigation funding *Endowment Holder*, and *conservation Easement Grantee*. No take of sand gilia can occur on the project before the compensatory mitigation site's long-term management plan is approved by CDFW, the endowment is funded, and the Conservation Easement is recorded, and;

WHEREAS, at the regular meeting of November 1, 2022, the City Council adopted Resolution No. 2022-132, approving a mitigation services agreement with the Big Sur Land Trust (BSLT) to serve as the Conservation Easement Holder (Easement Grantee) for the Project. On May 2, 2023, CDFW provided written approval for BSLT to serve as Easement Grantee for the Project, and;

WHEREAS, the City as landowner is proposed to serve as the Land Manager with Denise Duffy & Associates as the certified biologist to oversee management under contract. The National Fish and Wildlife Foundation (NFWF) is proposed to serve as the Endowment Holder on the Project once a Recipient Agreement is approved through the Easement Grantee, Endowment Holder, the City Attorney, and CDFW and the stewardship endowment is approved through the Easement Grantee and the City Attorney, and;

WHEREAS, all fees associated with this action are available within the already approved budget for the Imjin Parkway Widening Project.

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

1. Approve the recording of a Conservation Easement to mitigate impacts of the Imjin Parkway Widening Project pursuant to California Department of Fish and Wildlife Incidental Take Permit # 2081-2019-007-04 on properties consisting of Accessor's Parcel Numbers #031-101-039, 031-101-041, and 031-101-056 for approximately 61.5± acres subject to final review by legal counsel, and;
2. Authorize the City Manager to execute the agreement on behalf of the City Council subject to final review and approval by the City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

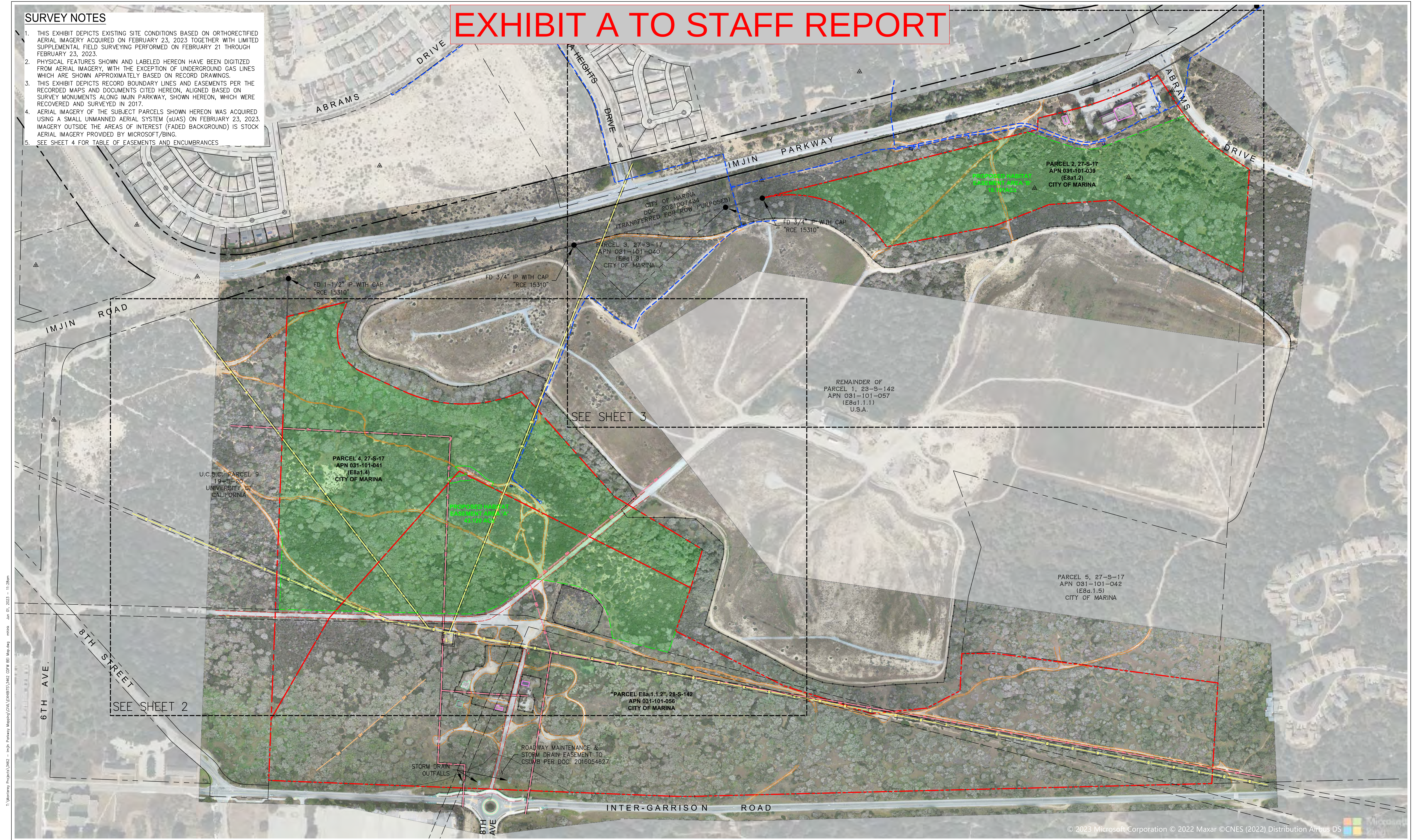
Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

SURVEY NOTES

- 1. THIS EXHIBIT DEPICTS EXISTING SITE CONDITIONS BASED ON ORTHORECTIFIED AERIAL IMAGERY ACQUIRED ON FEBRUARY 23, 2023 TOGETHER WITH LIMITED SUPPLEMENTAL FIELD SURVEYING PERFORMED ON FEBRUARY 21 THROUGH FEBRUARY 23, 2023.
- 2. PHYSICAL FEATURES SHOWN AND LABELED HEREON HAVE BEEN DIGITIZED FROM AERIAL IMAGERY, WITH THE EXCEPTION OF UNDERGROUND GAS LINES WHICH ARE SHOWN APPROXIMATELY BASED ON RECORD DRAWINGS.
- 3. THIS EXHIBIT DEPICTS RECORD BOUNDARY LINES AND EASEMENTS PER THE RECORDED MAPS AND DOCUMENTS CITED HEREON, ALIGNED BASED ON SURVEY MONUMENTS ALONG IMJIN PARKWAY, SHOWN HEREON, WHICH WERE RECOVERED AND SURVEYED IN 2017.
- 4. AERIAL IMAGERY OF THE SUBJECT PARCELS SHOWN HEREON WAS ACQUIRED USING A SMALL UNMANNED AERIAL SYSTEM (sUAS) ON FEBRUARY 23, 2023. IMAGERY OUTSIDE THE AREAS OF INTEREST (FADED BACKGROUND) IS STOCK AERIAL IMAGERY PROVIDED BY MICROSOFT/BING.
- 5. SEE SHEET 4 FOR TABLE OF EASEMENTS AND ENCUMBRANCES

EXHIBIT A TO STAFF REPORT



\\monterey-project\3462 - info\Parway Maping\City\Exhibits\3462_CPM_BI_Map.dwg mshok Jun 01, 2023 - 11:28am

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RECORD DATA PER VOL. 27 SYR. PG. 17
RECORD DATA PER VOL. 28 SUR. PG. 142

LEGEND

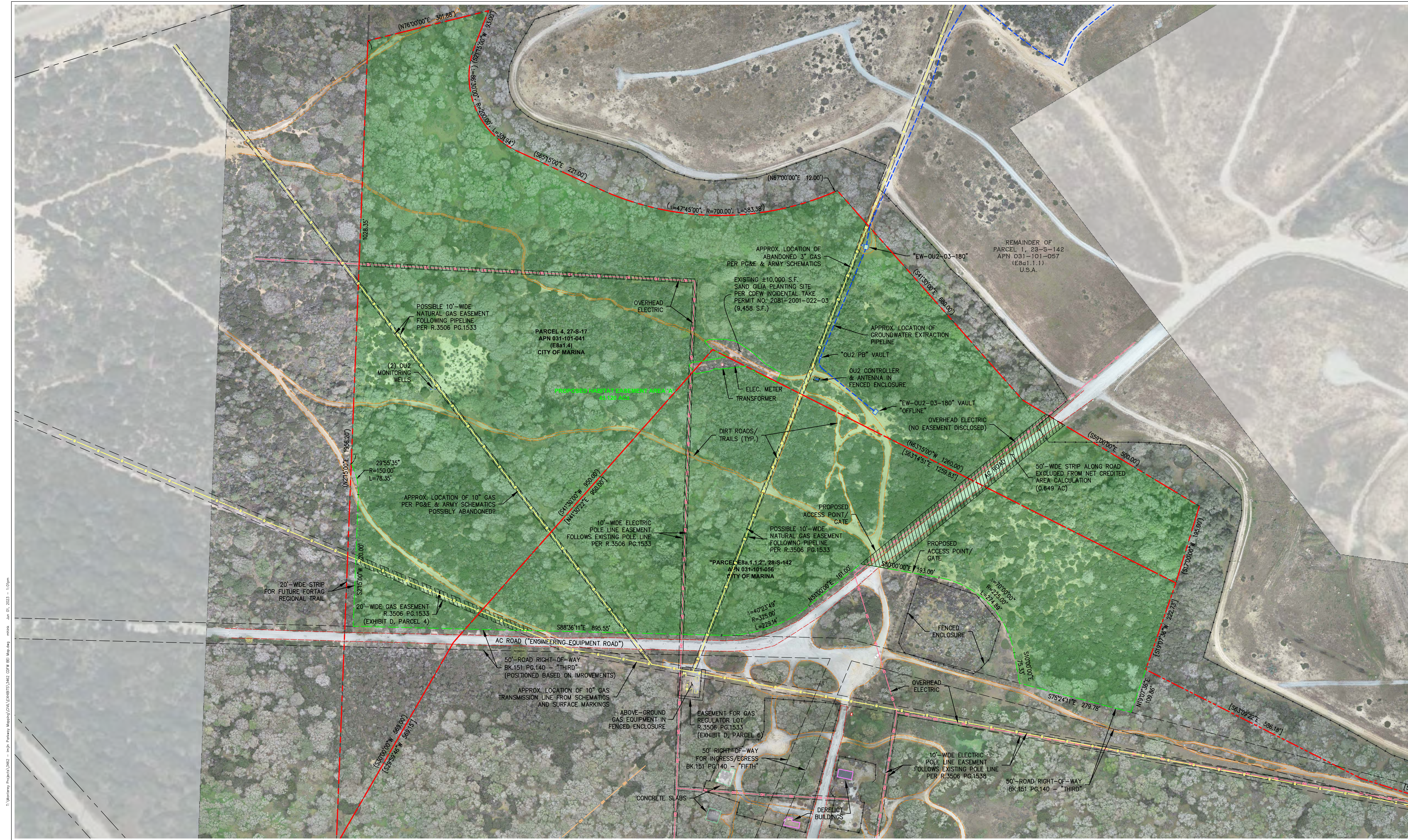
- ENCUMBERED PARCEL BOUNDARIES
- EDGE OF ROAD/PATH
- EXISTING EASEMENT / LEASE LINES
- OVERHEAD UTILITY LINES
- UNDERGROUND GAS LINES
- FENCE LINES
- GROUNDWATER PIPELINES



6 / 1 / 2023
Project No.:3462.02

Whitson
ENGINEERS

Civil Engineering
Land Surveying
6 Hams Court
Monterey, California
831.649.5225
whitsonengineers.com



1 Monterey Project 3462 - Info: Parkway, Marina, CA, Exhibits 3442, CPM, RD Map, map, Jun 01, 2023 - 1:01pm

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PROPOSED HABITAT EASEMENT AREAS

AREAS OF CONFLICTING USE EXCLUDED FROM CALCULATION OF MITIGATION AREA CREDITED

RECORD DATA PER VOL. 27 SYR. PG. 17

RECORD DATA PER VOL. 28 SUR. PG. 142

ENCUMBERED PARCEL BOUNDARIES

EDGE OF ROAD/PATH

EXISTING EASEMENT / LEASE LINES

OVERHEAD UTILITY LINES

UNDERGROUND GAS LINES

FENCE LINES

GROUNDWATER PIPELINES

100 0 100 200

SCALE: 1" = 100'

6 / 1 / 2023

Project No.:3462.02

W

Whitson

ENGINEERS

Civil Engineering

Land Surveying

6 Hams Court

Monterey, California

831.649.5225

whitsonengineers.com

Sheet 2 of 4

6

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APN 031-101-039 Per Preliminary Title Report by First American Title Company Order Number: 2714-6992912 Dated August 16, 2022			
Exception #	Document Reference	Description	Surveyor Comments
1	N/A	2022-2023 Taxes	Not Plottable
2	N/A	2021-2022 Taxes	Not Plottable
3	N/A	Proposed Community Facilities District No. 2014-1 (Clean Energy)	Not Plottable
4	N/A	Proposed Community Facilities District No. 2016-01	Not Plottable
5	N/A	Supplemental Taxes	Not Plottable
6	Vol. 19 Sur. Pg. 1	"The effect of a map"	Survey of Fort Ord Perimeter Boundary
7	Vol. 23 Sur. Pg. 94	"The effect of a map"	Survey of 2 parcels in Fort Ord. Subject property is within Parcel 1.
8	2001-090792 2001-090793 2001-094583	Water & Wastewater Easements of former Fort Ord	Blanket easements over (now) MCWD facilities. None known to exist within parcel
9	2002-028022	Property lies within Fort Ord Redevelopment Project Area	Not Plottable
10	2002-048597	"Covenant to Restrict Use of Property Environmental Restriction"	Blanket Restrictions Affecting Entire Property - Not Plottable
11	2004-103512	"Covenant to Restrict Use of Property Environmental Restriction"	Blanket Restrictions Affecting Entire Property - Not Plottable
12	2006-045190	Terms and provisions of a quitclaim deed (Army to FORA)	Reserves mineral rights to USA
13	2006-078031	Terms and provisions - quitclaim of Parcels E8a.1.2, E8a.1.3 (FORA to Monterey County RDA)	Terms of Quitclaim Affecting Entire Property - Not Plottable
14	2009-035680	"Covenant to Restrict Use of Property Environmental Restriction"	Blanket Restrictions Affecting Entire Property - Not Plottable
15	2009-060251	"Agreement to Implement a Mitigation Monitoring and/or Reporting Plan"	Blanket Restrictions Affecting Entire Property - Not Plottable
16	2019-060808	"The effect of a deed" - Grant deed from Monterey County RDA Successor Agency to the County of Monterey	Terms of Grant Deed Affecting Entire Property - Not Plottable
17	2020-069789	Conveyance Agreement	Not Plottable
18	2021-007434	"The effect of a deed" (Grant from Monterey County to Marina)	Terms of Vesting Deed for this Parcel - Not Plottable
19	N/A	Challenges arising by adoption of ABx1 26 or subsequent legislation including AB1484 By State of California.	Not Plottable
20	N/A	Inquiry regarding unrecorded liens or other indebtedness	Not Plottable
21	N/A	Water rights	Not Plottable
22	N/A	Facts disclosed by a correct ALTA/NSPS survey.	Not Applicable - No ALTA Survey Performed
23	N/A	ALTA/NSPS Survey	Not Applicable - No ALTA Survey Performed
24	N/A	Rights of public to land lying within any Road, Street, Alley or Highway	No public roads of record within subject property
25	N/A	Rights of parties in possession	Not Plottable

APN 031-101-041 Per Preliminary Title Report by First American Title Company Order Number: 2714-6903144 Dated September 22, 2022			
Exception #	Document Reference	Description	Surveyor Comments
1	N/A	Taxes	Not Plottable
2	N/A	Proposed Community Facilities District No. 2014-1 (Clean Energy)	Not Plottable
3	N/A	Proposed Community Facilities District No. 2016-1 (Clean Energy)	Not Plottable
4	N/A	Supplemental Taxes	Not Plottable
5	N/A	Any Unpaid Utility Fees - Monterey One Water	Not Plottable
6	N/A	Established easements not disclosed of record	None disclosed. This map depicts existing improvements
7	Bk. 151 Deeds Pg. 140	Road Easement to USA	Includes plotted 50'-wide easement for Engineer Equipment Road
8	R. 1058 Pg.16	Easement for Gas Pipeline to PG&E	The document cited in the title report is obsolete, expired in 1985. This was superseded by a permanent easement following the Fort Ord closure. Reel 3506, Page 1533. That document describes a 20' easement as depicted on this map, along with easements covering existing facilities at the time of closure.
9	Vol. 19 Sur. Pg. 1	"The effect of a map"	Survey of Fort Ord Perimeter Boundary. Map graphically depicts easements per Exceptions #7 & #8
10	Vol. 19 Sur. Pg. 15	"The effect of a map"	Survey of 8 parcels in Fort Ord. Subject properties not included but shown in periphery. Schematically depicts easements per exceptions #7 & #8
11	Vol. 23 Sur. Pg. 94	"The effect of a map"	Survey of 2 parcels in Fort Ord. Subject property is within Parcel 1. Schematically depicts easements per exceptions #7 & #8
12	2001-088380	Implementation Agreement	Not Plottable
13	2001-090792 2001-090793 2001-094583	Water & Wastewater Easements of former Fort Ord	Blanket easements over (now) MCWD facilities. None known to exist within parcel
14	Vol. 27 Sur. Pg. 17	"Easement shown or dedicated on the map..."	The referenced map does not show or dedicate any easements. (Background topography including existing roads and trails is shown)
15	2004-103512	"Covenant to Restrict Use of Property Environmental Restriction"	Blanket Restrictions Affecting Entire Property - Not Plottable
16	2006-045190 2007-003370	Terms and provisions of a quitclaim deed (Army to FORA)	Reserves mineral rights to USA
17	2007-058700	Terms and provisions - quitclaim of Parcels E8a.1.4 & E8a.1.5 (FORA to Monterey County RDA)	Terms of Quitclaim Affecting Entire Property - Not Plottable
18	2009-035680	"Covenant to Restrict Use of Property Environmental Restriction"	Blanket Restrictions Affecting Entire Property - Not Plottable
19	2020-069789	Conveyance Agreement	Not Plottable
20	2021-007434	Terms and provisions - quitclaim deed (Monterey County to Marina)	This is the vesting deed for this parcel
21	N/A	Property lies within Fort Ord Redevelopment Project Area	Not Plottable
22	N/A	Rights of public to land lying withing any Road, Street, Alley or Highway	No public roads of record within subject property
23	N/A	Rights of parties in possession	Not Plottable
24	N/A	Water rights	Not Plottable
25	N/A	Undisclosed taxes	Not Plottable
26	N/A	Facts, etc., discernable by inspection or inquiry	Not Plottable
27	N/A	Easements not shown by public record	Not Plottable
28	N/A	Boundary discrepancies, encroachments, etc. not of record	Shown hereon

APN 031-101-056 Per Preliminary Title Report by First American Title Company Order Number: 2714-6903153 Dated September 22, 2022			
Exception #	Document Reference	Description	Surveyor Comments
1	N/A	Taxes	Not Plottable
2	N/A	Proposed Community Facilities District No. 2014-1 (Clean Energy)	Not Plottable
3	N/A	Proposed Community Facilities District No. 2016-1 (Clean Energy)	Not Plottable
4	N/A	Supplemental Taxes	Not Plottable
5	N/A	Any Unpaid Utility Fees - Monterey One Water	Not Plottable
6	N/A	Established easements not disclosed of record	None disclosed. This map depicts existing improvements
7	Bk. 151 Deeds Pg. 140	Road Easement to USA	Includes plotted 50'-wide easement for Engineer Equipment Road
8	R. 1058 Pg.16	Easement for Gas Pipeline to PG&E	The document cited in the title report is obsolete, expired in 1985. This was superseded by a permanent easement following the Fort Ord closure. Reel 3506, Page 1533. That document describes a 20' easement as depicted on this map, along with easements covering existing facilities at the time of closure.
9	Vol. 19 Sur. Pg. 1	"The effect of a map"	Survey of Fort Ord Perimeter Boundary. Graphically depicts easements per Exceptions #7 & #8
10	Vol. 19 Sur. Pg. 15	"The effect of a map"	Survey of 8 parcels in Fort Ord. Subject properties not included but shown in periphery. Schematically depicts easements per exceptions #7 & #8
11	Vol. 23 Sur. Pg. 94	"The effect of a map"	Survey of 2 parcels in Fort Ord. Subject property is within Parcel 1. Schematically depicts easements per exceptions #7 & #8
12	Vol. 28 Sur. Pg. 142	"The effect of a map"	Survey of Subject Parcel. No easements shown.
13	2001-088380	Implementation Agreement	Not Plottable
14	2001-090792 2001-090793 2001-094583	Water & Wastewater Easements of former Fort Ord	Blanket easements over (now) MCWD facilities. None known to exist within parcel
15	Vol. 27 Sur. Pg. 17	"Easement shown or dedicated on the map..."	The referenced map does not show or dedicate any easements. (Background topography including existing roads and trails is shown)
16	2004-056381	"Covenant to Restrict Use of Property Environmental Restriction"	Blanket Restrictions Affecting Entire Property - Not Plottable
17	2004-056382 2004-059902 2007-033561	Terms and provisions of a quitclaim deed (Army to FORA)	Reserves mineral rights to USA
18	2007-058699	Terms and provisions - quitclaim of Parcel E8a.1.1,2 (FORA to Monterey County RDA)	Terms of Quitclaim Affecting Entire Property - Not Plottable
19	2009-035680	"Covenant to Restrict Use of Property Environmental Restriction"	Blanket Restrictions Affecting Entire Property - Not Plottable
20	2014-054627	Grant of Easement	Easement relating to construction of 8th Street Roundabout. Depicted on BIE Map. Does not affect proposed habitat easement area.
21	2020-069789	Conveyance Agreement	Not Plottable
22	2021-007434	Terms and provisions - quitclaim deed (Monterey County to Marina)	This is the vesting deed for this parcel
23	N/A	Property lies within Fort Ord Redevelopment Project Area	Not Plottable
24	N/A	Rights of public to land lying withing any Road, Street, Alley or Highway	No public roads of record within subject property
25	N/A	Rights of parties in possession	Not Plottable
26	N/A	Water rights	Not Plottable
27	N/A	Undisclosed taxes	Not Plottable
28	N/A	Boundary discrepancies, encroachments, etc. not of record	Not Plottable

SEME
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Easement Area A	Square Feet	Acres
Gross Area:	1,887,744	43.337
Existing Sand Gilla Planting Site:	9,458	0.217
Area Within 20'-wide PG&E Gas Easement:	8,921	0.205
Area Within 10'-wide Easement over 10" Gas Line:	10,714	0.246
Area Within 10'-wide Easement over Abandoned 3" Gas Line:	10,700	0.246
Area Within 10'-wide Pole Line Easement:	16,542	0.380
Area Within 50'-wide Strip Connecting to Landfill Parcel:	28,291	0.649
Net Area Credited - Easement Area A:	1,803,118	41.394
Easement Area B	Square Feet	Acres
Gross Area	792,420	18.191
Net Area Credited - Easement Area B:	792,420	18.191
Total Credited Easement Area:	2,595,538	59.585

June 30, 2023

Item No. **10f(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 5, 2023

**CITY COUNCIL CONSIDER AUTHORIZING THE ACCEPTANCE OF A
FISCAL YEAR 2022 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) #EMW-
2022-FG-08889 TO PURCHASE A SCBA AIR COMPRESSOR AND FILL
STATION WITH A 10% COST SHARE MATCH**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, authorizing the acceptance of a fiscal year 2022 Assistance to Firefighters (AFG) grant #EMW-2022-FG-08889, and;
2. Authorize the purchase of a SCBA Air Compressor and Fill Station utilizing AFG grant funds with a 10% cost share match through a cooperative purchasing agreement, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The purpose of the Assistance to Firefighters Grant (AFG) program is to protect the health and safety of the public along with firefighting personnel against fire and fire-related hazards. The AFG program also includes safety equipment firefighters use in the course of their duties. Following the grant guidelines, we applied for an AFG grant to replace our SCBA Air Compressor.

Our current SCBA Air Compressor is 36 years old and past its useful service life. The age of the current compressor makes repairs and annual certification nearly impossible. The current compressor is designed to fill 2,500 psi SCBA bottles, our current 4,500 psi bottles were not available when our current SCBA compressor was purchased. Because of this, it is quite a process to fill our cylinders as we are just able to build just enough pressure to fill our bottles to 4,500 psi. Due to the age of our current compressor, our SCBA Compressor and Fill station does not meet current UL, NFPA or OSHA standards. Replacing the SCBA Compressor and Fill Station is a high priority item for the Fire Department.

ANALYSIS:

On Friday June 23, 2023, the Marina Fire Department was notified by FEMA that our project is consistent with the AFG Grant Program's purpose and is worthy of the award. FEMA has notified us that we have been awarded \$75,000 to purchase a SCBA Air Compressor and Fill Station. Per the AFG grant rules, we are responsible for a 10% cost match. We have 30 days to accept the grant, or the grant is revoked by default.

Staff have been working with our vendors to acquire a replacement SCBA Air Compressor and Fill station that not only meets today's needs, but tomorrow's needs as well. We want to purchase an SCBA compressor that will provide many years of reliable service.

Staff is recommending that we purchase the Enbarr SCBA compressor and the companion Stallion Stationary Containment Fill enclosure. The Stallion Fill Station is designed to work with the Enbarr SCBA compressor. The Enbarr compressor and Fill Station will also fit into our existing SCBA Air Compressor room and the Enbarr compressor will also be able to utilize our existing electrical service. We will not need any structural or electrical upgrades to install this SCBA Air compressor and Fill Station. The new compressor will comply with all NFPA, OSHA standards, and will have a compliant UL Classified fill enclosure.

FISCAL IMPACT:

The original grant request for a 3-position fill station along with an updated compressor was for \$103,301.03 to include tax, shipping, and installation. FEMA reduced the amount of the award to \$75,000 of which the city is responsible for 10%. With the reduced award amount, we went back to our suppliers and determined that the SCBA Compressor and Fill Station described above will be within our revised budget and meet our needs. The price from our vendors also includes shipping and installation.

The Cities portion of the grant will be \$9,500 which includes the \$7,500 cost match and \$2,000 grant fees.

The purchase will be done through a cooperative purchase agreement that meets all City, State and Federal purchasing guidelines. Staff is requesting for the purchase to be included in the Fiscal Year 23/24 Fire Department budget.

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 Long
City Manager
City of Marina

RESOLUTION NO 2023 –

A RESOLUTION OF THE MARINA CITY COUNCIL AUTHORIZING ACCEPTANCE OF A FISCAL YEAR 2022 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) #EMW-2022-FG-08889 TO PURCHASE A SCBA AIR COMPRESSOR AND FILL STATION WITH A 10% COST MATCH

WHEREAS, The Fire Department's Self Contained Breathing Apparatus (SCBA) Air Compressor has reached the end of its useful service life, and;

WHEREAS, A SCBA air compressor is used to fill SCBAs which are essential safety equipment that allow firefighters to enter immediately dangerous to life or health (IDLH) environments, and SCBAs are required to conduct rescue, firefighting, and hazardous materials mitigation operations; and

WHEREAS, The Fire Department has applied for an Assistance to Fire Fighters Grant (AFG) to replace the SCBA Air Compressor and Fill Station; and

WHEREAS, The SCBA committee has evaluated and formulated specifications of a SCBA Air Compressor and Fill Station that is cost effective and will meet the needs of the City; and

WHEREAS, The SCBA committee has determined that the Enbarr Air Compressor and Stallion Fill Station is eligible to be purchased through cooperative purchasing which insures the lowest possible cost and satisfies all purchasing requirements; and

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

1. Consider adopting Resolution No. 2023-, authorizing the acceptance of a fiscal year 2022 Assistance to Firefighters (AFG) grant #EMW-2022-FG-08889, and;
2. Authorize the purchase of a SCBA Air Compressor and Fill Station utilizing AFG grant funds with a 10% cost share match through a cooperative purchasing agreement; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on July 5, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 5, 2023

**CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING THE
RELOCATION OF PUBLIC UTILITY EASEMENTS ON CITY PROPERTIES
FOR UTILITY IMPROVEMENTS BENEFITING THE IMJIN PARKWAY
WIDENING PROJECT**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, approving the relocation of public utility agreement/easement on City properties (shown on **Exhibit A**) for utility improvements benefiting the Imjin Parkway Widening Project subject to the technical approval of the legal descriptions by the City Engineer, and approval by the City Attorney;
2. Authorizing all other actions necessary to accept and record said agreements or easements on behalf of the City of Marina, and;
3. Authorizing the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

BACKGROUND:

At the regularly scheduled meeting of April 4, 2023, the City Council adopted Resolution No. 2023-35, approving the award of the Imjin Parkway Widening Project (Project) to Monterey Peninsula Engineering of Marina, California. The scope of work for the Project includes changing the grades and widths of the roadway requiring the relocation of existing utility infrastructure within the roadway.

Pacific Gas & Electric's (PG&E) electrical facilities within Fort Ord were granted a non-exclusive easement (Reel 3506 page 1533) for certain properties by the Fort Ord Reuse Authority (FORA) recorded on April 17, 1997. The easement document stipulates that PG&E would cover the costs of a one-time utility relocation if requested by FORA or its successor (City). As the properties were transferred to the City, the easement & PG&E's relocation requirements are still in effect.

ANALYSIS:

City staff has coordinated with PG&E to relocate electrical facilities within the Project site in order to complete the roadway improvements to Imjin Pkwy. At this time, PG&E is requesting a public utility agreement or easement to record this action and memorialize the relocation of their facilities. City staff will work with PG&E to prepare the easement documents.

FISCAL IMPACT:

PG&E bears the cost of relocation.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MARINA APPROVING THE
RELOCATION OF PUBLIC UTILITY EASEMENTS ON CITY PROPERTIES
FOR UTILITY IMPROVEMENTS BENEFITING THE IMJIN PARKWAY
WIDENING PROJECT

WHEREAS, at the regularly scheduled meeting of April 4, 2023, the City Council adopted Resolution No. 2023-35, approving the award of the Imjin Parkway Widening Project (Project) to Monterey Peninsula Engineering of Marina, California. The scope of work for the Project includes the relocation of existing utility infrastructure within the roadway;

WHEREAS, Pacific Gas & Electric's (PG&E) electrical facilities within Fort Ord were granted a non-exclusive easement ("Easement") on certain properties by the Fort Ord Reuse Authority (FORA);

WHEREAS, the Easement provides that PG&E would cover the costs of a one-time utility relocation if requested by FORA or its successor (City); and

WHEREAS, the City Council desires an easement to document the relocation of the public utilities.

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

1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.
2. Approve the creation of public utility agreement/easement on City properties (shown on **Exhibit A**) for utility improvements benefiting the Imjin Parkway Widening Project subject to the technical approval of the legal descriptions by the City Engineer, and approval of the City Attorney, and;
3. Authorize all other actions necessary to accept and record said agreements or easements on behalf of the City of Marina, and;
4. Authorize the City Clerk to record a certified copy of the resolution in the Monterey County office of the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of July 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT 'A'

SHEET 1 OF 2

LEGAL DESCRIPTION OF A PG&E EASEMENT

Certain real property situate in the former Fort Ord Military Reservation in the County of Monterey, State of California, being a portion of the of the corridor for Imjin Parkway described in document 2011003551 ("E4.7.1"), Official Records of said County, a portion of Parcel 6 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said County, a portion of Reservation Road described in document 2006026845 ("L5.10.2"), Official Records of said County and a portion of the corridor for Imjin Road described in document 2020006942, Official Records of said County, described as follows:

A strip of land, 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

Commencing at the most easterly corner of said Parcel 6 as shown on said map, said corner also being designated thereon as corner "32"; thence along the southeasterly line of said Parcel 6

- a) South 32°15'50" West, 121.40 feet to the corner designated on said map as "33"; thence departing said southeasterly line
- b) South 33°53'02" West, 43.22 feet to a point lying within said Parcel 6, being the **POINT OF BEGINNING** of said 10.00 foot wide strip of land; thence
- 1) North 49°35'08" East, 125.04 feet to a point hereinafter for convenience referred to as **Point 'A'**; thence
- 2) North 34°36'26" East, 220.96 feet to the terminus of said strip.

TOGETHER WITH a strip of land 5.00 feet wide, lying 2.50 feet on each side of a centerline beginning at the hereinabove described Point 'A' and running thence South 43°24'12" East, 15.00 feet to the terminus of said strip.

As shown on the plat attached hereto and made a part hereof.

A bearing of South 32°15'50" West for the southeasterly line of said Parcel 6, as retraced from found monuments, is the basis of bearings cited in this description.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

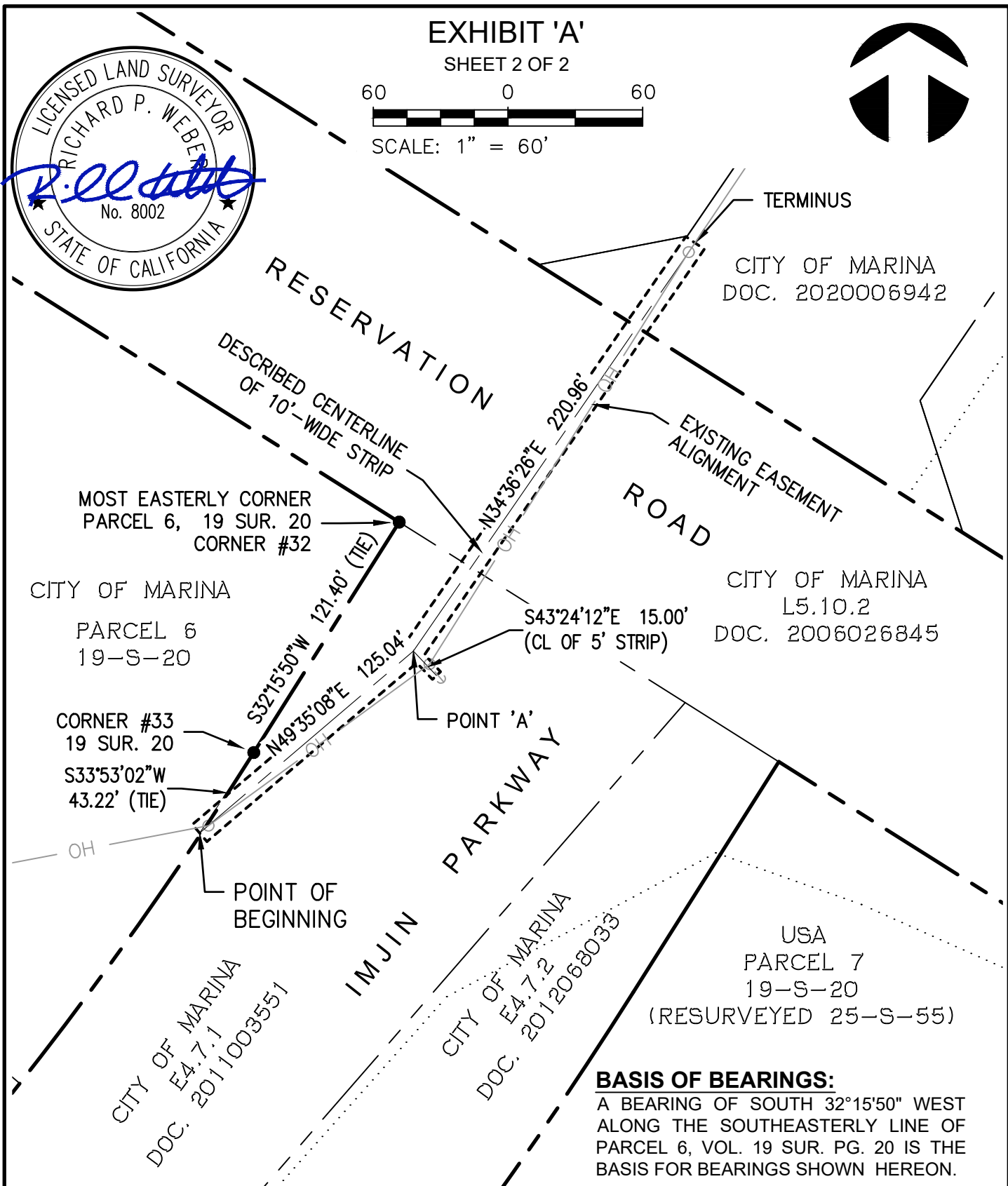


RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

10/28/2020

DATE





**PLAT TO ACCOMPANY DESCRIPTION
OF A PG&E EASEMENT**

IN PROJECTED SECTION 32, TOWNSHIP 14 SOUTH, RANGE 2 EAST
MONTEREY COUNTY, CALIFORNIA

OCTOBER 28, 2020

PROJECT No.: 3462.00



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT 'A'

SHEET 1 OF 2

LEGAL DESCRIPTION OF A PG&E EASEMENT

Certain real property situate in the former Fort Ord Military Reservation in the County of Monterey, State of California, being a portion of the of the corridor for Imjin Parkway described in document 2011003551 ("E4.7.1"), Official Records of said County and a portion of the parcel designated "MARINA 1-A" on the map filed for record in Volume 23 of Surveys at Page 79 in the office of the County Recorder of said County, described as follows:

A strip of land, 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

BEGINNING at a point within said parcel "E4.7.1" as described in said document, at a point that bears South 39°36'59" West, 77.85 feet from the most southerly corner of Parcel 5 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20; thence

1) South 49°24'37" West, 205.88 feet to a point hereinafter for convenience referred to as **Point 'A'**; thence

2) South 58°24'18" East, 40.00 feet to the terminus of said strip.

TOGETHER WITH a strip of land, 5.00 feet wide, lying 5.00 feet on the right (southwesterly) side of a left sideline beginning at the hereinabove described Point of Beginning and running thence South 37°16'02" East, 10.15 feet to the terminus of said strip.

TOGETHER WITH a strip of land, 10.00 feet wide, lying 5.00 feet on each side of a centerline beginning at the hereinabove described Point 'A' and running thence South 25°41'26" West, 112.88 feet to the terminus of said strip.

TOGETHER WITH a strip of land, 5.00 feet wide, lying 2.50 feet on each side of a centerline beginning at the hereinabove described Point 'A' and running thence South 49°24'37" West, 25.00 feet to the terminus of said strip.

TOGETHER WITH a strip of land 5.00 feet wide, lying 2.50 feet on each side of a centerline beginning at the hereinabove described Point 'A' and running thence North 58°24'18" West, 20.00 feet to the terminus of said strip.

As shown on the plat attached hereto and made a part hereof.

A bearing of North 50°00'00" East for the sidelines of the Imjin Road Corridor as depicted on said map of the "MARINA 1-A" parcel, as retraced from found monuments, is the basis of bearings cited in this description.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS



RICHARD P. WEBER, LS

L.S. No. 8002

Job No.: 3462.00

10/28/2020

DATE





EXHIBIT 'A'

SHEET 2 OF 2

60 0 60

SCALE: 1" = 60'

UNIVERSITY
OF CALIFORNIA

PARCEL 5
19-S-20

BASIS OF BEARINGS
N50°00'00"E

MOST SOUTHERLY CORNER
PARCEL 5, 19 SUR. 20
CORNER #36

S39°36'59"W
77.85' (TIE)

MARINA 1-A
23-S-79

POINT OF
BEGINNING

S37°16'02"E 10.15'
(LEFT SIDELINE OF 5' STRIP)

DESCRIBED CENTERLINE
OF 10'-WIDE STRIP

POINT 'A'

CITY OF MARINA
E4.7.1
DOC. 2011003551

N58°24'18"W 20.00'
(CL OF 5' STRIP)

S49°24'37"W 25.00'
(CL OF 5' STRIP)

IMJIN PARKWAY
CITY OF MARINA
E4.7.2
DOC. 2012068033

EXISTING EASEMENT
ALIGNMENT

TERMINUS

S58°24'18"E
40.00'

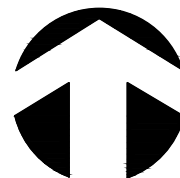
EXISTING EASEMENT
ALIGNMENT

S25°41'26"W 112.88'
(CL OF 10' STRIP)

N50°00'00"E

BASIS OF BEARINGS:

A BEARING OF SOUTH 50°00'00" WEST AS MEASURED
ALONG THE NORTHWESTERLY LINE OF THE IMJIN ROAD
CORRIDOR AS SHOWN ON VOL. 23 SUR. PG. 79 IS THE
BASIS FOR BEARINGS SHOWN HEREON.



PLAT TO ACCOMPANY DESCRIPTION OF A PG&E EASEMENT

IN PROJECTED SECTION 32, TOWNSHIP 14 SOUTH, RANGE 2 EAST

MONTEREY COUNTY, CALIFORNIA

OCTOBER 28, 2020

PROJECT No.: 3462.00



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT 'A'

SHEET 1 OF 2

LEGAL DESCRIPTION OF A PG&E EASEMENT

Certain real property situate in the former Fort Ord Military Reservation in the County of Monterey, State of California, being portions of the of the corridor for Imjin Parkway described in documents 2006022050 ("E4.6.1") and 2012068033 ("E4.6.2"), Official Records of said County, and a portion of the parcel designated "ABRAMS I" on the map filed for record in Volume 25 of Surveys at Page 26 in the office of the County Recorder of said County, described as follows:

A strip of land, 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

Commencing at the most westerly corner said Parcel 2 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 15 in the office of the County Recorder of said County, said corner also being designated thereon as corner "48"; thence along the northwesterly line of said Parcel 2 the following two (2) courses and distances:

- a) North 61°00'00" East, 108.24 feet to the corner designated on said map as "49"; thence
- b) Northeasterly 16.40 feet along the arc of a tangent curve to the left having a radius of 2,500.00 feet, through a central angle of 00°22'33" to the POINT OF BEGINNING of said 10.00 foot wide strip of land; thence departing said northwesterly line of Parcel 2

1) North 32°18'23" West, 307.19 feet to the terminus of said strip.

The sidelines at the beginning of said strip are to be extended or shortened so as to terminate on the northwesterly line of said Parcel 2.

As shown on the plat attached hereto and made a part hereof.

A bearing of North 61°00'00" East for the northwesterly line of said Parcel 2 as retraced from found monuments is the basis of bearings cited in this description.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

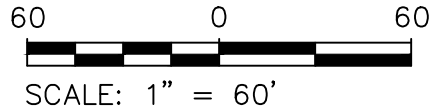
10/28/2020
DATE



CITY OF MARINA
ABRAMS I
25-S-26
TERMINUS

EXHIBIT 'A'

SHEET 2 OF 2



NON-EXCLUSIVE
EASEMENT PER
DOC. 2006043305

DESCRIBED CENTERLINE
OF 10'-WIDE STRIP

EXISTING EASEMENT
ALIGNMENT

CITY OF MARINA
E4.6.1
DOC. 2006022050

IMJIN PARKWAY

CITY OF MARINA
E4.6.2
DOC. 2012068033

$\Delta=0^{\circ}22'33''$
 $R=2500.00'$
 $L=16.40'$ (TIE)

POINT OF BEGINNING

CORNER #49
19 SUR. 15

MOST WESTERLY CORNER
PARCEL 2, 19 SUR. 15
CORNER #48

CSUMB
PARCEL 2
19-S-15

PROPOSED EASEMENT OVER
CSUMB PROPERTY
TO BE GRANTED BY
SEPARATE DOCUMENT

BASIS OF BEARINGS:

A BEARING OF NORTH $61^{\circ}00'00''$ EAST ALONG THE
NORTHWESTERLY LINE OF PARCEL 2, VOL. 19 SUR. PG. 15
IS THE BASIS FOR BEARINGS SHOWN HEREON.

PLAT TO ACCOMPANY DESCRIPTION OF A PG&E EASEMENT

IN PROJECTED SECTION 5, TOWNSHIP 15 SOUTH, RANGE 2 EAST

MONTEREY COUNTY, CALIFORNIA

OCTOBER 28, 2020

PROJECT No.: 3462.00



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

ORDINANCE NO. 2023-08

AN ORDINANCE REPEALING AND REPLACING MARINA MUNICIPAL CODE CHAPTER 13.22 MARINA MUNICIPAL AIRPORT AND ADOPTING RULES AND REGULATIONS AND MINIMUM OPERATING STANDARDS TO BE INCORPORATED BY REFERENCE

1. The Marina Municipal Airport operates under the oversight of the Federal Aviation Administration (FAA). The FAA directs that airport owners, in exchange for federal funding to assist in airport development, should establish Rules and Regulations for users of the airport and Minimum Operating Standards for those wishing to provide aeronautical services on the airport.

2. Marina Municipal Code (“MMC” or “Code”) Chapter 13.22 provides the regulatory authority and framework for the Marina Municipal Airport (“Airport”). The Code was adopted through Ordinance No. 96-1 and contains the current Rules and Regulations and Minimum Operation Standards.

3. To ensure the efficient, orderly, safe and compliant operations of the Airport, the Rules and Regulations and Minimum Operation Standards require regular updating.

4. The purpose of the Rules and Regulations is to govern the operation and use of civilian facilities and operations at the Airport. They are intended to be in addition to and not in conflict with any Federal, State, or local laws, ordinances, rules, regulations, or policies.

5. The Minimum Operating Standards establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Airport. The adoption and enforcement of such Minimum Operating Standards ensures that those individuals, or entities, engaged in commercial aeronautical activities meet certain standards.

6. The City Council desires to repeal and replace Marina Municipal Code Chapter 13.22, Marina Municipal Airport, to remove the Rules and Regulations and Minimum Operating Standards and incorporates them by reference to ensure ongoing consistency with the FAA regulations and industry standards. The updated Rules and Regulations (**Exhibit “A”**) and Minimum Operating Standards (**Exhibit “B”**) are attached hereto..

7. The City Council reviewed the proposed ordinance and held a duly noticed public hearing on June 20, 2023.

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, Article 5, Sections 15060(c)(2) and 15061(b)(3) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and 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 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 Guideline Sections 15060(c)(2) and 15061(b)(3).

SECTION 3. The City Council hereby repeals and replaces the entirety of MMC Chapter 13.22 as follows:

Chapter 13.22
MARINA MUNICIPAL AIRPORT
Article I. General Provisions

Sections:

- 13.22.010 Adoption of Marina Municipal Airport Rules and Regulations.
- 13.22.020 Compliance with Federal Aviation Act and Federal Aviation Regulations.
- 13.22.030 Airport Manager shall enforce Rules and Regulations.
- 13.22.040 Compliance with applicable rules and laws.
- 13.22.050 Duties and powers of the Airport Manager.
- 13.22.060 Interference with airport use prohibited.
- 13.22.070 Entrance on airport operations area restricted.
- 13.22.080 Use of airport for commercial activities.
- 13.22.090 Lease or permit required to conduct commercial business.
- 13.22.100 Fees, rates, and charges.
- 13.22.110 Enforcement

Article I. General Provisions

13.22.010 Adoption of Marina Municipal Airport Rules and Regulations

The Marina Municipal Airport Rules and Regulations and Minimum Operating Standards are hereby adopted by the city and incorporated by reference into this chapter, and made a part hereof. The city

manager is authorized to amend the Rules and Regulations and Minimum Operating Standards from time to time to ensure compliance with this chapter.

13.22.020 Compliance with Federal Aviation Act and Federal Aviation Regulations.

A. The Federal Aviation Administration (FAA) Act of 1958 authorizes the administrator of the FAA to prescribe air traffic rules and regulations governing the flight of aircraft. The Federal Aviation Regulations promulgated by the administrator cover all flights on or in the vicinity of the airport.

B. Aeronautical operators, aircraft owners, and other users of the airport are required to be familiar with and comply with the Federal Aviation Regulations and, in particular, Part 91, General Operating and Flight Rules, of said regulations. Copies of these Federal Aviation Regulations are available through the nearest Federal Aviation Administration office.

C. All aeronautical activities at the airport and all flying of aircraft departing from or arriving at said airport shall be conducted in conformity with the Federal Aviation Regulations.

13.22.030 Airport Manager shall enforce Rules and Regulations.

The Airport Manager is empowered to oversee the operations of the airport and to apply and enforce the Rules and Regulations and the Marina Municipal Airport Minimum Operating Standards. The Rules and Regulations incorporated by reference shall apply specifically to the airport and are supplemental to the Federal Aviation Regulations.

13.22.040 Compliance with applicable rules and laws.

All persons using the airport shall be subject to, and governed by, the Rules and Regulations and Minimum Operating Standards established by the Airport Manager, and all other applicable provisions of city ordinances and resolutions, county ordinances and resolutions, state and federal laws, and the Federal Aviation Regulations.

13.22.050 Duties and powers of the Airport Manager.

A. The Airport Manager shall represent the city at all times in regard to all airport matters. They shall also have the following duties and powers:

1. The Airport Manager shall at all times have authority to take such actions as may be deemed necessary to safeguard the public in attendance at the airport, including amending the Rules and Regulations and Minimum Operating Standards as necessary to conform with FAA Regulations and industry standards.

Every fixed base operator, aeronautical operator, aircraft owner, or other person employed on or using the airport shall cooperate to enforce the city Rules and Regulations and to see that all persons upon the premises use care to prevent injury to persons or damage to property.

2. The Airport Manager may suspend or restrict any or all operations at the airport whenever such action is deemed necessary in the interest of safety.

3. The Airport Manager may suspend, as a means of safeguarding the airport and the public, the privileges of the airport and its facilities to any person refusing to comply with these Rules and Regulations.

4. The Airport Manager shall have authority to restrict airport operations to such portion(s) of the airport as he/she may deem necessary or desirable. Any part of the airport temporarily unsafe for aircraft operation which is not available for normal use shall be clearly marked in accordance with recommendations of the FAA.

5. The Airport Manager may issue permits or written permission for use of the airport as authorized herein in the Minimum Operating Standards.

6. The Airport Manager, in any contingency or emergency not specifically covered by the Rules and Regulations or minimum operating standards, is authorized to make such decisions as to him/her may seem proper.

B. Any person aggrieved by a decision of the Airport Manager restricting or prohibiting use of the airport and its facilities, or prohibiting or restricting airport operations, may appeal the Airport Manager's decision to the Marina Airport Commission. A notice of appeal stating the grounds therefore shall be filed with the Airport Commission within ten calendar days following the issuance of the Airport Manager's decision. The matter shall be set for hearing by the Airport Commission within sixty calendar days thereafter.

13.22.060 Interference with airport use prohibited.

No person shall unreasonably obstruct, impair, or interfere with the use of the airport by any other person, or unreasonably obstruct, impair, or interfere with the passage and safe, orderly and efficient use of the airport by any other person, vehicle, or aircraft.

13.22.070 Entrance on airport operations area restricted.

No person, except aeronautical operators, duly authorized personnel, or other persons going to or from aircraft personally conducted by aeronautical operators or airport attendants, shall be permitted to enter the airport operations area. Any person or persons so excepted does not have the privilege of unrestricted use of the airport operations area. These privileges are confined to the necessary use of such space in connection with flights or routine duties.

13.22.080 Use of airport for Commercial Activities or Commercial Aeronautical Activities.

Subject to the Rules and Regulations, Minimum Operating Standards, applicable orders, certificates, or permits of the FAA, or its successors, no person shall use the airport or any portion thereof, or any of its improvements or facilities, as a base for revenue-producing commercial business or activities without compliance with the requirements of this chapter, and other provisions of the city of Marina Municipal Code.

13.22.090 Lease, License, permit or Agreement required to conduct Commercial Activities or Commercial Aeronautical Activities.

A. All persons conducting Commercial Activities or Commercial Aeronautical Activities at the Airport shall, as a condition of conducting such activities, obtain a lease, license, permit, and/or agreement with or from the City authorizing such activities pursuant to, and comply with, all applicable requirements concerning such activities as are set forth in the Minimum Operating Standards and the Airport Rules and Regulations. All persons conducting Commercial Activities or Commercial Aeronautical Activities at the Airport shall obtain a city business license.

B. It is unlawful for any person not so authorized by lease, license, permit, and/or agreement with the city to conduct Commercial Activities or Commercial Aeronautical Activities at the airport.

13.22.100 Fees, rates, and charges.

A schedule of fees, rates, and charges for use of airport areas and facilities shall be established from time to time by resolution of the city council.

13.22.110 Enforcement

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter or the Rules and Regulations incorporated herein.. Failure to comply with any

of the requirements shall constitute a violation of this code and a citation may be issued to the responsible party, and shall be punishable as set forth in Chapters 1.08 and 1.12.

SECTION 4. The updated Rules and Regulations and Minimum Operating Standards, which are incorporated by referenced, are attached hereto as Exhibit A and B, respectively.

SECTION 5. 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 6. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY a true and correct copy of the foregoing ordinance was introduced at a regular meeting of the Marina City Council/Airport Commission held on June 20, 2023, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on the 5th day of July 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



**MARINA MUNICIPAL AIRPORT
RULES AND REGULATIONS**



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MARINA MUNICIPAL AIRPORT RULES AND REGULATIONS

Purpose

The purpose of these Rules and Regulations is to promote the safe and efficient operations of Marina Municipal Airport and to provide services for aircraft operators, tenants, businesses, and the public. The Rules and Regulations apply to all activities on the airport. City of Marina ("City") staff as designated are responsible for administering these Rules and Regulations.

Article 1. General Provisions and Definitions

Section 1-1. Definitions

Whenever used in these Rules and Regulations, the following capitalized words and phrases, as well as the corresponding noncapitalized words and phrases, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. All definitions contained within the Federal Aviation Regulations (14 C.F.R.) Part 1 shall be considered as included herein; to the extent such definitions are not inconsistent with the definitions contained in this Article.

Aeronautical Item: An item that is used to support the operation, maintenance, or storage of the aircraft permitted to be stored in the Hangar, including parts, tools, equipment, and other support items.

Aircraft Accident or Incident: A collision or other contact between a part of an aircraft and another aircraft, vehicle, Person, stationary object, or other thing that results in bodily injury, death, or property damage; or an entry into or emerging from an aircraft or vehicle by a Person that results in bodily injury or death of any Person or property damage.

Air Traffic: Aircraft operations anywhere in the Airspace around the Airport and on the Airport Movement Area.

Air Traffic Control: A service operated by a duly designated authority to direct air traffic movements and promote the safe, orderly, and expeditious flow of air traffic.

Aircraft: A human operated vehicle that is used or intended for use for flight. Includes fixed-wing and rotorcraft vehicles.

Aircraft Fuel: All flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating: (a) an internal combustion engine; or (b) a jet or turbine engine.

Aircraft Maintenance: All maintenance performed on an Aircraft, including Major Aircraft Alterations and Repairs, and Aircraft Preventive Maintenance.



Aircraft Operation: An aircraft arrival at or departure from the Airport.

Aircraft Owner: Any Person holding legal title to an aircraft, as evidenced by an appropriate certificate of title if applicable, or person authorized by the legal title holder to use or possess the aircraft.

Aircraft Parking Area: A Hangar and apron location on the Airport designated by the Airport Manager for the parking and storage of aircraft.

Aircraft Preventive Maintenance: Aircraft Maintenance that is not a Major Aircraft Alteration or Repair, and does not involve complex assembly operations, and is of the types as listed in FAR Part 43 Appendix A, paragraph (C), except that item (22) thereof, replacing prefabricated fuel lines, shall, for the purpose of the Rules and Regulations, be considered a major aircraft repair.

Airport: All of the City-owned or leased real and or personal property comprising the Marina Municipal Airport as it now exists or as may hereafter be expanded and developed, including all of the facilities as shown on the most current FAA-approved Airport Layout Plan.

Airport Grant Agreement: An agreement between the FAA and an airport sponsor through which the airport sponsor received grant money from the FAA in exchange for committing to fulfill certain obligations related to the airport operated by the sponsor.

Airport Manager: The City Manager or their designee.

Airport Movement Area: The Runway, Taxiways, Taxilanes and Aircraft Parking Areas. The designation of areas of the Airport as Airport Movement Areas shall apply at all times.

Airport Operations Area: That portion of airport property on the Airside of the perimeter fence.

Airside: The portion of an Airport that contains the facilities necessary for the operation of aircraft. Generally, everything inside the perimeter fence.

Airspace: Generally, the Airspace surrounding Airport. This includes the Class G Airspace from the surface to 700 feet above the airport elevation (charted in MSL). The Class E Airspace from 700 feet to 2,500 feet above the Airport and the Class C Airspace from 2,500 feet to 4,200 feet which is associated with the Monterey Regional Airport Airspace.

Aviation Use: A permissible use of airport property or facilities that requires access to the runway/taxiway system or is in support of airport operations.

Based Aircraft: An aircraft (1) which the owner physically locates at the Airport with the intent and purpose to remain for an undetermined period; (2) which, whenever absent from the Airport, including for a limited or seasonal duration, its owner intends to return to the Airport for permanent storage; and (3)



whose presence on the Airport is not transitory in nature. Generally Based Aircraft reside at the Airport for at least six months of the year.

Based Commercial Aeronautical Activity Provider: A Commercial Aeronautical Activity Provider that has obtained the appropriate City approval and/or been given Permission by the Airport Manager to conduct its business using an Airport Hangar or other Airport facility as the primary location for its business.

City: The City of Marina, California.

Commercial Activity: The conduct of any aspect of a business, concession, or service in order to provide goods or services to any Person for compensation, including any such activity conducted by a charitable or non-profit organization.

Commercial Aeronautical Activity: Any Commercial Activity that involves, makes possible, or is required for the operation of aircraft or an airport or that contributes to or is required for the safety of such operations. The following activities are “Commercial Aeronautical Activities” within this definition:

- (a) Aircraft sales and services.
- (b) Airframe and powerplant repair services.
- (c) Aircraft rental services.
- (d) Flight training services.
- (e) Aircraft charter or on-demand air taxi services.
- (f) Airfreight, air cargo, or air carrier operation.
- (g) Air ambulance services.
- (h) Airborne mineral exploration.
- (i) Aircraft management services.
- (j) Radio, Instrument or Propeller Repair Services.
- (k) Aerial Applications (Crop-Dusting, Fire Suppression).
- (l) Aviation Fuels and Petroleum Product Sales.
- (m) Sale of Aviation Parts.
- (n) Lease, sublease, or rental permit of any Aircraft Hangar, Shade, Tiedown, or other Parking Space.
- (o) Banner Towing and Aerial Advertising.
- (p) Aerial Photography or Survey.
- (q) Powerline or Pipeline Patrol.
- (r) Aircraft Washing and Cleaning Services.
- (s) Skydiving.
- (t) Any other commercial activity that is directly related to the operation, maintenance, repair, or storage of aircraft or the operation of the Airport.

Commercial Aeronautical Activity Provider: Any person that provides a Commercial Aeronautical Activity on the Airport.



Control Tower: An airport traffic control tower which is authorized by the FAA to control and direct the movement of aircraft. There is not an active Control Tower at the Airport.

Disabled Aircraft: An aircraft that remains on the Airport Movement Area following an Aircraft Accident or Incident or other event that renders it unairworthy or is not moveable under its own power.

Dope: To smear or cover with varnish or other thick liquid.

Drone: An aircraft without a human pilot on board and a component of an unmanned aircraft system (UAS).

FAA: The Federal Aviation Administration.

FAA Certificate of Aircraft Registration: FAA form (AC Form 8050, as amended) that shows aircraft type and current ownership.

FAR: The Federal Aviation Regulations.

Federal Airport Grant Assurance Obligations: Provisions within a Federal Airport Grant Agreement with which the recipient of Federal airport development assistance has agreed to comply in exchange for the assistance provided.

Fixed Base Operator (FBO): A person that conducts the type of Commercial Aeronautical Activity described in Article 7 of the Minimum Operating Standards.

Flying Club: A non-profit entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel Handling: The transportation, delivery, and draining of fuel or fuel waste products, and the fueling/defueling of aircraft.

Fuel Co-op: A fuel cooperative organization, which includes any arrangement between a group of persons that provides for the obtaining and distribution of fuel to those persons or to others, other than as a Fixed Base Operator.

Fuel Storage Area: Any portion of the Airport designated temporarily or permanently by the City and Airport as an area in which fuel may be stored or loaded.

General Aviation: All types of civil aviation operations other than those conducted as a Commercial Aeronautical Activity.

Ground Support Equipment (GSE): The support equipment at an airport used to service or support the operation of aircraft on the ground.

Hangar: Aircraft hangars used for aircraft storage, aircraft maintenance, for operating an aviation related business.



Hazardous Materials: Any chemical, substance, material, waste or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic or radioactive, or as a contaminate or pollutant, or other similar term, by, and/or that is subject to regulation under, any federal, state or local environmental or hazardous materials statute, regulation or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.

Landside: The portion of an airport that provides the facilities necessary for the processing of passengers, cargo, freight, and ground transportation vehicles.

Lease: A contract granting the right to occupy or use property during a certain period in exchange for a specified rent.

Long-Term Airport Use Permit: A Permit that has been approved and issued by the Airport Manager, prior to conducting any commercial business at the Airport. Long-Term Airport Use Permits are intended for businesses operating at the Airport for more than 180 days.

Major Aircraft Alterations and Repairs: Major aircraft alterations and/or repairs of the types listed in FAR Part 43 Appendix A, paragraphs (a) and (b).

Minimum Operating Standards: Those standards adopted by the City as the minimum requirements to be met as a condition for the privilege of conducting Commercial Activities at the Airport, as such standards may be amended from time to time, and containing detailed provisions outlining the minimum building size and other standards acceptable by the Airport for a business operating on the Airport.

Non-Aviation Use: A permissible use of airport property and facilities that does not require access to the runway/taxiway system. Non-Aviation Use of Airport property and/or facilities is permissible in designated areas and is subject to FAA approval.

Non-Tenant Operator: A Commercial Aeronautical Activity Provider with no established office, station or location on Airport property and not having a Lease agreement with the Airport. A Non-Tenant Operator must obtain a Short-Term or Long-Term Airport Use Permit.

NTSB: The National Transportation Safety Board.

NOTAM: Notice to Air Missions.

Operational Area: Any portion of the Airport to which the public is prohibited access by fences or appropriate signs, and that is not leased or demised to anyone for exclusive use, including Runways, Taxiways, Taxilanes, all ramps and apron areas, Aircraft Parking Areas, Fuel Storage Areas, maintenance areas, and any other area of the Airport used or intended to be used for landing, take-off, or surface maneuvering of aircraft, or for embarking or debarking of aircraft passengers.

Park, Parked, or Parking: The standing of an Aircraft or Vehicle, whether occupied or not.



Permission: An approval or authorization granted by the City or the Airport Manager.

Permit: A written document issued by the Airport Manager, authorizing the recipient to conduct one or more Commercial Activities at the Airport. The Permit types are, (a) Short-Term Airport Use Permit, and (b) Long-Term Airport Use Permit.

Person: Any human being, governmental or political subdivision or public agency, public or private corporation, any partnership, firm, association, club, or other organization; any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing; or any other legal entity.

Police Officer: Any commissioned peace officer.

Road or Roadway: Any roadway within the boundaries of the Airport and designated for use by Vehicles, whether improved or unimproved and whether dedicated or not.

Rules and Regulations: The version of this document in effect at any given time.

Runway: The defined rectangular area of the Airport prepared and designated for aircraft landing and takeoff.

Shade: An area used for the storage of aircraft or other items permitted by the Airport Manager or for activities permitted by the Airport Manager that is covered by a roof but no sides.

Short-Term Airport Use Permit: A Permit that has been approved and issued by the Airport Manager, prior to conducting any commercial business at the Airport. Short-Term Airport Use Permits are intended for businesses operating at the Airport for a term of less than 180 days

Specialized Aviation Service Operator (SASO): A person that conducts one or more of the types of Commercial Aeronautical Activities described in Article 8 of the Minimum Operating Standards.

Sublease: A Tenant with an aircraft who has an agreement to store their aircraft in a hangar building that is owned or leased from the Airport by another Tenant. Individual hangar units owned by the Airport, such as T-hangars, cannot be sublet and must be occupied with an aircraft owned by the hangar lessee.

Taxilane: The portion of the Aircraft Parking Areas used for access between Taxiways and aircraft Parking positions. Also includes those paved surfaces leading to hangar areas.

Taxiway: A defined path established for the taxiing of aircraft from one part of the Airport to another. Typically accommodates higher aircraft movement speeds than Taxilanes.

Taxiway/Taxilane Object Free Area: A define surface extending from the centerline to the sides of a Taxiway or Taxilane that must be clear of objects to ensure the safe movement of aircraft.



Traffic Pattern: The traffic flow that is prescribed for aircraft using the Airport. The Airport supports a left Traffic Pattern for Runway 11 and a right Traffic Pattern for Runway 29.

Tenant: Any Person authorized to occupy or use any portion of the Airport on the basis of either a written lease or permit directly with or from the City, or a sublease with an entity that has a lease directly with the City. "Tenant" includes any entity that has an ownership interest in a Hangar located on Airport property, since that ownership interest is subject to both: (a) the lease under which the underlying land was leased from the City, and (b) the sublease under which that land was subleased from the entity (such as a Hangar association) that leased the land directly from the City.

Tiedown: An area used for the storage of aircraft or other items permitted by the Airport Manager or for activities permitted by the Airport Manager that is not covered by a roof. Tiedowns are categorized as Based or Transient with a Based Tiedown being a monthly lease and a Transient Tiedown being available for short term overnight parking and subject to the overnight parking fee.

Ultralight vehicle: A vehicle intended or used for the purpose of flight and defined and operated in accordance with Part 103 of the Federal Aviation Regulations.

Unmanned Aircraft System (UAS): A system for flying an unmanned vehicle that includes the vehicle (commonly referred to as a drone), a controller, and a system of communication between the two.

Vehicle: A device other than an Aircraft in, upon, or by which any Person or property is or may be propelled, moved, or drawn upon a Roadway.

Vehicle Parking Area: Any portion of the Airport designated and made available temporary or permanently by the City for the Parking of Vehicles.

Vehicular Accident: A collision or other contact between a part of one Vehicle and another Vehicle, or a Person, stationary object or other thing that results in bodily injury, death, or property damage; or an entry into or emerging from any Vehicle by a Person that results in bodily injury or death of any Person or property damage.

Section 1-2. Compliance with Federal Aviation Act and Federal Aviation Regulations

1. The Federal Aviation Act of 1958 authorizes the Administrator of the Federal Aviation Administration (FAA) to prescribe air traffic rules and regulations governing the flight of aircraft. The Federal Aviation regulations promulgated by the Administrator cover all flights on or in the vicinity of the Airport.
2. Aeronautical operators, aircraft owners, and other users of the Airport are required to be familiar with and comply with the Federal Aviation Regulations (FAR), including Part 91, General Operating and Flight Rules. Copies of these Federal Aviation Regulations are available through the FAA.
3. All aeronautical activities at the Airport and all flying of aircraft departing from or arriving at the Airport, shall be conducted in conformity with the FARs.



Section 1-3. Airport Manager Shall Enforce Rules and Regulations

The Airport Manager is empowered to oversee the operations of the Airport and to apply and enforce the Rules and Regulations contained herein. The Rules and Regulations contained herein apply specifically to the Airport and are supplemental to the FARs.

Section 1-4. Compliance with Applicable Rules and Laws

1. All persons using the Airport shall be subject to, and governed by, the Rules and Regulations contained herein, and all other applicable provisions of City ordinances and resolutions, County ordinances and resolutions, State and Federal laws and FARs.
2. The City of Marina retains the right to grant exemptions from these Rules and Regulations. Requests for said exemptions shall be made in the form and manner as prescribed by the City.

Section 1-5. Duties and Powers of the Airport Manager

The Airport Manager shall represent the City at all times in regard to all Airport matters. They shall have the following duties and powers:

1. The Airport Manager shall at all times have authority to take such actions as may be deemed necessary to safeguard the public in attendance at the Airport. Every fixed based operator, aeronautical operator, aircraft owner, or other person employed on or using the Airport shall cooperate to enforce these Rules and Regulations and to see that all persons upon the premises use care to prevent injury to persons or damage to property.
2. The Airport Manager may suspend or restrict any or all operations at the Airport whenever such action is deemed necessary in the interest of safety. A NOTAM would be filed as soon as practical in instances where closures (either partially or entirely) are administered.
3. The Airport Manager may suspend, as a means of safeguarding the Airport and the public, the privileges of the Airport and its facilities to any person refusing to comply with these Rules and Regulations.
4. The Airport Manager shall have authority to restrict Airport operations to such portion(s) of the Airport as they may deem necessary or desirable. Any part of the Airport temporarily unsafe for aircraft operation which is not available for normal use shall be clearly marked in accordance with recommendations of the FAA.
5. The Airport Manager may issue permits or written permission for use of the Airport as authorized herein.



6. The Airport Manager in any contingency or emergency not specifically covered by these Rules and Regulations, is authorized to make such decisions as to him/her may seem proper.

Section 1-6. Hours of Airport Operations

The Airport shall be open for public use 24-hours a day and 365 days a year, subject to these Rules and Regulations and subject to the condition of the landing area, as may be determined by the Airport Manager.

Section 1-7. Interference with Airport Use Prohibited

No person shall unreasonably obstruct, impair, or interfere with the use of the Airport by any other person, or unreasonably obstruct, impair, or interfere with the passage and safe, orderly, and effective use of the Airport by any other person, vehicle, or aircraft.

Section 1-8. Entrance to Airport Operations Area

No person, except aeronautical operators, duly authorized personnel, those with business on the airport, and/or other persons going to or from aircraft, shall be permitted to enter the Airport Operations Area.

Section 1-9. Tenant Contact Information

All tenants are required to provide the Airport Manager with current and accurate contact information, including email, phone, and physical mailing address.

Section 1-10. Fees, Rates, and Charges

A schedule of fees, rates, and charges for use of airport areas and facilities shall be established by the City Council from time to time.

Article 2. General Use of Airport

Section 2-1. Purpose and Application of Rules and Regulations

1. The Rules and Regulations are intended to govern the safe, orderly, and efficient operation of the Airport. The Rules and Regulations apply to all Tenants, Commercial Aeronautical Activity Providers, and other Persons using the Airport for any reason.
2. A violation of any specific provision of the Rules and Regulations or Minimum Operating Standards are subject to enforcement by the Airport Manager and may be deemed to be a civil code



infraction pursuant to City of Marina Municipal Code, Title 1-General Provisions, Chapter 1.08-Code Violations-Penalties and Chapter 1.10-Civil Enforcement.

3. Violations of FAR's shall fall under the jurisdiction of the FAA. The Rules and Regulations are intended to be in addition to and not in conflict with any Federal, State, or local laws, ordinances, rules, regulations, or policies.
4. No delay or failure on the part of the City in enforcing any aspect of the Rules and Regulations or the Minimum Operating Standards shall impair the City's enforcement action, nor shall any delay be construed as a waiver of such enforcement action. No single or partial exercise of an enforcement action shall preclude any further exercise of enforcement right, or privilege of the City. No waiver of any aspect of the Rules and Regulations or the Minimum Operating Standards shall be valid unless made in writing and signed by the Airport Manager, and then only to the extent expressly specified in such writing.

Section 2-2. Conflicting Laws, Ordinances, Regulations, and Contracts

1. In any case where a provision of the Rules and Regulations is in conflict with any other provision of the Rules and Regulations, or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the City, the provision that establishes the higher standard for the promotion and protection of the health and safety of the people shall apply.
2. No existing or future City contract, lease agreement or other contractual arrangement, or any payment or performance thereunder, shall excuse any failure of full and complete compliance with the Rules and Regulations. Compliance with the Rules and Regulations shall not excuse any failure of full and complete compliance with any obligations to the City under any existing or future City contract, lease, agreement, or other contractual arrangement.

Section 2-3. Use of Airport Facilities

No Person shall use the Airport or its facilities except in conformity with the Rules and Regulations, the Minimum Operating Standards, applicable requirements of the City of Marina Municipal Code, and all other applicable county, state and federal laws, rules, and regulations.

1. No Person shall engage in any Commercial Aeronautical Activity at the Airport except in conformity with all FARs; the applicable provisions of the City of Marina Municipal Code; and the Rules and Regulations.
2. No Person shall use any portion of the Airport for any Commercial Activities unless such Commercial Activities are conducted by the Person as a Tenant pursuant to a written Commercial



Lease authorizing such Commercial Activity and/or a Permit issued by the Airport Manager authorizing such Commercial Activity.

3. Any Person engaged in any Commercial Activity at the Airport shall obtain one of the following Permits, in addition to a City of Marina business license, as applicable:
 - A. Short-Term Airport Use Permit: The Airport Manager or the Airport Manager may issue a Short-Term Airport Use Permit for Commercial Activities at the Airport to Persons whose Commercial Activities do not require a formal lease, provided that such Permits are effective for no more than 180 days and are immediately terminable by the City for cause. The Airport Manager will determine the terms and fees for such Permits unless such fees have otherwise been established by resolution of the City Council.
 - B. Long-Term Airport Use Permit: The Airport Manager, typically with the recommendation from the Airport Manager, may issue a Long-Term Airport Use Permit for Commercial Activities at the Airport to Persons whose Commercial Activities are anticipated to occur for a duration of more than 180 days. A land or facility lease may or may not be associated with a Long-Term Airport Use Permit.
4. In circumstances where the Commercial Activities can be reasonably determined to fall within more than one permit category, the Airport Manager has the final determination.
5. A person or tenant conducting Commercial Activities on the Airport shall obtain and maintain current a business license from the City of Marina, when applicable.
6. No Person may use the Airport or its facilities or engage in any conduct on or related to the Airport, in any way that would cause the City to be in non-compliance with any of the City's Federal Airport Grant Assurance Obligations.
7. Any potential Tenant signing a Hangar lease from the Airport or a Sublease from an existing Tenant, must store an aircraft in the Hangar. Subsequently, if the Tenant sells or relocates the aircraft, a replacement aircraft owned or managed by the Tenant, must be stored in the Hangar within 30 days. On a case-by-case basis, the Airport Manager may extend this requirement by an additional 30 days, at which point the lease shall be null and void and Hangar available to let to another aircraft owner..

The Airport Manager or their designate is authorized to execute hangar, facility, or tie-down lease arrangements on behalf of the City of Marina.

Section 2-4. Closing the Airport and Control During Emergencies

During an emergency at the Airport, the Airport Manager shall have absolute control of the Airport. In the event that the Airport Manager believes conditions at the Airport are unsafe for Aircraft Operations,



the Airport Manager shall have the authority to close the entire Airport or any part of the Airport, and issue a NOTAM (Notice to Air Missions), as required, describing the closure.

Section 2-5. Reporting of Accidents

Any person involved in an accident at the airport which results in damage or injury to one or more persons or to property shall promptly report such occurrence to the Airport Manager

Section 2-6. Responsible Party

Any Person accessing the Airport shall be responsible for their actions and the actions of any Person to whom they provide access, whether directly or indirectly.

Section 2-7. Minimum Operating Standards

Prior to commencing any Commercial Activity at the Airport, a person must present to the Airport Manager satisfactory information and proof that they meet the Minimum Operating Standards established by the City for engaging in such Commercial Activity.

Section 2-8. Aircraft Parking

1. Based Aircraft Tiedowns shall not be used without the user having obtained an approved Tiedown agreement with the Airport or with a Tenant authorized to provide Tiedowns to other Persons.
2. Transient Tiedowns are for the purpose of short-term or overnight Parking. Transient and overnight aircraft Parking are subject to the published Rates and Fees for the Airport.
3. No Person shall leave an aircraft Parked in Tiedown without first having secured the aircraft so that the aircraft is adequately secured to the pavement.
4. No Person shall Park or allow to remain stationary any aircraft at the Airport except within a designated Aircraft Parking Area. Aircraft must not be Parked so as to block or obstruct Taxiways/Taxilanes, including the Taxiway/Taxilane Object Free Area.
5. If any aircraft is Parked in violation of this section, or, in the determination of the Airport Manager, presents an operational or safety hazard in any area of the Airport, the Airport Manager may cause said aircraft to be moved, at the owner's/operator's expense, and without liability for damage that may result in the course of such moving. The Aircraft may be delivered into the care



of a representative of an FBO or SASO authorized to do business on the Airport or relocated to another location on the Airport.



Section 2-9. Aircraft Owner's Performance of Maintenance and Use of Commercial Aeronautical Activities

1. An Aircraft Owner is permitted to fuel, wash, apply limited touch up small-scale paint or finish, and provide Aircraft Preventive Maintenance only to the owner's own aircraft, and only if the aircraft is based at the Airport, provided that the owner complies with the Rules and Regulations and all applicable laws, FARs and City code provisions. Large-scale painting is prohibited unless otherwise approved.
2. An owner of a Based Aircraft may hire or allow a Person, other than a Based Commercial Aeronautical Activity Provider, to provide any of the services described in Section 2-8 or in Section 2-9 only if such services are provided (i) at the based location of the aircraft at the Airport, and (ii) in conformance with the Rules and Regulations and all applicable laws, FARs and City code provisions.
3. Where the services are provided as a Commercial Aeronautical Activity for the benefit of the Aircraft Owner, the provider must be either (i) a direct employee (or authorized independent contractor) of the Aircraft Owner, or (ii) for certificated aircraft, an FAA certified technical specialist or a mechanic. All such providers must hold a Permit to conduct Commercial Activities.

Section 2-10. Major Aircraft Alterations and Repairs

Major Aircraft Alterations and Repairs may be conducted on the Airport only:

1. By a Based Commercial Aeronautical Activity Provider authorized by the Airport to perform Major Aircraft Alterations or Repairs; or
2. By the owner of the aircraft being altered or repaired, and in accordance with Sections 2-8 through 2-11 of the Rules and Regulations.
3. By the owner of an experimental or kit aircraft that they are assembling for flight, and in accordance with FAA guidelines.

Section 2-11. Aircraft Hangars

Aircraft Hangars usage must comply with FAA Order 5190.6B, Airport Compliance Handbook, and may be used only for the following purposes:

1. Storing and Parking of a Based Aircraft assigned to the Hangar and listed on the Airport Manager's list of Based Aircraft and storing of Aeronautical Items that are approved by the Airport Manager. Aircraft Parked in Aircraft Hangars shall be Parked in a manner so as to be completely contained in the Aircraft Hangar.



2. Performing Aircraft Maintenance on a Based Aircraft assigned to the Hangar and listed on the Airport Manager's list of Based Aircraft, so long as that Maintenance is conducted in accordance with these Rules and Regulations and the FARs.
3. Temporary Parking of Vehicles operated by tenants and their authorized guests, only when the Hangar Tenant is either present on the Airport, or using the aircraft normally stored in the Hangar.

Use of Aircraft Hangar shall be subject to the following restrictions:

1. No welding, doping, painting, fueling, or defueling fuel system maintenance may be performed in an Aircraft Hangar. Any such welding, doping, painting, fueling, or defueling fuel system maintenance may be performed at least 25 feet from any structure or in an Aircraft Maintenance Bay (if available), following coordination with the Airport Manager.
2. No equipment or materials may be stored in Hangars unless used for the operation and maintenance either of the Based Aircraft or of the Hangar. There shall be space for the aircraft in the Aircraft Hangar at all times, even when the aircraft is temporarily not located in the Hangar.
3. Oily rags, oil waste, rags and other rubbish and trash may only be stored in Hangars in containers with self-closing, tight-fitting lids as approved by the Airport Manager.
4. Fueling, Defueling and Fuel System maintenance shall comply with the following:
 - A. Fueling or defueling within Hangar or within 25 feet thereof is prohibited.
 - B. Fuel system maintenance within a Hangar is prohibited.
 - C. Open fuel cells are allowed within a Hangar if they are new and have never held fuel, or existing tanks have been purged of flammable vapors so there are no hazardous vapors off-gassing in the space.
 - D. Evacuating water from a Gascolator or sampling of fuel for testing is not considered fuel system maintenance if quantity of fuel is less than 6 ounces, and waste fuel is disposed of in a flammable liquid storage container approved for such use.

The following items are permitted to be stored in Hangars:

1. All aircraft assigned to the Hangar on the Airport Manager's list of Based Aircraft, including any such aircraft that are being restored or assembled..



2. Aeronautical Items associated with an aircraft in the Hangar, including the parts, tools, equipment, and support items necessary to maintain and operate an aircraft.
3. Prefabricated metal shelving, workbenches, and cabinets (the use of fire-resistant materials is preferred).
4. Vehicles per Section 5-8 used for tugs or transportation on the Airport.
5. A reasonable amount of functional furniture, such as a table and chairs, only for use in the Hangar. Spare aircraft tires, batteries, and battery chargers are permitted if stored in accordance with local fire codes.
6. Other items determined by the Airport Manager to be allowable, based on their function and the personal needs of the occupant.
7. Flammable and Combustible liquids stored inside hangars must comply with the following:
 - A. Flammable liquids (with flash points < 100 degrees Fahrenheit) are limited to 10 gallons maximum. This includes aviation fuel and most volatile solvents.
 - B. Combustible liquids (with flash points > 100 degrees Fahrenheit) are limited to 30 gallons maximum. This includes diesel fuel, hydraulic fluid, motor oil and most lubricating oil.
 - C. The maximum quantity of all material shall not exceed 30 gallons total. For example, if 10 gallons of flammable liquids are stored, then no more than 20 gallons of combustible liquids are allowed.
 - D. Fuels in the tanks of aircraft or aircraft related equipment (tugs, etc.) are exempt from these limitations.
 - E. All flammable or combustible liquids must be stored within safety containers designed for such use, or in the original manufacturers' containers.
 - F. The temporary storage of more than ten (10) gallons of fuel during repairs to fuel tanks/bladders is allowed up to 30 days and provided that the Airport Manager is notified and approves of such temporary storage.
8. Hangars shall be subject to annual, periodic, and emergency inspections by the Airport Manager and/or City Fire Department and/or City Police Department and/or City Code Enforcement to ensure compliance with all laws, ordinances, and the Rules and Regulations. Each occupant shall take reasonable steps to make the Hangar available for such inspections.
9. Initial Hangar leases are only available to potential Tenants that have an aircraft or able to obtain an aircraft within 30 days to store in the Hangar immediately upon execution of the lease. On a case-by-case basis, the Airport Manager may extend this requirement by no more than an



additional 30 days, at which point the lease shall be null and void and the Hangar available to let to another aircraft owner.

10. If at any point during a Hangar lease term, there is no Based Aircraft being stored in a Hangar for a period of 30 consecutive days, the Tenant has 30 days to occupy the Hangar with an aircraft. On a case-by-case basis, the Airport Manager may extend this requirement by 30 days, at which point the lease shall be null and void and the Hangar available to let to another aircraft owner.
11. Oxygen or any combustible or non-combustible compressed gas in a cylinder or portable tank shall be secured. Compressed gas cylinders or tanks shall have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed.

Section 2-12. Former Military Hangars

Marina Municipal Airport owns Hangars #507, #510, #524, #527, and #533, which are large multi-story buildings that were inherited from the military when the Airport was deeded to the City. These hangars represent a special case in that they are multifunctional with portions capable of being leased for both Aviation and Non-Aviation Uses. All stipulations contained in Section 2-11 apply to the former military hangars with the following clarifications:

1. Portions of the former military hangars, so designated by the Airport Manager, may be leased for non-aviation uses provided the intended use is compatible with airport operations.
2. Non-Aviation Uses of the former military hangars are subject to approval by FAA.

Section 2-13. Non-Aviation Use of Aircraft Hangars

Under the following conditions, Aircraft Hangars may be used for Non-Aviation purposes:

1. The Non-Aviation Use must be temporary in nature and the lease shall be month-to-month.
2. There is no immediate aviation demand for hangar space.
3. The Non-Aviation Use of the hangar must be removed within 30 days when the Tenant is notified by the Airport Manager.
4. The Non-Aviation Use must be compatible with airport operations and it must be approved by the Airport Manager.
5. The proposed Non-Aviation Use is subject to FAA review.

Section 2-14. Aircraft Tiedowns



Aircraft Tiedowns may be used for the following purposes:

1. Storing and Parking of a Based Aircraft assigned to a Tiedown and listed on the Airport Manager's list of Based Aircraft parked in Tiedown shall be parked so as to be completely contained within the aircraft Parking space and not obstruct adjacent Aircraft Parking Area or Taxilanes, except for the purpose of immediate and temporary staging and fueling of such aircraft.
2. Performing Aircraft Maintenance on Based Aircraft assigned to the Tiedown and listed on the Airport Manager's list of Based Aircraft, so long as that maintenance is conducted in accordance with these Rules and Regulations and the FARs.

Use of aircraft Tiedowns shall be subject to the following restrictions:

1. No welding, doping, painting, fueling, or fuel system maintenance may be performed in any Tiedown. Any such welding, doping, painting, fueling, or fuel system maintenance may be performed in in designated locations, following coordination with the Airport Manager.
2. No equipment or materials may be stored outside the aircraft at a Tiedown position. Limitations of storage may be placed by the Airport Manager on a case-by-case basis.
3. Oily rags, oil waste, rags and other rubbish and trash must be removed from the Tiedown position when unattended.
4. Aircraft Tiedowns shall be subject to annual and periodic inspections by the Airport Manager and/or City Fire Department and/or City Police Department and/or City Code Enforcement to ensure compliance with all laws, ordinances and the Rules and Regulations.

Section 2-15. Use of Wash Racks

The City-owned wash rack may be used for the purposes of aircraft washing and polishing. All washing of aircraft with solvents must be done at the wash facility. Waste must be caught with a drip pan and disposed of in accordance with all federal, state, county, and local laws. Tenant is responsible for cleanup and shall notify the Airport Manager if a spill occurs.

Section 2-16. Airport Perimeter Road

The Airport Perimeter Road may be used only by authorized Vehicles, which include all Airport Administration Vehicles, fixed base operator fuel trucks, and other Vehicles with prior written approval from the Airport Manager.

Section 2-17. Operational and Restricted Areas



1. No Person may enter upon the Airport Operations Area, without the Permission of the Airport Manager, except Persons assigned duty therein, authorized representatives of the City, or air-crews and passengers entering for the purpose of enplaning or deplaning, or as otherwise provided for in the Rules and Regulations.
2. No Person may enter the Airside area, except as necessary for the lawful operation or maintenance of an aircraft thereon, or to conduct a Commercial Activity, or to conduct any other activity authorized by the Airport Manager.
3. No Person may enter any area posted as being closed to the public, except as authorized by the Airport Manager.
4. No Person may enter into, remain in, place in, or remove any object from, any Hangar, or other building or facility at the Airport without consent of the Airport Manager or the Person with the legal right of possession of such space, building, or facility.

Section 2-18. Access Codes

Persons who have been provided a code for the purpose of obtaining access to the Airport may use only Airport issued codes, and shall not divulge, duplicate, or otherwise distribute the same to any Person, unless otherwise approved in writing by the Airport Manager. Violation of this requirement may result in the loss of Airport access privileges.

Section 2-19. Airport Smoking Areas

Smoking is not permitted within fifty (50) feet of an aircraft, fuel truck and/or Fuel Storage Area and where specifically prohibited by the City and/or State Law.

Section 2-20. Maintenance of Premises

All Tenants at the Airport shall at all times maintain their premises in serviceable, safe and operable condition and repair, and in a condition of repair, cleanliness and general maintenance consistent with any terms or requirements in a lease, Permit or Agreement with the City and/or as determined by the Airport Manager.

Section 2-21. Floor and Apron Care

All Tenants on the Airport shall keep the floors of Hangars, Tiedowns leased by them, or aprons used in their operations, clean and clear of fuel, oil, grease and other similar materials.

Section 2-21. Waste Containers and Disposal



All Airport Tenants, users, or visitors shall dispose of all waste in waste containers appropriate for that purpose. Containers for recyclable materials shall be used in accordance with the rules posted by the Airport Manager for such use. No petroleum products, industrial waste matter or other Hazardous Materials shall be dumped or otherwise disposed of except in accordance with local, county, state, and federal law. Disposal of Hazardous Materials shall be the responsibility of the originator and must be removed from the Airport and disposed of in accordance with applicable law. If the Airport provides designated disposal sites or containers for waste or Hazardous Materials, these may be utilized by the originator.

Section 2-23. Storage

No Person shall store or stock materials or equipment in such a manner as to be unsightly, constitute a hazard to personnel or property or interfere with their authorized/approved use, as determined by the Airport Manager.

Section 2-24. Storage, Transfer and Cleanup Charges

The City may remove and impose storage, removal and transfer charges upon any property or material unlawfully placed or otherwise deposited at the Airport. The City may clean up any material unlawfully spilled, placed or otherwise deposited at the Airport, and may charge the responsible Person(s) for the cost of the cleanup, any required environmental remediation, and any expenses, fines, or damages incurred by the City as a result thereof.

Section 2-25. Model Aircraft, Kites, Moored/Free Balloon, and Amateur Rockets

No person shall release or fly or cause to be released or flown, within three (3) statute miles of the center of the Airport runway, any model aircraft, kite, moored/free balloon, amateur rocket, or drone which might be ingested by an aircraft engine, might cause a pilot's view of the Airport and approach/departure zone to be obstructed, which could be used to suspend an object capable of endangering airborne aircraft or impairing a pilot's vision, or otherwise interferes with aircraft operations. The provisions of Title 14 Code of Federal Regulations (CFR) Part 101 relating to model aircraft, kites, moored/free balloons, and amateur rockets shall be met.

Persons desiring to operate model aircraft, kites, moored/free balloons, and model rockets on Airport property shall first obtain the written permission of the Airport Manager in accordance with FAA guidelines and regulations.

Section 2-26. Use of Airships, Dirigibles, Gliders, Ultralight Vehicles, and Powered Parachutes



Operators of airships, dirigibles, gliders, ultralight vehicles, and powered parachutes shall at all times comply with these Rules and Regulations and with such special operational procedures and requirements as may be established from time to time by the Airport Manager.

Persons desiring to operate airships, dirigibles, gliders, ultralight vehicles, and powered parachutes at the Airport shall first obtain the written permission and a permit, where applicable, from the Airport Manager. Such permission shall be requested in the manner and form prescribed by the City of Marina.

Ultralight Vehicles are regulated through FAR Part 103. In accordance with FAR Part 103.13, ultralight vehicles shall maintain vigilance to see and avoid conventional aircraft and shall yield the right-of-way to all conventional aircraft.

Section 2-27. Unmanned Aircraft Systems (UAS)

Operators of UAS must follow all Federal, State, and local regulations. 14 CFR Part 107 – Small Unmanned Aircraft Systems includes the following guidelines:

- Always avoid manned aircraft.
- Never operate in a careless or reckless manner.
- Maintain UAS within unaided sight (for example, no binoculars).
- Each UAS must have a dedicated observer.
- Do not fly UAS over people unless they are directly participating in the operation.
- Do not operate UAS from a moving vehicle or aircraft unless over a sparsely populated area and it does not involve the transportation of property for compensation or hire.
- Operate in visual conditions only with visibility of three miles.
- Operate no higher than 400 feet of ground or structure.
- Maximum speed is 100 miles per hour.
- Operate with a maximum payload of 55 pounds.

Persons desiring to operate UAS at the Airport shall first obtain the written permission and a permit, where applicable, from the Airport Manager. Such permission shall be requested in the manner and form prescribed by the City of Marina.

Operators of UAS that are heavier than 55 pounds and/or are involved in a commercial enterprise (i.e., package delivery), operate under 14 CFR Part 135.



Section 2-28. Experimental Aircraft

An experimental aircraft is an aircraft intended for testing new aerospace technologies and design concepts or which is self-made or assembled by aviation amateur(s) (i.e., homebuilt). Operators of experimental aircraft must follow all Federal, state, and local regulations. Applicable federal regulations include 14 CFR Part 21.175 and Part 21.191.

Tenants may utilize a leased hangar space for construction/assembly of their experimental aircraft. It is expected that continual progress toward achieving an airworthy aircraft will be made. The Airport Manager may periodically monitor such progress. Those that lease a hangar with the intent of building/assembling a homebuilt experimental aircraft shall obtain an airworthiness certificate from the FAA within 12 months of signing a hangar lease. The Airport Manager may make exception to the 12-month rule provided substantial progress on the experimental aircraft is being made.

Section 2-29. Commercial Photography

No Person may take still, motion or sound pictures, of or at the Airport, for commercial purposes, without first receiving written Permission from the Airport Manager and paying the fee determined by the Airport Manager for such activity.

Section 2-30. Advertisements

No Person may post, distribute, or display signs, advertisements, circulars, or other printed or written matter at the Airport without first receiving Permission from the Airport Manager and if applicable, in accordance with the City Sign Ordinance via approval from the City's Planning Department.

Section 2-31. Explosives and Radioactive Substances

1. No Person, except an authorized law enforcement officer or member of the Armed Forces of the United States on official duty, may possess any explosives on the Airport.
2. No Person, except an authorized law enforcement officer or member of the Armed Forces of the United States on official duty, may store, handle, use, dispense or transport at, in, or upon the Airport, any radioactive substance or material (except for materials with a minimum of radioactive substances, such as radioactive paint illuminating instrument dials), without prior written Permission from the Airport Manager.



Section 2-32. Disorderly Conduct and Intoxicating Liquors

No Person may:

1. Commit any disorderly, obscene, or unlawful act, or create a nuisance, on the Airport.
2. Become intoxicated on any portion of the Airport.
3. No intoxicated Person may enter upon or loiter on or about the Airport.
4. Violation of this provision may be subject to criminal charges.

Section 2-33. Firearms at the Airport

No person except peace officers and other authorized government representatives, authorized security employees and members of the Armed Forces of the United States acting under proper authority, shall carry firearms, BB or pellet guns, explosives, bows and arrows, or similar devices upon the Airport without permission of the Airport Manager, except that legitimate hunting, sporting and survival equipment may be carried and stored in an unloaded or disabled manner where not otherwise unlawful.

Section 2-34. Property Damage, Injurious or Detrimental Activities

No Person may destroy, deface, injure, or disturb in any way, Airport property or conduct at the Airport activities that are injurious, detrimental, or damaging the Airport or to Airport property or to Commercial Activities at the Airport. Any Person causing, or responsible for causing, any such injury, detriment, or damage shall pay the Airport, upon the Airport's demand, the full cost of repairs. Any Person failing to comply with this section shall be in violation of the Rules and Regulations, and the Airport Manager may prohibit such Person from any or all of the Airport facilities until the Airport has been fully reimbursed for the damage done. Violation of this provision may be subject to criminal charges.

Section 2-35. Alteration of Airport Property

No Person may make any alterations to any signs, buildings, Aircraft Parking areas, leased areas or other Airport property, or erect any buildings or other structures at the Airport without first receiving written Permission. Permanent and/or structural alterations shall require approval of both the Airport Manager and City. Non-structural alterations shall be approved in advance in writing by the Airport Manager. Persons undertaking such alterations or construction shall comply with all building codes and permit procedures of the City and shall deliver to the Airport Manager as-built plans upon completion.



Section 2-36. Lost Articles

Any Person finding lost articles in public areas of the Airport shall return them to the office of the Airport Manager at the earliest possible convenience. Articles unclaimed after sixty days may be turned over to the finder or otherwise disposed of in a lawful manner.

Section 2-37. Abandoned Property

No Person may abandon any property on Airport property or in any building on the Airport.

Section 2-38. Flying Clubs

A Flying Club shall comply with the Rules and Regulations and the Minimum Operating Standards.

Section 2-39. Payment of Fees

All billings by the City or Airport are due and payable upon presentation unless otherwise noted thereon or otherwise provided by the terms of a written lease, Permit, or agreement from or with the City.

Section 2-40. Dogs and Other Animals

No person shall enter the Airport Movement Area with a dog or other animal excepting a guide dog for the blind or hearing-impaired or public safety K-9 animals unless leashed or otherwise constrained. No person in charge of a dog or other animal may permit the animal to wander unattended on any portion of the Airport. Animals on the Airport but outside of the Airport Movement Area must be under the direct supervision and control of the owner. Under no circumstances shall such animals be permitted to become a nuisance or hazard on Airport property. Animal owners are responsible for cleaning up after their pets on the Airport.

Section 2-41. Based Aircraft Information

All Based Aircraft must be registered with the Airport Manager. Tenants shall provide the Airport Manager their name, address, email, and phone number along with the Aircraft Owner's aircraft make, model and a copy of the FAA Certificate of Aircraft Registration or other proof of ownership. All Tenants are required to update changes of Based Aircraft within 30 days of change. The Airport Manager may request confirmation of based aircraft on an as a needed basis.

Section 2-42. Subleasing

Under the following conditions apply to subleasing:



- Where a hangar is owned by a Tenant, the hangar Tenant may sublease space for an aircraft owned by another person or entity. The hangar owner is responsible for ground lease payments to the Airport. The sublease Tenant must abide by the Rules and Regulations and Minimum Operating Standards.
- Where an Airport owned hangar that is designed to store more than one aircraft is leased by a Tenant, the Tenant may sublease space for another aircraft owned by another person or entity. The original hangar Tenant is responsible for the total lease payments to the Airport. The sublease Tenant must abide by the Rules and Regulation and Minimum Operating Standards.
- Where the Tenant leases from the Airport an aircraft storage unit intended for one aircraft (i.e., T-hangar or small box hangar), the Tenant is prohibited from subleasing the aircraft storage unit.

Article 3. Fueling, Flammable Fluids, and Safety

Section 3-1. Fuel Safety

All transportation, storage and other handling of aircraft and Vehicle fuel shall comply with the Marina Municipal Code, Title 15-Buildings and Construction, Chapter 15.32-Fire Code, FAA Advisory Circular 150/5230-4B, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports*, as amended, all requirements of the Rules and Regulations, and all other applicable laws and standards.

All persons using the Airport shall comply with Airport Fire Safety Rules contained in the Airport Rules and Regulations and Minimum Operating Standards and with all fire safety laws, ordinances, and regulations. No person shall store or stock material or equipment so as to constitute a fire hazard.

Section 3-2. Restrictions on Commercial Fueling Activities

No Person or company may conduct any commercial fueling activities for aircraft at the Airport except for activities conducted by a Tenant operating as a Fixed Base Operator and in accordance with the express terms of such Tenant's lease with the City.

Section 3-3. Storage of Aircraft Fuel Trucks, Trailers and Other Aircraft Refueling Devices

1. Aircraft refueling Vehicles and other movable Aircraft Fuel containers and refueling devices shall be stored outside when they contain fuel.
2. Aircraft refueling Vehicles shall be Parked in a manner that provides a minimum of ten (10) feet of separation between each aircraft refueling Vehicle and any other Vehicle, aircraft refueling device, or aircraft and not closer than 25 feet from any building or structure.
3. This section does not apply to Vehicle fuel approved containers with a capacity of not more than five (5) gallons, provided no more than one (1) such containers may be located within a single



Vehicle and no more than two (2) such containers may be located in any Hangar. Reference Sections 3-12/3-13.

Section 3-4. Aircraft Refueling and Defueling Locations

All aircraft fueling shall be performed outdoors. Aircraft being fueled shall be positioned so that Aircraft Fuel system vents or fuel tank openings are not closer than twenty-five (25) feet from any building or structure. No aircraft shall be fueled (hot fueling) or defueled at the airport while the aircraft powerplants(s) is running unless authorized by the Airport Manager.

Section 3-5. Maintenance of Fuel Servicing Vehicles

Maintenance and servicing of Aircraft Fuel servicing Vehicles shall be performed outdoors or in a building approved for that purpose by the City Fire Department and Airport Manager.

Section 3-6. Open Flames

There shall be no open flames or lighted open-flame devices in the Airside area, within fifty (50) feet of any aircraft, fuel truck, and/or Fuel Storage Area, or in any other area open flames are specifically prohibited by the City. Lighted open-flame devices shall include, but shall not be limited to, the following:

1. Exposed flame heaters, liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters, and gas or charcoal cooking grills;
2. Heat producing, welding, or cutting devices, and blowtorches; except as provided for in Section 2-10;
3. Flare pots or other open-flamelights.

Section 3-7. Removal of Gas, Oil, Grease, Etc.

1. In the event of spillage of gasoline, oil, grease, or any material that may be unsightly or detrimental to the Airport, the same shall be removed immediately, either by the operator or owner of the equipment causing the same (the "Equipment Operator"), or by the Tenant, Commercial Aeronautical Service Provider, or other Person responsible for the spillage (the "Responsible Person").
2. In the event of such spillage, and the failure of the Equipment Operator or the Responsible Person to restore the area to its original, safe, and environmentally sound status, the City may clean up any material spilled, placed or otherwise deposited at the Airport, and may charge the



Responsible Person(s) for the cost of the cleanup, any required environmental remediation, and any expenses, fines, or damages incurred by the City as a result thereof.

3. Spillage events may constitute grounds for the Equipment Operator or Responsible Person being denied access to the Airport.
4. In the event of a spillage, the Airport Manager shall be notified of the event by the Responsible Person.



Section 3-8. Lubricating Oils

Lubricating oils that are necessary for minor aircraft maintenance and have a flash point at or above 100° F, may be stored in Hangars or suitable storage devices as approved by the Airport Manager, provided they are stored in their original container and have the original manufacturer's labeling. No more than thirty (30) gallons of such lubricating oils may be stored by any Person, except that an Aircraft Maintenance Shop authorized by the Airport Manager to operate on the Airport may store more than thirty (30) gallons of lubricating oils, in accordance with International Fire Code (IFC), Table 2703.1.1, *Maximum Allowable Quantity per Control Area of Hazardous Materials*.

Section 3-9. Fire Extinguishers

1. All Airport Tenants shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by the City Fire Department. Each fire extinguisher shall carry a suitable tag showing the date of the most recent inspection.
2. Any discharge of any fire extinguisher equipment on Airport property, regardless of the circumstances, shall be reported to the Airport Manager, immediately after use, in accordance with state statutory requirements.
3. At least two (2) fire extinguishers, each having a rating of 20-BC, shall be readily available for use in connection with any aircraft fueling operations.

Section 3-10. Movable Aircraft Fuel Storage Tanks or Containers

Unless otherwise approved by the Airport Manager, movable Aircraft Fuel storage tanks or containers are prohibited at the Airport except for:

1. Aircraft Fuel trucks and trailers constructed, operated, and maintained in all respects as required by law.
2. Permanent fuel tanks in an operable aircraft.
3. Containers not exceeding one-gallon capacity used solely for sampling and testing of fuel, engines and Fuel Handling apparatus.
4. No more than one (1) tank per Person, with a capacity of not more than thirty (30) gallons, used by that Person to fuel their own aircraft, pursuant to a self-fueling Permit.
5. Fuel tank Vehicles authorized by the City, and lawfully transporting fuel for immediate dispensing into a fuel storage tank. Such Vehicles shall access the Airport at a point approved by the Airport Manager and remain under escort by the representative of the Person on the Airport receiving the fuel.



Section 3-11. Self-Fueling and Fuel Co-ops

Except as may be prohibited by other provisions of the Rules and Regulations and any other applicable law, owners of a Based Aircraft who desire to self-fuel their aircraft, shall apply for and receive a self-fueling Permit from the Airport Manager. The preceding sentence does not apply to the use of a self-service fuel facility provided by the Airport or a Fixed Base Operator. Fuel Co-ops are not permitted on the Airport.

Section 3-12. Fueling of Fuel Vehicles

Transferring fuel from vehicle to vehicle on Airport property is prohibited unless the fuel is transferred from an approved fuel loading device.

Section 3-13. Vehicle Fuel

No Person shall possess Vehicle fuel on the Airport except:

1. Within the permanently installed fuel tank of a Vehicle for use by that Vehicle;
2. Within movable containers designed for storage of Vehicle fuel, and:
 - A. Such container shall have a maximum capacity of (5) gallons.
 - B. No more than two (2) such containers shall be located in a single Vehicle.
 - C. No more than two (2) such containers shall be located in any Hangar.
 - D. Within underground or above-ground vehicle fuel storage tanks that have a capacity of not more than two thousand (2,000) gallons and are lawfully installed and maintained in accordance with Section 3-1 of the Rules and Regulations.

Section 3-14. Fuel Farms

Only Fixed Base Operators who have a lease with express terms authorizing them to conduct commercial fueling activities on the Airport will be permitted to install a permanent fuel farm. Any such installation must be approved by the City and Airport Manager.

Article 4. Aircraft Rules

Section 4-1. Runway Operations

1. Except in an emergency, all fixed wing aircraft landings and takeoffs shall be made on the Runway.



2. Except in an emergency, no rotorcraft equipped with skid type landing gear shall perform run-on landings, or any other maneuvers that would cause the skids to slide upon the runway surface.
3. Aircraft are discouraged from making a one hundred eighty-degree turn on the runway after landing.
4. Mid-field takeoffs are discouraged. Except in an emergency, all fixed wing take-offs and landings must be on the designated runway.
5. Landing aircraft shall clear the Runway as soon as practical, consistent with safety, and taxi ahead to the nearest turn-off.
6. Landings and takeoffs shall be made to/from the runway end most closely aligned with the wind indicator at the airport. In calm wind conditions, Runway 29 shall be used.

Section 4.2. Aircraft Wingspan Restrictions

Aircraft shall not be placed in a Hangar, or Tiedown, nor shall aircraft be operated in areas of the Airport, where the aircraft's wingspan exceeds the maximum wingspan designated for that area by the Airport Manager.

Section 4-3. Requested Noise Abatement Procedures

Unless necessary for the safety of aircraft operators or as instructed by flight services, the following noise abatement practices are identified:

1. Avoid noise-sensitive areas near the Airport as practical.
2. Utilize quiet flying procedures recommended by the Aircraft Owners and Pilots Association (AOPA) and the National Business Aviation Association (NBAA).
3. Local Traffic Pattern departures from Runway 11 turn left (north) after takeoff or crosswind leg; Local Traffic Pattern departures from Runway 29 right (north) after takeoff or crosswind leg.

Section 4-4. Traffic Pattern / Pattern Altitudes

All traffic shall be to the left for Runway 11 and to the right for Runway 29. Recommended minimum Traffic Pattern altitudes above ground level (AGL) for Aircraft Operations at the Airport are as follows:

Rotorcraft/Ultralights	500' AGL	(637' MSL)
Piston or Light Aircraft	1000' AGL	(1137' MSL)
Turbine or Heavy Aircraft	1500' AGL	(1637' MSL)



Section 4-5. Disabled Aircraft

Aircraft Owners and pilots shall be responsible for the prompt removal of their Disabled Aircraft and parts thereof from the Airport Operations Area, unless such Aircraft Owners or pilots are required or directed by the Airport Manager, or the FAA, or the NTSB to delay such action pending an investigation of an Aircraft Accident or Incident. In the event of the Aircraft Owner's or pilot's failure to promptly remove such a Disabled Aircraft, the Airport Manager may cause the aircraft to be removed and bill the Aircraft Owner thereof for all charges incurred in the removal of same. The City shall not be responsible for any damage to Disabled Aircraft removed by the Aircraft Owner, the pilot, the City, or other authorized Persons.

Section 4-6. Negligent Operation of Aircraft

No aircraft shall be operated in a careless, negligent, or reckless manner, or in disregard of the rights and safety of others, or in an improperly maintained, or otherwise hazardous, condition, or at a speed or in a manner that endangers, or is likely to endanger, Persons, or property.

Section 4-7. Running of Aircraft Engines, Exhaust, Propeller Blast, or Rotor Wash

1. Aircraft engines shall be run at idle except as may be necessary for safe taxiing operations, taking off, landing, preflight testing, and maintenance testing.
2. All aircraft engine run-ups shall be conducted in areas designated by the Airport Manager for such run-ups. Except in an emergency, all aircraft engine run-ups for maintenance testing purposes shall be conducted between the hours of 7:00 a.m. and 7:00 p.m.
3. At no time shall an aircraft's engine(s) be operated while the aircraft is in a Hangar.
4. No aircraft engine shall be started, or aircraft taxied where the exhaust, propeller blast, or rotor wash may cause injury to Persons or do damage to property or spread debris on Airport areas.
5. No high-power maintenance run-ups are allowed between Aircraft Hangars, near Tiedowns, in Taxilanes, or on Taxiways (other than the portions of Taxiways that act as hold aprons), except at areas designated for high power maintenance run-ups by the Airport Manager.

Section 4-8. Taxiing of Aircraft

No Person shall taxi an aircraft without first taking all necessary precautions to prevent a collision with other aircraft, Persons, or objects. Aircraft shall not be taxied into or out of a Hangar, or other covered area. No Person shall taxi an aircraft except on areas designated for taxiing. If it is impossible to taxi



aircraft in compliance with this section, then the engine must be shut off and the aircraft towed to the new location.

Section 4-9. Common Traffic Advisory Frequency

Aircraft operators should utilize the Common Traffic Advisory Frequency (CTAF), as published in the current Airport/Facility Directory, to broadcast their intentions, as detailed in the *Aeronautical Information Manual*, *FARs*, and *FAA Advisory Circulars*.

Section 4-10. Aircraft Incident/Accident Reports

Any Persons involved in an Aircraft operation that results in a personal injury or damage to property occurring on the Airport, within the City, or in the Airspace around the Airport shall provide all pertinent information to the Airport Manager as soon after the Aircraft Accident or Incident as possible. The information shall include the names, address and phone numbers of the Persons involved, and a description of the accident and the cause (if known). When a written copy of an accident report is required to be filed by federal or state law, regulation, or agency, a copy of such report shall also be submitted to the Airport Manager.

Section 4-11. Interfering or Tampering with Aircraft

No Person may interfere or tamper with any aircraft, aircraft parts, instruments, fuel, or tools without prior approval of the Aircraft Owner, or in the event of an emergency, as specifically directed by the Airport Manager.

Section 4-12. Aircraft Demonstrations and Public Events

No aircraft flight or ground demonstrations may be conducted at the Airport without the prior written permission of the Airport Manager. The City reserves the right to temporarily restrict or control activities on the Airport Movement Area and public areas of the Airport for purposes of aerial and ground demonstrations or for any other public purpose. To the extent practicable, such public events will be conducted in such a manner as to minimize the impact upon normal Airport operations. Where appropriate, a NOTAM will be issued as soon as practical.

Section 4-13. NOTAMS and Airport Advisories

The Airport Manager is responsible for the dissemination of NOTAM information. The Airport Manager is authorized to relay airfield conditions, advisories or information concerning outages of airfield lighting to the appropriate FAA Flight Service Station for dissemination as a NOTAM. The City Fire Department, Police Department, and Airport Manager are also authorized to issue a NOTAM.



Section 4-14. Tiedown or Storage of Damaged or Dismantled Aircraft

A damaged or dismantled aircraft shall be repaired, re-assembled, or moved to a location acceptable to the Airport Manager within 60 days unless the Airport Manager permits an alternative arrangement. Barring an alternative arrangement, the damaged or dismantled aircraft is subject to removal at the direction of the Airport Manager and at the Owners expense after 60 days.

Section 4-15. Airport Movement / Non-Airport Movement Areas

Aircraft and other Vehicles should utilize and monitor the Common Traffic Advisory Frequency (CTAF).

Section 4-16. Aircraft Parking

All aircraft shall be parked in designated areas administered by the City.

1. Parking aircraft in areas not designated for such use is not permitted without written consent of the Airport Manager.
2. Parking in taxiways or taxilane object free areas is prohibited and no aircraft shall be parked in such a manner as to obstruct the free movement of other aircraft.
3. No parked aircraft shall be left unattended unless properly secured in a tie-down, with chocks, or within a hangar.

Section 4-17. Aircraft Engine Runup

Aircraft engine runups shall be conducted in designated areas. At no time shall engine runups be performed when any person or object is in the path of propeller slipstream, rotor wash, or jet blast.

Section 4-18. Hand-Propping of Aircraft Engines

Hand propping of aircraft engines is prohibited except when the design of the aircraft is such that this is the only method of starting the engine. When hand-propping is necessary, the operator shall take appropriate actions to ensure the action is taken safely. This may include the application of parking brakes, the choking of the wheels, or tying down the aircraft.

Article 5. Vehicles, Pedestrians, Bicycles, Etc.

Section 5-1. General Requirements



No Person may operate a Vehicle on the Airport Operations Area except in accordance with the Rules and Regulations and all federal, state, and local laws.

1. Vehicles shall access all Airport facilities and businesses from the Landside public parking or appropriate gate areas for said facility of business unless authorized by a Lease, Commercial Activity Permit, or by the Airport Manager.
2. All Vehicles shall yield the right of way to aircraft in motion and emergency Vehicles.
3. All Vehicles, except for ground service and emergency Vehicles, shall remain a safe distance from any aircraft whose engines are running.
4. All Vehicles, upon entering or exiting an Airport access gate, shall wait for the gate to completely close behind them before proceeding to their destination.
5. All vehicles with Airside access shall display an Airport Parking Permit, if so issued by the Airport, so as to make it visible by looking into the vehicle via the windshield.

Section 5-2. Licensing, Registration, and Insurance

1. No Person may operate a motorized Vehicle of any kind on the Airport without a valid state motor vehicle operator's license. The Airport Manager has the discretion to approve on a case-by-case basis the operation of a non-registered vehicle on the Airport.
2. All motorized Vehicles operated on the Airport that are registered for use on public streets shall be covered by the type and amount of Vehicle liability insurance coverage required by state law.
3. All motorized Vehicles operated on the Airport that are not registered for use on public streets shall be covered by appropriate liability insurance coverage.
4. All motorized Vehicles operated and parked on the Airport shall have a current registration as required by state law, unless provided written approval by the Airport Manager

Section 5-3. Control of Vehicles

1. No Person may operate or park a Vehicle at the Airport in a manner prohibited by the Rules and Regulations or by signs, pavement markings, or other signals posted by the City or by the Airport Manager. The Airport Manager has the authority to regulate or prohibit any class or type of Vehicle or other form of transport that operates in the Airside area.
2. No Person may operate or Park a Vehicle in the Airside area unless that Person has valid access privileges.



Section 5-4. Speed Limits

All Vehicles shall be operated on the Airport in strict compliance with all posted speed limits. The maximum speed limit in the Airside for all Vehicles, with the exception of authorized municipal and emergency services Vehicles operated by duly authorized officials in the performance of their official duties, is fifteen (15) miles per hour, or less, if conditions require a lower speed to ensure safe operation.

Section 5-5. Vehicles Operating on Runway and Taxiways

1. Only Vehicles authorized by the Airport Manager may operate on the Airport Operations Area. No Vehicle may be operated on the Runway and Taxiways unless so authorized by the Airport Manager.
2. Any Vehicle authorized to operate on the Airport Runway or Taxiways shall display amber rotating beacon or a 3' x 3' white and orange- checkered flag that complies with FAA Advisory Circular 150/5210-5 and is visible. Exceptions to this rule must be authorized by the Airport Manager.
3. All approved vehicles should remain in continuous communications via CTAF while operating on a Runway or Taxiway.

Section 5-6. Airport Perimeter Security

Persons owning, operating or otherwise responsible for Airport buildings or other structures that contain any portion of the Airport security perimeter (as defined by the Airport Manager), shall operate and maintain all vehicular and pedestrian access points and Airport security perimeter on their property in a manner that is acceptable to the Airport Manager and limits access from their property to the Airport to only those Persons authorized by the Airport Manager to have access.

Section 5-7. Authority to Remove Vehicles

The Airport Manager may cause to be removed from any area of the Airport any Vehicle that is disabled, abandoned, or Parked in violation of the Rules and Regulations, or that presents an operational hazard to any area of the Airport, as determined by the Airport Manager, in their sole discretion, with the

Vehicle operator bearing any expense of removal and the risk of any damage from such removal.

Section 5-8. Bicycles and Miscellaneous Vehicles



1. Bicycles may be operated on the Airport Movement Area for the express purpose of transitioning from one specific location to another, provided that such operation is in accordance with the Rules and Regulations, including those sections pertaining to Vehicles. Under no circumstances shall a bicycle be used on the runway or taxiway. Recreational biking is prohibited. Bicycles utilized after dark must be equipped with reflectors and a light.
2. Unless authorized by the Airport Manager, no Person may operate at the Airport any go-cart, go-ped, skateboard, rollerblade, or other Vehicles not licensed, or otherwise permitted by state law, for operation on a public street or highway, except for City Vehicles or small Vehicles (golf carts, UTV's, ATV's, etc.) used for servicing aircraft or on Airport transportation.

Section 5-9. Vehicular Accidents

The driver of any Vehicle involved in an accident on the Airport that results in injury or death to any Person, or damage to any property, shall immediately stop such Vehicle at the scene of the accident; render reasonable assistance to each Person injured in the accident, including making arrangements for the transporting of the Person to a physician, surgeon or hospital for medical or surgical treatment, if it is apparent that treatment is necessary or if the transporting is requested by the injured Person; and give their name, address and operator's license and registration number to the Person injured, the Airport Manager, and to any Police Officer or witnesses of the accident. The driver of such Vehicle shall make and file a report of such accident as required by state law and provide a copy of that report to the Airport Manager.

Section 5-10. Careless Operation, Driving While Intoxicated

No Vehicle of any kind may be operated at the Airport:

1. In a careless, negligent, or reckless manner, or in disregard of the rights and safety of others, or while the driver would be prohibited by law from operating an automobile upon the public streets of the City due to drug or alcohol impairment or influence, or at a speed or in a manner that endangers, or is likely to endanger, Persons or property;
2. If the Vehicle is constructed, equipped, or loaded so as to endanger, or be likely to endanger, Persons or property, or to result in the load or other materials becoming separated from the Vehicle; or
3. If the Vehicle is not lighted or otherwise clearly visible during hours of darkness or during inclement weather.

Section 5-11. Parking Restrictions



No Person may Park or leave standing any Vehicle, whether occupied or not, except within a designated Vehicle Parking Area or in the hangar when the aircraft is in use. Hangar tenant vehicles may be Parked next to, or in front of, a Hangar so long as the Vehicle does not obstruct aircraft movement. Aircraft Owners and operators may Park their Vehicles only in the Aircraft Parking space designated for their aircraft.

Aircraft owners with tie-down positions must park their vehicles outside the perimeter fence except for loading and unloading.

Vehicles Parked in an Aircraft Parking Area shall be Parked in a manner so as to be completely contained in an Aircraft Parking area and to not obstruct adjacent Aircraft Parking Areas or Taxilanes unless for the purposes of immediate and temporary loading, unloading, or staging of an aircraft.

A Vehicle Parked in an Aircraft Parking Area shall be Parked in a manner that allows the Vehicle to be immediately driven or towed away from any nearby aircraft in case of an emergency.

Section 5-12. Airport Access During an Accident or Incident

Only Persons authorized by law or Persons having the Permission of the Airport Manager may enter the Airside area of the Airport for the purposes of attending, observing, or assisting at the scene of an Aircraft Accident or Incident or Vehicular Accident.

Section 5-13. Pedestrians in the Airside Area

Walking, standing, and loitering in the Airside area are permitted only if such activities are determined by the Airport Manager not to be an operational or safety concern. Guests and family members of Tenants must remain under the control and supervision of the Tenant. Children must always be under the direct control and supervision of the Tenant. The Tenant is responsible for the safety and actions of guests and family members.

Section 5-14. Vehicle Repair

1. No Person may clean or make any repairs to Vehicles (other than Ground Support Equipment) anywhere on the Airport, except minor repairs that enable such Vehicles to be removed from the Airport.
2. No Person may move, or interfere or tamper with, any Vehicle, or take or use any Vehicle part or tool without the written approval of the Vehicle owner, or other evidence of the right to do so satisfactorily presented to the Airport Manager.



Section 5-15. Automobiles on Operational Areas

Automobiles driven by Aircraft Owners or aircraft operators who have been authorized by the Airport Manager to access Airport Movement Areas shall be subject to the following restrictions:

1. Automobiles should enter the Airport through the gate closest to the storage location of the Aircraft Owner's or aircraft operator's aircraft and leave the Airport through the same gate.
2. Automobiles traveling to an Airport location a significant distance away should use landside roads rather than traveling on an Airside apron or roadway.

Section 5-16. Vendor and Delivery Vehicles

All vendor Vehicles, tool trucks, snack trucks, delivery vehicles and the like, are prohibited from operating on Aircraft Movement Area without escort. Deliveries to businesses on the Airside shall be escorted by the receiving Tenant or their representative to the facility location. Delivery vehicles must immediately exit the Airside, by escort, upon completion of the delivery. Delivery vehicles may not park for more than 10 minutes in any Airport parking lot.

Section 5-17. Enforcement of Article 5

1. The first violation of any of the requirements in Article 5 of the Rules and Regulations will result in a verbal warning to the violator, which will be noted in the violator's file.
2. The second offense will result in a Notice of Violation to the violator.
3. The third offense will result in a suspension of the violator's Vehicle driving privileges on the Airport for up to one (1) year. After the suspension period, a written request may be submitted to the Airport Manager requesting the reinstatement of the violator's Vehicle driving privileges.
4. Violations may be subject to a fine.

Section 5-18. Pedestrians Soliciting Rides

No Person may stand or walk in, upon, or adjacent to, a Roadway at the Airport for the purpose of soliciting a ride from a Vehicle, nor may any Person solicit aircraft rides from any area of the Airport.

Section 5-19. Motor Homes, Boats, Trailers, and Recreational Vehicles

Motor homes, boats, utility trailers, and recreational Vehicles shall not be stored anywhere on the Airport unless with the prior written Permission of the Airport Manager.



MARINA MUNICIPAL AIRPORT

MINIMUM OPERATING STANDARDS



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Article 1. Introduction/Purpose

The Federal Aviation Administration (FAA) has determined that it is the prerogative of the airport owner (sponsor) to impose minimum operating standards to establish the threshold entry criteria for those wishing to engage in providing products and services to the public on an airport. Airports receiving Federal funding provide the assurance that they will make the airport available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of commercial use. This assurance is met through the adoption and enforcement of these Minimum Operating Standards.

The Minimum Operating Standards establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which are required of those currently or proposing to conduct Commercial Activities on the Airport. These requirements are intended to:

1. Protect the public interest by establishing reasonable standards for businesses on the airport, including level of service, staffing, facilities, training, licensing, environmental compliance, and insurance criteria; and
2. Provide consistent, fair and reasonable terms for the conduct of all businesses on the airport without unjust discrimination and without exposure to unfair or irresponsible competition.

The uniform application of these standards relates primarily to the public interest by discouraging substandard entrepreneurs and mandating insurance coverage levels, thereby protecting the airport, airport patrons, and established airport businesses.

Article 2. Definitions; Application; Waiver

Section 2-1. Definitions

All definitions contained in the Marina Municipal Airport Rules and Regulations are incorporated by reference into these Minimum Operating Standards. For purposes of these Minimum Operating Standards, all references to the "Rules and Regulations" when capitalized, are to the Marina Municipal Airport Rules and Regulations.

Section 2-2. Application of Minimum Operating Standards

1. All persons conducting Commercial Activities or Commercial Aeronautical Activities at the Airport shall, as a condition of conducting such activities, obtain a lease, license, Permit, and/or agreement with or from the City authorizing such activities pursuant to Article 3, and comply with all applicable requirements concerning such activities as are set forth in these Minimum Operating Standards.



2. These Minimum Operating Standards shall be deemed to be a part of each Tenant's lease, Permit and/or agreement with or from the City unless any such provisions are waived or modified by the City pursuant to Section 2-5. The mere omission of any particular standard from a Tenant's written lease, Permit and/or agreement with the City shall not constitute a waiver or modification of such standard in absence of clear and convincing evidence that the City intended to waive or modify such standard.

Section 2-3. Multiple Activities by One Tenant

Whenever a Tenant conducts multiple activities at the Airport pursuant to one lease, license, Permit and/or agreement with or from the City, such Tenant must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one of the Tenant's activities are inconsistent with the minimum standards for another of the Tenant's activities, then the minimum standards which are most beneficial to the City, as determined by the Airport Manager, shall apply.

Section 2-4. Activities Not Covered by Minimum Operating Standards

Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by-case basis and are set forth in such Tenant's written lease, license, Permit and/or agreement with or from the City.

Section 2-5. Waiver or Modification of Standards

The Airport Manager may, at his or her discretion, waive or modify any portion of these Minimum Operating Standards for the benefit of any governmental agency performing non-profit public services, performing emergency medical services to the public by means of aircraft or performing fire prevention or fire-fighting operations. The City Council may waive or modify any portion of these Minimum Operating Standards for non-governmental entities when it determines, in its discretion, that such waiver or modification is in the best interests of the City and all parties concerned and will not result in any competitive inequities among Tenants at the Airport.

Article 3. Commercial Activity Application Process

Section 3-1. Submittal of the Application

Any Person, who desires to conduct a Commercial Activity on the Airport, shall submit a written application to the Airport Manager for a lease, license, Permit, and/or agreement with or from the City authorizing such conduct prior to conducting such activities. Prior to submitting an application, the applicant should discuss all aspects of the application and the proposed operation with the Airport Manager. The applicant shall submit the following required information or documentation in the application:



1. A detailed description of the scope of the intended operations, including all services to be offered;
2. The amount of land, office space, and/or aircraft storage areas required for the operation;
3. A detailed description of any improvements or modifications to be constructed or made to airport property, including cost estimates and a construction timetable;
4. The proposed hours of operation;
5. Documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities;
6. A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including personal references and FAA certificates, if applicable;
7. The commencement date for the applicant's activities and the term of the lease, license, Permit or agreement sought, including all option periods;
8. If the applicant is a corporation, a copy of the Articles of Incorporation as filed with the Corporation Commission;
9. If the applicant is a limited liability company, a copy of the Articles of Organization filed with the Corporation Commission;
10. If the applicant is a limited partnership, a copy of the certificate of limited partnership filed with the Secretary of State;
11. If the applicant is a general partnership, a copy of the written partnership agreement, if any.

The Airport Manager may require the applicant to provide additional information which is necessary to ensure compliance with the Rules and Regulations and these Minimum Operating Standards.

Section 3-2. Processing the Application

The Airport Manager will be responsible for processing the applications for a lease, license, Permit and/or agreement with or from the City authorizing the conduct of a Commercial Activity at the Airport, subject to the approval of the City Council, if necessary. The Airport Manager will review the application, determine if it is complete, request more information if needed, and make a decision within 30 days. The Airport Manager may deny any application if it is determined that any of the following apply:

1. The applicant does not meet the qualifications and standards set forth in the Rules and Regulations or these Minimum Operating Standards;



2. The proposed activities are likely to create a safety hazard at the Airport;
3. The activities will require the City to spend funds, or to supply labor or materials as a result of the applicant's activities, or will result in a net financial loss to the City or Airport;
4. No appropriate space or land, as determined by the Airport Manager, is available to accommodate the proposed activities;
5. The proposed activities are not consistent with the Airport's Master Plan and/or Airport Layout Plan;
6. The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in airport capacity, or an undue interference with airport operations or the operations of any existing airport users;
7. The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease, license, Permit or agreement;
8. The applicant or any of its principals has a record of violating the Rules and Regulations, these Minimum Operating Standards, the FAR or any other applicable laws, rules or regulations;
9. The applicant does not have the technical or financial capabilities to properly conduct the proposed activities.

Section 3-3. Appeal Process

The Airport Manager will make the final decision on all applications to provide commercial activities on the Airport. The applicant may file an appeal to the City Council within ten (10) days of receiving written notice of denial.

Article 4. General Contractual Provisions

All leases, Permits, and/or agreements authorizing Tenants to use the Airport shall contain the following provisions and conform to the airport leasing policy:

1. The Tenant's rights to engage in specific activities at the Airport are non-exclusive.
2. The Tenant shall defend and indemnify the City and its elected or appointed officials, agents, boards, commissions and employees from all loss, damages or claims for personal injury or death or for property damage or loss, or for any other damages or loss arising out the Tenant's or its invitees' use of the Airport.



3. A termination clause allowing the City to terminate the Tenant's lease, license, Permit and/or agreement no later than 30 days after notice of default is given to the Tenant, if the Tenant fails to cure its default within the 30-day period; and allowing the City to terminate the Tenant's lease, license, Permit and/or agreement immediately if the Tenant fails to maintain the required insurance.
4. The Tenant shall make no improvements or modifications to Airport property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, the Tenant shall submit detailed construction plans and specifications to the City, and upon completion of the construction, the Tenant shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications shall be constructed in a good and workmanlike manner. All improvements or modifications made to Airport property shall become the property of the City, at no cost to the City, upon the termination of the Tenant's lease, license, Permit and/or agreement.
5. The Tenant shall not sublease or assign any of its rights under the lease, license, Permit and/or agreement with or from the City without the written consent of the City. The Airport Manager may require any potential sublessee or assignee to submit to the City biographical and financial information at least 30 days prior to a proposed assignment.
6. All provisions that the FAA or the City's Federal Airport Grant Assurance Obligations require to be included shall be included.

Article 5. Insurance

Section 5-1. General Insurance Requirements

Unless otherwise specified in Articles 6 through 9, each Person conducting a Commercial Activity shall at all times maintain in effect the following types of insurance as applicable to the business to be conducted and in accordance with the minimum insurance requirements for Commercial Aeronautical Activity Providers, as determined by the City:

1. Comprehensive general liability insurance, on an occurrence basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury. The aggregate limit must be twice the per occurrence limit. Coverage must include damage to premises rented (fire damage liability). Airport premises liability may be used in place of comprehensive general liability;
2. Automobile liability insurance combined single limit includes coverage for bodily injury and property damage covering any auto, owned, non-owned or hired;



3. Worker's compensation limits based upon statutory requirement and employer's liability coverage;
4. Aircraft liability insurance, on per occurrence basis covering injury or damage to the property of others caused from the operation of an aircraft owned or leased;
5. Hangar keeper's liability insurance on a per occurrence basis for damage to aircraft belonging to others in the care, custody and control or for the repair of safekeeping;
6. Pollution liability on an occurrence basis that includes bodily injury or property damage arising out of the actual or alleged release, dispersal, discharge, etc. of pollutants;
7. Property insurance on an all-risk basis for any tenant improvements or betterments with no coinsurance penalty provision;
8. City of Marina is to be named as an additional insured on all required coverage's and the coverage shall be primary and non-contributory with respect to all other sources including any City insurance or self-insurance.

Section 5-2. General Insurance Adjustments by City

1. In addition to the types of insurance required by Section 5-1, each Tenant shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Tenant's activities, or as the FAA may determine is required under the City's Federal Airport Grant Assurance Obligations.
2. Minimum insurance requirements may be adjusted on a case-by-case basis by the City.

Section 5-3. Form; Acceptance by City

All insurance shall be in a form, and from a company, acceptable to the City, shall name the City as an additional insured, shall require 30 days written notice to the City before modification or termination and shall include contractual liability coverage for the Tenant's obligations of indemnity.

Section 5-4. Indemnification

1. Each Person conducting a Commercial Activity shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages, or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Operator or its agents, employees and invitees (hereinafter referred to collectively as "Operator" in this Section) in connection with operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of



any property, or any other damage or loss arising out of the failure of Operator to comply with any provisions of this document.

2. The Operator shall, in all instances, except for loss, damages or claims resulting from the sole negligence of the City, indemnify the City against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Operator prompt notice of any claim made or suit instituted which may subject Operator to liability under this Section, and Operator shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Operator of any obligations hereunder.
3. Operator obligations hereunder shall survive any termination of Operator's activities at the Airport. The Operator agrees to waive all rights of subrogation against the City arising from the Operator's use, occupancy, or operations at the Airport.

Article 6. General Operational Requirements

Section 6-1. Taxiway Access

If paved access from a Tenant's premises to the Airport's taxiway system is essential for their business operation and not already provided, each Tenant conducting aeronautical activities shall provide such access. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the leased premises.

Section 6-2. Right of Entry Reserved

The City reserves the right at all reasonable times to enter upon each Commercial Aeronautical Activity Provider's premises for any lawful purpose, provided that such entry does not unreasonably interfere with the Commercial Aeronautical Activity Provider's use of the premises.

Section 6-3. Rates and Charges

Each Commercial Aeronautical Activity Provider may determine the rates and charges for all of its activities and services, provided that such rates and charges shall be consistent with the City's Federal Airport Grant Assurance Obligations, reasonable, and equally and fairly applied to all of the Commercial Aeronautical Activity Provider customers.

Section 6-4. Personnel and Invitees; Conduct of Business



Each Commercial Aeronautical Activity Provider shall at all times designate a manager to supervise its operations at the Airport and designate personnel who are available outside of normal business hours to respond to emergency situations. Each Commercial Aeronautical Activity Provider shall employ a sufficient number of trained, on-duty personnel to provide for the efficient and proper compliance with its obligations under its lease, license, Permit and/or agreement and the Rules and Regulations and these Minimum Operating Standards.

Section 6-5. Sound Level; Vibrations

Each Commercial Aeronautical Activity Provider shall take all measures to keep the sound level of its operations as low as reasonably possible and to reduce to a minimum, vibrations that could tend to damage any equipment, structure or building or create a nuisance to other airport tenants.

Section 6-6. Nuisance; Waste; Damage

No Commercial Aeronautical Activity Provider shall conduct or permit any activities which may result in nuisance, waste or damage to or at the Airport.

Section 6-7. Hazardous Conditions

No Commercial Aeronautical Activity Provider shall do or permit to be done on its premises any act which:

1. May constitute a hazardous condition in connection with the operations permitted by the Tenant's lease, license, Permit and/or agreement; or
2. Will invalidate or conflict with any fire or casualty insurance policies or regulations, or the Marina Fire Code.

Section 6-8. Overloading Floors or Structures

No Commercial Aeronautical Activity Provider shall overload any floor, structure, structural member or paved areas on the Airport.

Section 6-9. Maintenance and Repairs

Each Commercial Aeronautical Activity Provider shall keep its premises in a neat and orderly condition and in good repair and shall keep the floor of its premises and the apron and ramp areas used in its operations clean and clear of oil, grease, other materials, stains or foreign object debris (FOD).



Section 6-10. Trash

Each Commercial Aeronautical Activity Provider shall, in disposing of its trash and refuse, use a system of refuse disposal approved by the City.

Section 6-11. Security

Each Commercial Aeronautical Activity Provider shall take necessary measures to ensure security in accordance with the guidelines and regulations of, any Airport security program.

Section 6-12. Interference with Utilities and Systems

No Commercial Aeronautical Activity Provider shall interfere with the effectiveness or accessibility of any public utility system, drainage system, sewage system, fire protection system, sprinkler system, alarm system or fire hydrant or fire hoses.

Section 6-13. Fire Equipment

Each Commercial Aeronautical Activity Provider shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by the Fire Codes or by the City of Marina Fire Chief.

Section 6-14. Vehicle Identification

Any vehicle operated by a Commercial Aeronautical Activity Provider that is used in the Airside Area must bear identification designating the Commercial Aeronautical Activity Provider to whom the vehicle is assigned. Letters and/or identification shall be clearly visible and displayed in a manner that is acceptable to the Airport Manager.

Article 7. Fixed Base Operators

Section 7-1. Requirements for any FBO

A Fixed Base Operator (FBO) shall comply with the standards contained in Article 6. An FBO shall comply with all applicable provisions of the Marina City Code; Rules and Regulations; Minimum Operating Standards; Federal, State and local laws, rules, regulations, and ordinances; and the City's Federal Airport



Grant Assurance Obligations. An FBO shall engage in a wider range of Commercial Aeronautical Activities than a SASO (defined in Article 8), which shall include the following:

1. Aircraft fueling and line services;
2. Major Aircraft Alterations and Repairs. (An FBO may subcontract in order to provide the major aircraft powerplant and accessory repair services required of it);
3. Sales of aircraft parts and accessories;
4. Removal of disabled aircraft from operational areas;
5. Providing customary facilities, amenities, and services to general aviation users, including, at a minimum, the following: public restrooms, waiting lounges, conference rooms, crew lounges and flight planning services.

A Waiver to any of the FBO services listed in Section 7.1 may be considered on a case-by-case by the Airport Manager.

Section 7-2. Land and Facility Requirements

An FBO shall lease from the Airport an area large enough to support various FBO functions such as aircraft storage in a hangar, line services, transient apron parking, vehicle parking lot, public customer office functions, waiting lounge, pilot lounge, and flight planning services. An FBO may lease existing Airport facilities for this purpose or lease undeveloped land for the construction of such facilities. This area shall accommodate the following:

1. Airplane Design Group II aircraft (wingspan up to 79 feet);
2. Transient aircraft parking;
3. Circulation Taxilanes;
4. Adequate area to simultaneously accommodate transient activities while emptying aircraft from storage hangars and staging based aircraft;
5. Hangar space with dedicated space for aircraft maintenance and repair and aircraft storage;
6. Shop space to support aircraft maintenance and repair activities including the storage of parts and accessories.
7. Fuel delivery truck for Jet A.

A Waiver to any of the FBO services listed in Section 7.2 may be considered on a case-by-case by the Airport Manager.



Section 7-3. Hours of Operation

The airport shall be open for public use at all reasonable hours of the day and night, subject to these rules and regulations and subject to the condition of the landing area, as may be determined by the airport manager.. Aircraft mechanical services shall be available within 72 hours.

Section 7-4. Aircraft Service Equipment

The FBO shall maintain tools, jacks, tugs, towing equipment, tire-repair equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, chocks, ropes and tie-down supplies as are necessary for the servicing of aircraft types expected to use the Airport. The FBO shall provide appropriate recovery services and equipment necessary to promptly remove Disabled Aircraft from the Airport Movement Area. Large or heavily damaged Aircraft that the FBO determines it cannot safely remove shall be referred by the FBO to a qualified aircraft recovery service for removal. The FBO shall notify the Airport Manager in the event of an aircraft accident.

A Waiver to any of the FBO services listed in Section 7.4 may be considered on a case-by-case by the Airport Manager.

Section 7-5. Aviation Fueling Requirements

1. The FBO shall comply with the National Fire Protection Association's codes and standards, as amended, FAA Advisory Circular 150/5230-4B, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports*, as amended, all requirements of the Rules and Regulations, the Airport Minimum Operating Standards, and all other applicable laws related to aircraft fuel handling, dispensing and storage.
2. If the FBO desires to build static fuel tank storage facilities for aviation fuels, the minimum capacities are 10,000 gallons of aviation gasoline and 10,000 gallons of turbine fuel, in an area to be designated by the Airport Manager. The FBO shall not construct or modify any fuel storage or distribution facilities without the written consent of the City and without complying with all City safety standards. The City shall have the right to inspect such facilities periodically to assure compliance with all standards.
3. The FBO shall provide mobile dispensing equipment and trucks sufficient to serve the needs of the Airport. All such equipment shall meet all applicable safety standards. The metering devices shall be inspected, checked, and certified by appropriate state and/or county officials. The City



shall have the right to inspect such equipment periodically to assure compliance with all standards.

4. The FBO shall require all of its fuel-handling personnel to attend training courses and to receive periodic refresher training as required by the Airport Manager and City Fire Department. The operator shall develop a standard operating procedure for aviation fueling activities and provide a current copy of the same to the Airport Manager. The City and the FAA shall have the right to periodically conduct inspections and surveillance of the operator's activities and personnel to ensure adherence to safe practices.

Section 7-6. Insurance

The FBO shall maintain the types and amounts of insurance required by Section 5-1, except that the FBO shall at all times maintain comprehensive general public liability and property damage insurance in the amount of at least \$1,000,000 combined single limit per occurrence.

Section 7-7. Personnel Qualification Requirements

The FBO shall have on-staff a manager with applicable industry experience and is approved by the Airport Manager. The Airport Manager shall be notified of change in FBO management.

Article 8. Specialized Aviation Service Operator (SASO)

Specialized Aviation Service Operators are often needed and encouraged by the Airport to meet the demands of Commercial Aeronautical Activities on the Airport.

Section 8-1. SASO Activities

The SASO is an entity that engages in one or more of those Commercial Aeronautical Activities as defined in Article 1 of the Rules and Regulations, or described in this Article 8, or as stated in the Long-Term Airport Use Permit.

Section 8-2. General Requirements

In addition to any other requirements of these Minimum Operating Standards and the Rules and Regulations, the SASO must comply with both the special requirements related to the specific activities described in this Article 8, and the general requirements set forth below:



1. The SASO, except for Hangar Leasing Service Providers as described in Section 8-3, shall have on-staff a manager with applicable industry experience and is approved by the Airport Manager. The Airport Manager shall be notified of any change in SASO management.
2. The SASO, except for Hangar Leasing Service Providers as described in Section 8-3, shall either build or lease at the Airport, from the City or another Airport tenant, sufficient business space for the type of services being provided by the SASO, as determined by the Airport Manager.
3. The SASO shall at all times maintain the types and amounts of insurance required by Article 5 for any of its activities which may be covered by such types of insurance.
4. The SASO shall comply with all applicable provisions of the Marina City Code; Rules and Regulations; Airport Minimum Operating Standards; Federal, State and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.
5. These requirements may be satisfied by an approved sublease of such space from an existing full service FBO or other Lease holder.

Section 8-3. Hangar Leasing Services

A Hangar Leasing Services Operator is any entity that leases hangars to aircraft owners or operators solely for aircraft and/or aeronautical storage purposes. Hangar Leasing Service Operators shall comply with the following minimum standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. The Hangar Leasing Services Operator may construct Hangars following completion of an Airport ground lease with the City. The planned Hangars must have Airport Manager approval as to size and location.
3. The Hangar Leasing Services Operator shall submit construction plans and specifications for any hangars to be constructed, including minimum hangar sizes and architectural design plans, subject to the written approval of the City.
4. The operator shall provide to the Airport Manager a tenant list that includes the tenant(s) name, address, phone number, email address, and aircraft type, model, N-number and assigned hangar unit. The operator shall provide to the Airport Manager an updated tenant list upon change in tenancy or aircraft being stored.

Section 8-4. Aircraft Sales



An Aircraft Sales Operator engages in the sale or brokerage of new and/or used aircraft (either on a retail or wholesale basis). An Aircraft Sales Operator shall comply with the following standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. An operator engaged in the sale of aircraft shall comply with the provisions of FAR, Part 47, Subpart C and shall possess a valid "Dealer's Aircraft Registration Certificate", FAA form 8050.
3. The operator shall maintain an approved Aircraft Dealers Certificate from the State of California.

Section 8-5. Aircraft Airframe or Engine Maintenance Service, and Aircraft Parts Sales

An Aircraft Airframe or Engine Maintenance Service provides one or more of the following services: airframe or engine overhaul; repair services on airframe or engines, including jet aircraft and helicopters; and sales of aircraft parts. An Aircraft Airframe or Engine Maintenance Service shall comply with the following standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. The operator shall provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an FAA-approved repair station.
3. The operator shall employ and have available during normal business hours at least one individual who is currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or aircraft inspector rating; or an individual working on behalf of the holder of a current FAR Part 145 Certificate.
4. Major maintenance activities may be performed only in hangars or other structures where the conduct of such major maintenance would comply with the operator's specific lease agreement, the applicable City Fire Codes, the Rules and Regulations and the Minimum Operating Standards.

Section 8-6. Aircraft Rental Services

An Aircraft Rental Services Operator engages in the rental or leasing of aircraft to the public. An Aircraft Rental Services Operator shall comply with the following standards:

1. The operator shall have available for lease a minimum of (1) one fixed wing or (1) one rotary wing aircraft.



2. The operator shall employ and have available during normal business hours at least one individual with the appropriate experience and certifications including a current FAA commercial pilot certificate with appropriate ratings, as necessary.

Section 8-7. Flight Schools

A Flight Training Operator engages in instructing pilots in dual and solo flight training, in fixed wing or rotary wing aircraft, and provides such related ground school instruction as is necessary to adequately prepare a pilot to take a written examination and flight check ride for the categories of pilot's licenses and ratings involved. A Flight Training Operator shall comply with the following standards:

1. The operator shall have available for use a minimum of (1) one fixed wing or (1) one rotary wing Aircraft or qualified simulator.
2. The operator shall provide or utilize adequate classroom facilities for the amount and type of training involved, and shall provide mock-ups, pictures, slides, film strips, movies, video tapes and/or other training aids necessary for effective ground school instruction. All materials, supplies and training methods must meet FAA requirements for the type of FAA certificate required in order to be able to provide the training offered.
3. The operator shall employ and have available during normal business hours at least one instructor who is currently certified by the FAA to provide the type of training offered.

Section 8-8. Individual Flight Instruction

It is permissible for an FAA certified flight instructor to provide flight instruction to another individual outside of a formal flight school business (reference Section 8-7). Additional flight instruction guidelines outlined in Article 10 apply.

1. The flight instructor is limited to working with no more than three student pilots within a calendar year.
2. The flight instructor shall follow permit requirements outlined in Article 10 and provide proof of their flight instructor certification to the Airport Manager.
3. The Airport Manager may make exception to these guidelines where warranted.

Section 8-9. Aircraft Component & Accessory Maintenance Service and Sales

An Aircraft Component & Accessory Maintenance Service and Sales Operator engages in the business of repairing or overhauling aircraft radios, avionics, instruments, propellers, accessories, upholstery, painting and/or similar aircraft components. An Aircraft Component & Accessory Maintenance Service and Sales Operator may sell new or used parts and components necessary for such repairs.



An Aircraft Component & Accessory Repair Service and Sales Operator shall comply with the following standards:

1. The operator shall lease at the airport sufficient business space as determined by the Airport Manager. This includes a direct lease with the Airport or a sublease from an existing FBO or another appropriate Airport tenant.
2. The operator shall employ and have available during normal business hours at least one individual experienced in the industry and is currently certified by the FAA with ratings appropriate to the services offered.
3. The operator may use for Major Aircraft Alterations and Repair activities only such hangars or other structures as are approved for such use by the Airport Manager based on the terms of the applicable lease agreement and City fire codes.

Section 8-10. Aircraft Charter or On-Demand Air Taxi Service

An Aircraft Charter or On-Demand Air Taxi Service Operator engages in the business of providing air transportation of persons or property to the general public for hire, as either a charter operator or on-demand air taxi, as defined by the FAA. An Aircraft Charter or On-Demand Air Taxi Service Operator shall meet the following standards:

1. The operator shall employ and have available during normal business hours at least one individual who holds current FAA commercial pilot and medical certificates and ratings appropriate for the operator's flight activities. All flight crews shall be properly rated for the aircraft operated. After a reasonable notice period, as determined by the Airport Manager, the operator shall provide reasonable assurance, as determined by the Airport Manager, of the continued availability of qualified operating crews.
2. The operator shall own or lease exclusively by written agreement aircraft equipped for, and capable of use in instrument conditions, and with a valid airworthiness certificate and maintained in an airworthy condition. All aircraft shall meet the requirements of the FAR operators' certificate (e.g., Part 91(k), 121, 135).
3. The operator shall have a current FAR operators' certificate (e.g., Part 91(k), 121, 135).

Section 8-11. Aerial Application Services (Crop Dusting)

An Aerial Application Operator engages in the crop dusting and agricultural spraying business with the use of specifically equipped aircraft. An Aerial Application Operator shall meet the following standards:



1. The operator shall be available “on-call” during all reasonable hours during the normal aerial application season.
2. The operator shall employ and have available at least one individual who holds a current FAA commercial pilot certificate, properly rated for the aircraft to be used, and an agricultural aircraft operator certificate issued under Part 137 of the FAR.
3. The operator shall own or lease at least one aircraft that has a valid airworthiness certificate, is maintained in an airworthy condition, and meets all the requirements of Part 137 of the FAR. Such aircraft shall be based upon the operator’s leased premises at the Airport.
4. The operator shall provide a segregated chemical storage area protected from public access and located at the Airport such that it will provide the greatest safeguards to the public. The operator shall provide tank trucks for the handling of liquid spray and mixing liquids and shall provide adequate ground equipment for handling and loading of dusting materials. Due to the potential hazard posed by the chemicals and corrosives used in agricultural spraying and aerial applications, operator’s leasehold must be utilized for that sole purpose, and may not be combined with a facility providing any other aeronautical service. The operator shall be responsible for supplying waste disposal systems as mandated by all governmental entities under all applicable environmental protection laws, rules and regulations.

Section 8-12. Specialized Commercial Flying Services

A Specialized Commercial Flying Services Operator engages in air transportation for hire for any of the following purposes: nonstop sightseeing flights that begin and end at the Airport, banner towing and aerial advertising, aerial photography or survey, power line or pipeline patrol, fire-fighting or fire patrol, air ambulance service, airborne mineral exploration, or any other commercial operations specifically excluded from Part 135. A Specialized Commercial Flying Service Operator shall meet the following standards:

1. The operator shall employ and have available during normal business hours at least one individual who holds a current commercial pilot certificate with appropriate ratings for the aircraft to be flown.
2. The operator shall own or lease at least one aircraft that has a valid airworthiness certificate, is maintained in an airworthy condition, and is suitably equipped for the type of operation involved. Such aircraft shall be based upon the operator’s premises at the Airport.

Section 8-13. Aircraft Management Services

An Aircraft Management Services Operator means a Person performing one or more of the following services in the management of another Person’s aircraft: pilot staffing, records management, aircraft charter brokerage, and other aircraft-related services, not including services detailed in any other sections of these Minimum Operating Standards. Aircraft management does not include the control



of, or operation of, aircraft under FAR Part 135. An Aircraft Management Services Operator shall meet the following standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. If any of the services offered by the operator require FAA certification, the operator shall employ and have available during normal business hours at least one individual who is currently certified by the FAA with ratings appropriate to the services offered.

Article 9. Tenant Non-Aviation Use Commercial Activities

Section 9-1. Tenant Non-Aviation Use Commercial Activities

Certain Non-Aviation Use Commercial Activities are permissible on Airport property in designated locations. Non-Aviation Use Commercial Activities must be compatible with Airport activities and must not infringe on the operation of the Airport. Non-Aviation Use Commercial Activities exclude any noise sensitive land uses such as residential development, churches, hospitals, schools (other than flight schools), etc. The Airport Managers shall determine if a proposed development is compatible with airport operations. Non-Aviation Use Commercial Activities shall:

1. At all times maintain in effect the types and minimum amounts of insurance specified in Article 5, for any of its activities at the Airport that may be covered by such insurance.
2. Enter into a ground lease or a facility lease with the Airport and pay the market rate for the lease.
3. Be subject to FAA approval prior to establishment.

Article 10. Long-Term Airport Use Permits for Non-Tenants

Section 10-1. Non-Tenant Operators

A Non-Tenant Operator is a Person who is not a Tenant, but who conducts a Commercial Activity on the Airport. The term Non-Tenant Operator includes, but is not limited to, rental car concessionaires, mobile certified mechanics, independent flight instructors, aircraft washing and cleaning, mobile oil recyclers, and others who perform commercial aeronautical or nonaeronautical activities without permanent facilities on the Airport. The term Non-Tenant Operator does not include any commercial transport provider engaged in providing goods, commodities or services to the Airport, any Federal, State, or local government agency operating at the Airport, or any FBO or SASO.



All Non-Tenant Operators, including without limitation the following, shall obtain, prior to conducting any Commercial Activity on the Airport, a Long-Term Airport Use Permit authorizing the conduct of such Commercial Activity:

1. A Person conducting a Commercial Activity who supplies or directly provides goods, commodities, services or facilities to the general public at the Airport as a regular business activity.
2. A Person conducting a Commercial Activity who uses or enters upon the Airport in furtherance of its business interests and/or to deliver services or goods to customers of that business.
3. Any Person engaged in any Commercial Activity at the Airport shall obtain one of the following Permits, in addition to a City of Marina business license, as applicable:
 - A. Short-Term Airport Use Permit: The Airport Manager or the Airport Manager may issue a Short-Term Airport Use Permit for Commercial Activities at the Airport to Persons whose Commercial Activities do not require a formal lease, provided that such Permits are effective for no more than 180 days and are immediately terminable by the City for cause. The Airport Manager will determine the terms and fees for such Permits unless such fees have otherwise been established by resolution of the City Council.
 - B. Long-Term Airport Use Permit: The Airport Manager, typically with the recommendation from the Airport Manager, may issue a Long-Term Airport Use Permit for Commercial Activities at the Airport to Persons whose Commercial Activities are anticipated to occur for a duration of more than 180 days. A land or facility lease may or may not be associated with a Long-Term Airport Use Permit.

Section 10-2. Requirements

An applicant for a Long-Term Airport Use Permit must comply with the following requirements, and remain in compliance with these requirements once it obtains a Long-Term Airport Use Permit:

1. Provide to the Airport Manager copies of the applicant's FAA licenses, and/or ratings.
2. Provide to the Airport Manager an original copy of a certificate of insurance evidencing that applicant has insurance of the types, and in the minimum amounts, required under Article 5, and meeting the current insurance requirements set forth by the City, and naming the City as an additional insured.
3. Provide to the Airport Manager evidence that the applicant has a current business license from the City of Marina.
4. Comply with all applicable provisions of the Marina City Code; Rules and Regulations; Airport Minimum Operating Standards; Federal, State and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.



5. Pay all applicable fees set for the pertinent Long-Term Airport Use Permit listed on the schedule of Airport Rates and Fees available from the Airport Administration Office.

Article 11. Non-Commercial Activities

Section 11-1. Flying Clubs

A Flying Club is a non-profit entity or organization organized for the purpose of providing its members with one or more aircraft for their personal use and enjoyment only. A Flying Club shall meet the following standards:

1. At the time of applying for a lease, license, Permit and/or agreement with or from the City to operate at the Airport, the Flying Club shall furnish the Airport Manager with a copy of its articles of incorporation, if it is a corporation; a copy of its articles of organization, if it is a limited liability company; a copy of its certificate of limited partnership, if it is a limited partnership; a copy of its partnership agreement, if it is a general partnership; the Flying Club's roster or list of members, including names of officers and directors; evidence of required insurance; a description of all aircraft used at the Airport; evidence that such aircraft have a valid airworthiness certificate; evidence of ownership of, or leasehold interest in, such aircraft; and any operating rules of the Flying Club.
2. The Flying Club's books and records shall be available for inspection and copying by the Airport Manager at any reasonable time. The Flying Club shall update its roster or list of members and provide the Airport Manager with such updated roster or list no later than June 30 and December 31 of each year, or at such other times as may be requested by the Airport Manager.
3. All aircraft used by the Flying Club at the Airport shall be owned by the Flying Club or exclusively leased by the Flying Club exclusively through a written lease, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of its members. The property rights of its members shall be equal, and no part of any revenues received by the Flying Club shall be used to provide any direct benefit to any particular member or members (e.g., by salary or bonus). The Flying Club shall not derive greater revenue from the use of its aircraft than the amount necessary to defray the Flying Club's administrative expenses and the cost of the operation, maintenance and replacement of its aircraft and facilities.
4. The Flying Club's aircraft shall not be used by anyone other than its members, and shall not be used by anyone for hire, charter or on-demand air taxi operations. Flight instruction may be provided in the Flying Club's aircraft by one club member to another member, and the club member providing such instruction may be compensated by being awarded either a credit against the payment of Flying Club dues or additional flight time in the aircraft owned by the Flying Club.



5. Any qualified mechanic who is a registered member of the Flying Club and part owner of the aircraft owned by the Flying Club may perform maintenance work on those aircraft. The Flying Club may not pay, or become obligated to pay, for such maintenance work, but such mechanics may be compensated by being awarded either a credit against the payment of Flying Club dues or additional flight time in the aircraft owned by the Flying Club.
6. The Flying Club and its members are prohibited from leasing, selling, trading or bartering any goods or services to or with any non-members of the club, except that The Flying Club may sell or exchange its aircraft and equipment for replacement or liquidation purposes.
7. The Flying Club shall comply with all applicable provisions of the Marina City Code; Rules and Regulations, Airport Minimum Operating Standards; Federal, State, and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.
8. A Flying Club that violates these requirements, or that permits one or more members to do so, may be required to terminate all operations as a Flying Club at the Airport, at the Airport Manager's discretion.

Section 11-2. Private Hangars

An applicant may request a land leasehold upon which to build and use private (non-commercial) hangars. The following standards apply to private hangars:

1. The Private Hangar developer shall review the development plans with the Airport Manager. The Airport Manager will review such plans for conformity to the current overall airport plans, for location, size, and style of the Hangar.
2. The private hangar Tenant shall lease at the Airport sufficient land, if available, as approved by the City, for each of its hangar(s).
3. The private hangars shall be used only for those purposes which are specified for Hangars in the Rules and Regulations.
4. The only aircraft that may be stored in private hangars are aircraft that are owned or leased by the private hangar Tenant, or by one of the following persons associated with the Tenant:
 - A. A person who is a general partner of a Tenant which is a partnership;
 - B. A person who is a manager of a Tenant which is a limited liability company, or if there is no designated manager, a member of such Tenant;
 - C. The president of a Tenant which is a corporation;
 - D. The chief executive officer of a Tenant which is any other legal entity.



5. The private hangar Tenant shall not sublease any assignment of its leasehold interest without prior approval of the City pursuant to Article 4.
6. The private hangar Tenant shall not sublease a hangar without notification to the Airport Manager.
7. All insurance provisions contained in Article 5 shall apply to the private hangar Tenant, except that the Tenant shall not be required to maintain any automobile liability insurance (except as required by State law), aircraft liability insurance, or hangar keeper's liability insurance in connection with the land leasehold upon which the Tenant builds and uses private hangars.
8. The private hangar Tenant shall comply with all applicable provisions of the Marina City Code; Rules and Regulations, Airport Minimum Operating Standards; Federal, State, and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.
9. The private hangar tenant shall provide to the Airport Manager a tenant list that includes the tenant(s) name, address, phone number and aircraft type, model, N-number, and assigned hangar unit. The operator shall provide to the Airport Manager an updated tenant list upon any change in tenancy or aircraft being stored.

June 13, 2022

Agenda Item: **10m(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 5, 2023

**CITY COUNCIL CONSIDER AMENDING “EXHIBIT A” TO
RESOLUTION NO. 2022-158, APPROVING MAYOR’S 2023
RECOMMENDATION FOR MAYOR PRO TEM AND CITY COUNCIL
MEMBER ASSIGNMENTS TO VARIOUS COMMITTEES
/COMMISSIONS /BOARDS**

REQUEST:

It is requested that the City Council consider:

1. Amending “Exhibit A” to Resolution No. 2022-158 approving Mayor’s 2023 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.

BACKGROUND:

On December 20, 2022, the City Council adopted Resolution No. 2022-158, approving the Mayor’s 2023 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.

Appointments to the Monterey Council Convention and Visitors Bureau were Council Member Kathy Biala (Member) and Matt Mogensen (Alternate).

ANALYSIS:

Council Member Biala is unable to attend the Monterey County Convention and Visitors Bureau board meetings and is recommending Council Member Liesbeth Visscher be appointed to this board. (“AMENDED EXHIBIT A”)

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEWED AND CONCUR

Layne P. Long
City Manager
City of Marina

AGENCY

STIPEND

MEMBERS

1) City of Marina Mayor Pro Tem

Cristina Medina-Dirksen

SPECIAL DISTRICTS

1) Monterey Regional Waste Management District
(MRWMD)
3rd Friday, 9:00 a.m., 14201 Del Monte Blvd, Marina
Tim Flanagan, General Manager
PO Box 609
Marina, CA 93933
Ph: 384-5313; Fax: 384-3567
Web Site: www.mrwmd.org

\$100/Mtg

Member: Bruce C. Delgado
4-year term through 2026

2) Northern Salinas Valley Mosquito Abatement District
(NSVMAD)
2nd Tuesday, 12 noon,
Board of Trustees
342 Airport Blvd
Salinas, CA 93905
Ph: 422-6438 (Salinas Office) 373-2483 (Marina Residents); Fax: 422-3337

\$100/Mtg

Member: Nancy Amadeo
4-year term through 2026

3) Monterey-Salinas Transit (MST)
2nd Monday, 10 a.m.,
One Ryan Ranch Rd, Monterey
Carl Sedoryk, General Manager
Monterey CA 93940
Ph: 393-8192; Fax: 899-3954
Web Site: www.mst.org

\$100/Mtg

Member: Liesbeth Visscher

JOINT POWERS AUTHORITIES

- | | | | |
|----|---|-----------------|---|
| 1) | <p>Community Human Services Project (CHS)
 3rd Thursday, 11 a.m.
 Sand City, City Hall, One Sylvan Park
 Robin McCrae, Executive Director
 PO Box 3076
 Monterey, CA 93942-3076
 Ph: 658-3811; Fax: 658-3815
 Web Site: www.chservices.org</p> | No compensation | <p>Member: Brian McCarthy
 Alternate: Kathy Biala</p> |
| 2) | <p>Association of Monterey Bay Area Governments
 (AMBAG)
 2nd Wednesday, 7 p.m., Various Locations
 Maura Twomey, Executive Director
 PO Box 838
 Marina, CA 93933
 Ph: 883-3750; Fax: 883-9155
 E-Mail: info@ambag.org</p> | \$50Mtg | <p>Member: Brian McCarthy
 Alternate: Kathy Biala
 Alternate: Bruce Delgado</p> |
| 3) | <p>Monterey County Regional Taxi Authority
 July 2021
 One Lower Ragsdale Court
 Monterey, CA 93940
 Ph: 831-899-2558
 Website: www.mryrta.org</p> | \$50Mtg | <p>Member: Liesbeth Visscher</p> |

SPECIALLY CONSTRUCTED ORGANIZATIONS

- | | | | |
|----|--|-----------------|---------------------------------|
| 1) | <p>Monterey County Mayors Select Committee
 And Mayors' Association
 1st Friday, 12 noon, Various Locations
 Office of the Mayor
 Monterey City Hall
 Monterey, CA 93940
 Ph: 646-3760; Fax: 646-3702</p> | No Compensation | <p>Member: Bruce C. Delgado</p> |
|----|--|-----------------|---------------------------------|

- | | | | |
|----|--|-----------------|---|
| 2) | Transportation Agency of Monterey County (TAMC)
4 th Wednesday, 9 a.m. (December: 1 st Wednesday)
Salinas Community Center, 940 N Main St
Todd Muck, Executive Director
55-B Plaza Cr
Salinas, CA 93901-2902
Ph: 775-0903; Fax: 775-0897 | No Compensation | Member: Cristina Medina Dirksen
Alternate: Bruce C. Delgado |
| 3) | Transportation Agency of Monterey County (TAMC)
Bicycle & Pedestrian Facilities Advisory Committee
55-B Plaza Cir, Salinas, CA 93901-2902
Ph: 647-7777
1 st Wednesday 6:00 – 8:00 PM | | Willian Greenbaum
2-year term |
| 4) | Monterey County Convention & Visitors Bureau
3 rd Wednesday, 4:00 p.m., various locations
Wave Street
Monterey, CA 93940
Ph: 657-6400
Fax: 648-5373 | No Compensation | Member: Kathy Biala Liesbeth Visscher
Alternate: Matt Mogensen
2-year term |

PARTICIPATION WITH OTHER AGENCIES

- | | | | |
|----|--|-----------------|--|
| 1) | Joint City/Marina Coast Water District
Coordination Committee
1 st Wednesday, 5 p.m., Marina City Hall Conference Room
Remleh Scherzinger, General Manager
11 Reservation Road
Marina, CA 93933
Ph: 384-6131; Fax: 384-2479
E-Mail: jheitzman@mcwd.org | No Compensation | Member: Kathy Biala
Member: Liesbeth Visscher
Alternate: Bruce Delgado |
| 2) | Access Monterey Peninsula (AMP)
3 rd Monday, 12:00 p.m.
Sarah Pierce, Executive Director
465 Tyler Street
Monterey, CA 93940
Ph: 333-1267; Fax: 333-0386
E-Mail: pierce@ampmedia.org | No Compensation | Member: Brian McCarthy |

LIAISON TO CITY COMMISSIONS & COMMITTEES

No Compensation

- 1) Economic Development Commission (EDC)
3rd Thursday, 4:00 p.m., Council Chambers
- 2) Planning Commission (PC)
2nd & 4th Thursday, 6:30 p.m., Council Chambers
- 4) Public Works Commission
3rd Thursday, 6:30 p.m., Council Chambers
- 5) Recreation & Community Services Commission
1st Wednesday, 6:15 p.m., Council Chambers

Council Member: Brian McCarthy

Council Member: Kathy Biala

Council Member: Liesbeth Visscher

Council Member: Cristina Medina Dirksen

AMENDMENT APPROVED at a Regular Meeting of the City Council duly held on July 5, 2023

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
July 5, 2023

**REVIEW THE DRAFT SIXTH CYCLE HOUSING ELEMENT AND CONSIDER
ADOPTING RESOLUTION NO. 2023-, RECOMMENDING THAT THE CITY
COUNCIL FORWARD THE DRAFT TO STATE HCD**

RECOMMENDED MOTION:

Staff recommends the following motion to approve the project:

Adopt Resolution No. 2023-, recommending that the City Council review the Draft Sixth Cycle Housing Element and forward it to State HCD to begin a ninety-day review period.

PROJECT TIMELINE

July 19, 2022-the City of Marina City Council approved a contract with Rincon Consulting and Veronica Tam and Associates to kick off the update to the City's Housing Element for the 2023-2031 planning period.

November 9, 2022-Housing Element Workshop #1 occurred with several interested parties. The Housing Element process and timelines were discussed and ways to get involved were shown to the public.

November 10, 2022-a study session with the Planning Commission occurred.

November 2022-January 2023-stakeholder interviews were conducted by Rincon Consulting and city staff to better understand the housing issues facing the City of Marina

March 15, 2023-the second Housing Element Workshop on March 15, 2023, took place. Fair housing regulations and requirements were discussed, as well as an in-depth discussion about the fair housing problems community members have faced in the city in the past few years.

May 2023-city staff met with the Asian Communities of Marina to solicit input on the Housing Element, General Plan and Downtown Specific Plan.

June 2023-the internal draft Housing Element was reviewed by city staff and the document made available to the public on the City website.¹ The Planning Commission provided input and recommended the City Council forward on the document to HCD to begin a 90-day review period.

PURPOSE

The purpose of the Housing Element is to identify and analyze existing and projected housing needs in order to preserve, improve, and develop housing for all economic segments of the community. The Housing Element is one of seven required elements of the General Plan. However, it has several unique requirements that set it apart from the other six elements. State

¹ City of Marina Sixth Cycle Housing Element Website: <https://cityofmarina.org/1186/6th-Cycle-Housing-Element-Update>

law (Government Code Section 65580 (et seq.)) specifies in detail the topics that the Housing Element must address and sets a schedule for regular updates. State law requires each local government to update its Housing Element every eight years.

The Housing Element is also the only element reviewed and certified by the State for compliance with State law. The Department of Housing and Community Development (HCD) is the State department responsible for this certification. The deadline for submission to the California Department of Housing and Community Development is December 15, 2023.² Penalties for non-compliance include legal challenges, ineligibility for many State and regional grants, and, in extreme cases, loss of land use control.

The current draft Housing Element document is not the final adopted/certified document. There will be future public hearings and public comment opportunities. This is a draft that is submitted to HCD for their review. HCD will provide comments on the Marina 2023-2031 Housing Element draft and then the city will initiate a process to adopt. The City will hold public hearings before the Planning Commission and City Council in November and December 2023. The final Housing Element document would then be submitted to HCD for a final 60-day review and certification.

State law requires that a Housing Element be consistent with other General Plan elements. It must provide clear policy direction for making decisions pertaining to zoning, subdivision approval, housing allocations, and capital improvements. State law (California Government Code Sections 65580-65589) mandates that Housing Elements must contain the following:

- An assessment of housing needs and an inventory of resources and constraints relevant to meeting those needs;
- An assessment of fair housing needs;
- An inventory of land suitable for housing;
- An assessment of special housing needs, including the identification of zones where emergency shelters are allowed by-right;
- An assessment of "at-risk" assisted housing developments;
- An evaluation of opportunities for residential energy conservation;
- The identification of quantified objectives; and
- A set of goals, policies and programs that set forth an eight-year schedule of actions that further the goals and objectives of the Housing Element.

The Housing Element must also identify adequate residential sites available for a variety of housing types for all income levels; provide assistance in developing adequate housing to meet the needs of low- and moderate-income households; address governmental constraints on the maintenance, improvement, and development of housing; conserve and improve the condition of the existing stock of affordable housing; and promote housing opportunities for all persons.

HOUSING ELEMENT OUTLINE

Introduction-This is an outline of the purpose, data sources and community participation undertaken to update the housing element.

² Please note there is a 120-day grace period from this date but we are aiming to complete the document by December.

Chapter 1 - Housing Needs and Constraints Assessment-An analysis of the City’s population, household composition, employment base and the characteristics of to identify housing needs. The constraints analysis looks at market, governmental and environmental constraints to the City of Marina meeting its identified housing needs.

Chapter 2 - Housing Resources-An evaluation of the opportunities that will further the development of new housing.

Chapter 3 - Housing Action Plan-A statement of the housing plan to address Marina’s housing needs identified in this document, including goals, policies and programs.

Appendices-this includes a review of past accomplishments, public participation to date, and Fair Housing Assessment

RHNA OVERVIEW

Each jurisdiction in California is required to plan for its fair share of the region’s housing need. This fair share is determined through a process called the Regional Housing Need Allocation (RHNA). HCD identifies the total housing need for each region of the State. Regional Councils of Government, in this case the Association of Monterey Bay Area Governments (AMBAG), is responsible for distributing this need to local governments in the region. Once a local government has received its RHNA, it must revise its Housing Element to show how it plans zone residential land to accommodate its portion of the region’s housing need. The RHNA is one of the primary threshold criteria necessary to achieve HCD support of the Housing Element. Table 2-1 of the Housing Element shows Marina's RHNA for the 2023-2031 Housing Element (6th Cycle) is approximately 685. With recent changes to State law (see SB 166), the Site Inventory component of the Housing Element must identify sites for an additional 20% over our base RHNA for a total of 821.

Table 2-1 Marina Housing Needs for 2023-2031

Income Category (% of Monterey County AMI)	Number of Units	Units plus 20% Buffer	Percent of Total Units
Extremely Low (< 30% of AMI)*	47	56	6.9%
Very Low (30 to 50% of AMI)	47	56	6.9%
Low (51 to 80% of AMI)	62	74	10.1%
Moderate (81% to 120% of AMI)	173	208	25.3%
Above Moderate (> 120% of AMI)	356	427	51.9%
Total	685	821	100%

Table 2-4 of the Housing Element summarizes the Site Inventory analysis in Chapter 2 of the Housing Element. As shown, the City can meet its RHNA requirements without the need of any rezoning, primarily through existing and pending projects in the City.

Table 2-4 Adequacy of Residential Sites Inventory

	Lower Income	Moderate Income	Above Moderate Income	Total
RHNA Allocation plus buffer	186	208	427	821
Planned and Approved Units	277	284	2,022	2,583
ADUs Anticipated	52	26	10	88
Remaining RHNA	0	0	0	0
Affordable Housing Overlay	35	72	425	532
Total Units on Vacant Sites	18	63	329	410
Total Units on Underutilized Sites	17	9	96	122
Total Unit Surplus	178	174	2,030	2,382

AFFIRMING FAIR HOUSING-AB 686

AB 686 requires the City to administer its housing programs and activities in a manner to affirmatively further fair housing and not take any action that is inconsistent with this obligation. The City must take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. The Housing Element must include an assessment of fair housing practices, an examination of the relationship of available sites to areas of high opportunity, and actions to affirmatively further fair housing. This Housing Element includes addressing fair housing and AFFH directly, and objectives to affirmatively further fair housing in programs throughout the Element. Please see Appendix A of the document for further details about this new portion of the Housing Element

GENERAL PLAN ANALYSIS

The proposed project is in compliance with the City of Marina General Plan as detailed in Exhibit A.

PLANNING COMMISSION REVIEW

On June 22, 2023 the Planning Commission reviewed the draft Housing Element. Several comments were made and will be incorporated into the final Housing Element.³ The Commission requested city staff research for possible incorporation into the Final Housing Element two additional programs:

- 1) That city staff will research and conduct a study session with the Commission about more cost-effective ways to build housing in Marina by a variety of methods, including but not limited to: tiny homes and pre-fabricated units.
- 2) That city staff will conduct a study session with the Commission about identifying additional ways to reduce housing barriers for the Veteran community as a way to honor the rich traditional of service in the community. Put in more general terms, what can city staff do to “cut the red tape” to expeditious house Marina Veterans.

RECOMMENDED ACTION

Staff recommends that the City Council review the Draft Housing Element, provide comments to staff on recommended revisions and then forward to HCD for review.

³ Link to the June 22, 2023 Planning Commission Meeting:

<https://videoplayer.telvue.com/player/AWBnUCvxx6cKD1BrvIIZX31orwnnR9JL/media/808267?autostart=true&showtabssearch=true>

EX PARTE COMMUNICATION DISCLOSURES

The review of the draft Housing Element is a legislative act of the City Council and therefore the ex parte disclosures do not apply.

ENVIRONMENTAL DETERMINATION

A Initial Study/Mitigated Negative Declaration will be prepared for the Final Housing Element.

CONCLUSION

City staff are asking for the following action items from the City Council:

1-To review the draft Housing Element and provide input;

2-Adopt a resolution recommending that the City Council review the document and direct City staff to forward it to HCD to begin the 90-day review period.

Timely review and input from the community, Planning Commission and Council is necessary to complete this project by December of 2023.

Respectfully submitted,

Guido F. Persicone, Community Development Director
Community Development Department
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

Exhibits to the Resolution:

A. Findings

B. Draft Housing Element: <https://cityofmarina.org/1186/6th-Cycle-Housing-Element-Update>

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
REGARDING THE DRAFT SIXTH CYCLE HOUSING ELEMENT**

WHEREAS, the City of Marina (City) desires to complete the Sixth Cycle Housing Element, and

WHEREAS, completion of the Sixth Cycle Housing Element will ensure the City's Regional Housing Needs Allocation (RHNA) obligations as identified by the California Department of Housing and Community Development (State HCD) and the Association of Monterey Bay Area Governments (AMBAG) are met by December 2023, and

WHEREAS, on June 22, 2023, at a duly noticed public hearing Planning Commission recommended the City Council review the draft document, and forward to State HCD; and

WHEREAS, this draft document is exempt from the California Environmental Quality Act (CEQA) as it will not have a foreseeable impact on the environment pursuant to section 15031 of the CEQA Guidelines;

WHEREAS, an Initial Study-Mitigated Negative Declaration will be prepared for the Final Housing Element;

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

1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.
2. Recommend staff incorporate by reference appropriate comments received from the Commission into the draft Housing Element; and
3. Recommend that the City Council review the draft Housing Element and direct staff to forward onto the California Department of Housing and Community Development;

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th of July 2022 by the following vote:

AYES, COUNCILMEMBERS:

NOES, COUNCILMEMBERS:

ABSENT, COUNCILMEMBERS:

ABSTAIN, COUNCILMEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Shepard, Deputy City Clerk

EXHIBIT A

FINDINGS

Staff finds that this project is:

Consistent with the General Plan

- 1) General Plan Policy 2.28 states-Under California law, each community also has the responsibility to provide housing affordable to all income groups. The California Department of Housing and Community Development assigns a share of what it projects to be the statewide housing need to each region in the state. In the Monterey Bay area, AMBAG then allocates the region's statewide share to local jurisdictions through its Regional Housing Needs Plan. These housing targets are subsequently incorporated into the jurisdictions' general plans through updates of their housing elements. Through implementation of its Housing Element policies and programs, Marina will continue to enhance the local supply of affordable housing and meet the housing needs of special-needs populations.

Evidence: By providing for units at the very low, low, moderate and above moderate-income levels the City of Marina will be implementing the Regional Housing Needs Allocation RHNA plan as provided for by the Association of Monterey Bay Area Governments (AMBAG).

- 2) General Plan Policy 2.31 (1)(a)- 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.

Evidence: The draft Housing Element provides for an eight-year plan to ensure housing is provided for the current and future workforce.

- 3) General Plan Policy 2.31(2)-To ensure that housing continues to be available to households of lower income in Marina, affordable housing shall be provided pursuant to the inclusionary housing requirement of the Housing Element of this plan.

Evidence: The City is currently implementing the Inclusionary Housing Ordinance to mandate housing for households of lower income.