



AGENDA

Tuesday, September 19, 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 ITEMS:
4. CLOSED SESSION:
 - a. Property: Tarmac Area, 3200 Imjin Road, Marina, CA
Negotiating Party: Joby Aero Inc.
Negotiator(s): City Manager
Terms: Price and Terms
 - b. Property: APN: 031-201-005-000 and APN: 031-251-018
Negotiating Party: KATMO Seaside LLC
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. National Recovery Month Proclamation, Sun Street Center
 - b. Unexpected Business, Jong Gil Lee, Ryu Hojin and the Entire Team of the Korean Reality Show Proclamations
 - c. Annual Fire Department Open House
 - d. Below Market Rate Housing Lottery
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 103113- 103185, totaling \$1,209,293.93.
 - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) September 6, 2023, Regular City Council Meeting
 - (2) September 12, 2023, Adjourned Regular City Council Meeting
 - c. **CLAIMS AGAINST THE CITY:** None
 - d. **AWARD OF BID:** None
 - e. **CALL FOR BIDS:**
 - (1) Adopting Resolution No. 2023-, approving advertising and calling for bids for the City of Marina General Building Improvements On-Call Contract 2023.
 - f. **ADOPTION OF RESOLUTIONS:**
 - (1) Adopting Resolution No. 2023-, authorizing the purchase of 4 Motorola Mobile Radios and necessary accessories.
 - (2) Adopting Resolution No. 2023-, authorizing the City Manager to purchase pollution and legal liability (PLL) insurance coverage level of \$ 1 million dollars.

- g. APPROVAL OF AGREEMENTS: None
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE): None
 - k. FUNDING & BUDGET MATTERS:
 - (1) Adopting Resolution No. 2023-, approving the allocation of \$55,655.14 for emergency fire sprinkler system repairs at 721 Neeson Road, Building 533.
 - l. APPROVE ORDINANCES (WAIVE SECOND READING): None
 - m. APPROVE APPOINTMENTS:
 - (1) Appointing to Recreation & Cultural Services Commission: Lisa Rike and Mia Nguyen. 2-seats expiring February 2026.
 - 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. Council consider introduction of Ordinance No. 2023-, adopting amendments to the ordinance for Marina Municipal Code Chapter 12.25 entitled "Skate Park Facility Rules and Regulations" to include rules and regulations for the Pump Track.
 - 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-, approving a Lease Agreement between the City of Marina and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on city owned property at the northwest corner of California and 3rd avenue.
 - b. Receive information from Team CivX on Facilities Bond Measure.
14. COUNCIL & STAFF INFORMATIONAL REPORTS:
 - a. Monterey County Mayor's Association [Mayor Bruce Delgado]
 - b. Council reports on meetings and conferences attended (Gov't Code Section 53232).
15. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, September 15, 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, October 3, 2023
Tuesday, October 17, 2023

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

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

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

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

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

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

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.

September 28, 2023	November 9, 2023	December 14, 2023
	November 23, 2023(Cancelled)	
October 12, 2023		
October 26, 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.

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.

December 1, 2023



Proclamation

National Recovery Month September 2023

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

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

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

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

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

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), Sun Street Centers and the City of Marina invite all residents of Marina to participate in *National Recovery Month September 2023* and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby proclaim the month of September 2023 as National Recovery Month and encourage individuals, parents, student, schools, and organizations throughout the County to support use treatment, promote healthy lifestyles, and make mental health services a county-wide priority so that more people seek out treatment services to achieve and sustain long-term recovery.

*Passed and Adopted
September 19, 2023*

Bruce C. Delgado
Mayor

Cristina Medina Dirksen
Mayor Pro Tem

Liesbeth Visscher
Council Member



Kathy Biala
Council Member

Brian McCarthy
Council Member



Proclamation

Producer Director Ryu Hojin of CJ ENM

WHEREAS, the Korean TV production “Unexpected Business” was filmed in Marina, CA from August 9, 2023 to August 24, 2023 after an extensive search throughout the U.S. for a small town to complete the third series of the popular reality show, and

WHEREAS, many famous Korean actors came to Marina to staff the real day-to-day operations of the Asian Market on Del Monte Blvd in Marina including cashiering, cooking, food serving, stocking, cleaning, etc. while its owner took a vacation, and

WHEREAS, the local and regional excitement this show generated was covered by local TV and local press, and put Marina in the news spotlight that highlighted the significant Korean/Asian population in Marina, and

WHEREAS, the opportunity for cross-cultural sharing and good will between Americans and South Koreans was experienced throughout, including statements from the Korean producer directors that the City of Marina staff were all very “helpful” and that the residents of Marina were “exceptionally friendly”, and

WHEREAS, the reality show “Unexpected Business” brought economic benefits to Marina’s local economy and businesses from the approximately 85-person Korean production crew living and working for several weeks in Marina, and

WHEREAS, those Marina residents who engaged with the crew and the cast strengthened their sense of connection with, and respect for, the kind, sincere, joyful, and hard-working ethic demonstrated by the entire “Unexpected Business” team.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Bruce Delgado and the entire City Council of the City of Marina do hereby express deep appreciation for what the “Unexpected Business” cast and crew has contributed to our community and do hereby, recognize Ryu Hojin and all his team as wonderful representatives of South Korea.

*Passed and Adopted
September 19, 2023*

Bruce C. Delgado
Mayor

Cristina Medina Dirksen
Mayor Pro Tem

Liesbeth Visscher
Council Member



Kathy Biala
Council Member

Brian McCarthy
Council Member



Proclamation

Producer Director Jong Gil Lee

WHEREAS, the Korean TV production “Unexpected Business” was filmed in Marina, CA from August 9, 2023 to August 24, 2023 after an extensive search throughout the U.S. for a small town to complete the third series of the popular reality show, and

WHEREAS, many famous Korean actors came to Marina to staff the real day-to-day operations of the Asian Market on Del Monte Blvd in Marina including cashiering, cooking, food serving, stocking, cleaning, etc. while its owner took a vacation, and

WHEREAS, the local and regional excitement this show generated was covered by local TV and local press, and put Marina in the news spotlight that highlighted the significant Korean/Asian population in Marina, and

WHEREAS, the opportunity for cross-cultural sharing and good will between Americans and South Koreans was experienced throughout, including statements from the Korean producer directors that the City of Marina staff were all very “helpful” and that the residents of Marina were “exceptionally friendly”, and

WHEREAS, the reality show “Unexpected Business” brought economic benefits to Marina’s local economy and businesses from the approximately 85-person Korean production crew living and working for several weeks in Marina, and

WHEREAS, those Marina residents who engaged with the crew and the cast strengthened their sense of connection with, and respect for, the kind, sincere, joyful, and hard-working ethic demonstrated by the entire “Unexpected Business” team.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Bruce Delgado and the entire City Council of the City of Marina do hereby express deep appreciation for what the “Unexpected Business” cast and crew has contributed to our community and do hereby, recognize Jong Gil Lee and all his team as wonderful representatives of South Korea.

*Passed and Adopted
September 19, 2023*

Bruce C. Delgado
Mayor

Cristina Medina Dirksen
Mayor Pro Tem

Liesbeth Visscher
Council Member



Kathy Biala
Council Member

Brian McCarthy
Council Member



Proclamation

The Entire Team of the Korean Reality Show “Unexpected Business”

WHEREAS, the Korean TV production “Unexpected Business” was filmed in Marina, CA from August 9, 2023, to August 24, 2023 after an extensive search throughout the U.S. for a small town to complete the third series of the popular reality show, and

WHEREAS, many famous Korean actors came to Marina to staff the real day-to-day operations of the Asian Market on Del Monte Blvd in Marina including cashiering, cooking, food serving, stocking, cleaning, etc. while its owner took a vacation, and

WHEREAS, the local and regional excitement this show generated was covered by local TV and local press, and put Marina in the news spotlight that highlighted the significant Korean/Asian population in Marina, and

WHEREAS, the opportunity for cross-cultural sharing and good will between Americans and South Koreans was experienced throughout, including statements from the Korean producer directors that the City of Marina staff were all very “helpful” and that the residents of Marina were “exceptionally friendly”, and

WHEREAS, the reality show “Unexpected Business” brought economic benefits to Marina’s local economy and businesses from the approximately 85-person Korean production crew living and working for several weeks in Marina, and

WHEREAS, those Marina residents who engaged with the crew and the cast strengthened their sense of connection with, and respect for, the kind, sincere, joyful, and hard-working ethic demonstrated by the entire “Unexpected Business” team.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Bruce Delgado and the entire City Council of the City of Marina do hereby express deep appreciation for what the “Unexpected Business” cast and crew has contributed to our community and do hereby, recognize each and every one of the team as wonderful representatives of South Korea.

*Passed and Adopted
September 19, 2023*

Bruce C. Delgado
Mayor

Cristina Medina Dirksen
Mayor Pro Tem

Liesbeth Visscher
Council Member



Kathy Biala
Council Member

Brian McCarthy
Council Member



Agenda Item: 10a

Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 110 - City Council										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.625 - Other Charges Printing Svc										
11790 - Quality Print & Copy	23633	Reprint of Business Cards for Councilmember Kathy Biala	Paid by Check # 103137		08/29/2023	08/31/2023	08/31/2023		09/08/2023	117.79
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions	1		<u>\$117.79</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$117.79</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$117.79</u>
Department 110 - City Council Totals							Invoice Transactions	1		<u>\$117.79</u>
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.010 - Prof Svc Admin - Muni Code										
10149 - Code Publishing Inc. - General Code	GC0011630	MMC Web Update	Paid by Check # 103125		08/29/2023	08/31/2023	08/31/2023		09/08/2023	147.00
Account 6300.010 - Prof Svc Admin - Muni Code Totals							Invoice Transactions	1		<u>\$147.00</u>
Account 6300.465 - Prof Svc Legal - Special Counsel										
11505 - Shartsis Friese LLP	5479285	Professional Services - MPWSP - July 2023	Paid by Check # 103140		08/31/2023	09/01/2023	09/01/2023		09/08/2023	216,506.77
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions	1		<u>\$216,506.77</u>
Account 6300.570 - Prof Svc Other										
11811 - Chaplin and Hill Investigative Services LLC	23-08_3	Chaplin and Hill Investigative Services LLC	Paid by Check # 103123		09/04/2023	09/07/2023	09/07/2023		09/08/2023	4,737.50
11865 - TeamCivX	1203	Bond Measure Consulting Fee - August 2023	Paid by Check # 103152		09/01/2023	09/05/2023	09/05/2023		09/08/2023	6,500.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		<u>\$11,237.50</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		<u>\$227,891.27</u>
Division 000 - Non-Div Totals							Invoice Transactions	4		<u>\$227,891.27</u>
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	4		<u>\$227,891.27</u>
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	11197	IT Support - August 2023	Paid by EFT # 3683		08/31/2023	09/01/2023	09/01/2023		09/08/2023	8,160.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions	1		<u>\$8,160.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

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 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10592 - U.S. Bank Equipment Finance-USbancorp	509771044	CDD Copier Lease Payment - September 2023	Paid by Check # 103144		08/30/2023	09/05/2023	09/05/2023		09/08/2023	216.32
Account 6360.076 - Maint & Repairs Copier Totals								Invoice Transactions	1	\$216.32
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000423-R-0057	Computer Network Defense - September 2023	Paid by Check # 103142		09/01/2023	08/31/2023	08/31/2023		09/08/2023	2,000.00
10905 - Taygeta Scientific, Inc.	000708-R-0030	Barracuda Spam Firewall - September 2023	Paid by Check # 103142		09/01/2023	08/31/2023	08/31/2023		09/08/2023	475.80
10897 - TechRx Technology Services	11163	Ninite Monthly Subscription - September 2023	Paid by EFT # 3683		09/01/2023	09/01/2023	09/01/2023		09/08/2023	112.50
10897 - TechRx Technology Services	11189	Veeam Virtual Backup Monthly Subscription - September 2023	Paid by EFT # 3683		09/01/2023	09/01/2023	09/01/2023		09/08/2023	380.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals								Invoice Transactions	4	\$2,968.30
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade										
10897 - TechRx Technology Services	11147	Citywide MS Office 365 - September 2023	Paid by EFT # 3683		09/01/2023	09/01/2023	09/01/2023		09/08/2023	2,215.80
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade Totals								Invoice Transactions	1	\$2,215.80
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	7	\$13,560.42
Division 000 - Non-Div Totals								Invoice Transactions	7	\$13,560.42
Department 125 - I. T. Totals								Invoice Transactions	7	\$13,560.42
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11159	scansnap office equipment - M. McGuiness	Paid by EFT # 3683		08/31/2023	09/07/2023	09/07/2023		09/08/2023	576.63
10897 - TechRx Technology Services	11151	Laptops & Docking station- Finance	Paid by EFT # 3683		08/14/2023	09/07/2023	09/07/2023		09/08/2023	2,108.53



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Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11096	Laptop/Docking station/Monitor-Finance	Paid by EFT # 3683		07/31/2023	09/07/2023	09/07/2023		09/08/2023	2,246.41
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions	3		\$4,931.57
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$4,931.57
Division 000 - Non-Div Totals							Invoice Transactions	3		\$4,931.57
Department 130 - Finance Totals							Invoice Transactions	3		\$4,931.57
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.200 - Medical Dental										
10737 - Premier Access Insurance-Premium Payment	09-01-.23	Dental Claim (09/2023)	Paid by Check # 103151		09/01/2023	09/01/2023	09/01/2023		09/08/2023	(3,262.42)
Account 6150.200 - Medical Dental Totals							Invoice Transactions	1		(\$3,262.42)
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	11210	CDD Public Works Split	Paid by EFT # 3683		09/01/2023	09/01/2023	09/01/2023		09/08/2023	2,602.79
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions	1		\$2,602.79
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-01986515	Corp Yard	Paid by Check # 103145		08/31/2023	09/01/2023	09/01/2023		09/08/2023	271.46
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$271.46
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4166557552	Cust# 833-711-5963	Paid by Check # 103124		09/01/2023	09/06/2023	09/06/2023		09/08/2023	43.22
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$43.22
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20439840	CALNET3-9391023466 (384-8477)	Paid by Check # 103119		08/28/2023	09/06/2023	09/06/2023		09/08/2023	55.56
10758 - AT & T CALNET3	20439812	CALNET3-9391023440 (384-0860)	Paid by Check # 103119		08/28/2023	09/06/2023	09/06/2023		09/08/2023	28.58
10758 - AT & T CALNET3	20439842	CALNET3-9391023468 (384-9148)	Paid by Check # 103119		08/28/2023	09/06/2023	09/06/2023		09/08/2023	28.55
10758 - AT & T CALNET3	2024-00000316	CALNET3-9391023467 (384-8760)	Paid by Check # 103119		09/06/2023	09/06/2023	09/06/2023		09/08/2023	.01



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20434732	CALNET3-9391023471 (582-0100)	Paid by Check # 103119		08/27/2023	09/06/2023	09/06/2023		09/08/2023	59.57
10758 - AT & T CALNET3	20434738	CALNET3-9391023477 (582-9803)	Paid by Check # 103119		08/27/2023	09/06/2023	09/06/2023		09/08/2023	28.55
10758 - AT & T CALNET3	20439837	CALNET3-9391023463 (384-7854)	Paid by Check # 103119		08/28/2023	09/06/2023	09/06/2023		09/08/2023	28.55
10758 - AT & T CALNET3	20439809	CALNET3-9391023437 (384-0425)	Paid by Check # 103119		08/28/2023	09/06/2023	09/06/2023		09/08/2023	56.29
10758 - AT & T CALNET3	20439813	CALNET3-9391023441 (384-0888)	Paid by Check # 103119		08/28/2023	09/06/2023	09/06/2023		09/08/2023	28.55
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 9	\$314.21
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	126379448	196 Lillian Pl Streetlight Front Shield Install	Paid by Check # 103134		08/30/2023	08/29/2023	08/29/2023		09/08/2023	250.00
10463 - Pacific Gas & Electric	Aug 2023 313-6	PG&E 6793435313-6	Paid by Check # 103134		08/25/2023	09/06/2023	09/06/2023		09/08/2023	7,468.55
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 2	\$7,718.55
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 090123	Water Cooler Rental and Replacement Water	Paid by Check # 103141		09/01/2023	09/05/2023	09/05/2023		09/08/2023	187.85
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$187.85
Account 6400.635 - Material & Suppl Postage Shipping										
10480 - Pitney Bowes	3106243268	Postage Meter Quarterly Lease Payment - June-Sept 2023	Paid by Check # 103135		08/30/2023	08/31/2023	08/31/2023		09/08/2023	1,375.38
10509 - Reserve Account - Pitney Bowes	08-31-23	Postage Meter Refill	Paid by Check # 103138		08/31/2023	08/31/2023	08/31/2023		09/08/2023	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	770717	Remote Access New Code Entry - Chambers - Laura Pruneda	Paid by EFT # 3681		08/21/2023	09/05/2023	09/05/2023		09/08/2023	35.00
10239 - First Alarm	770718	Remote Access New Code Entry - City Hall - Laura Pruneda	Paid by EFT # 3681		08/21/2023	09/05/2023	09/05/2023		09/08/2023	35.00
10239 - First Alarm	758748	3200 Imjin Rd	Paid by EFT # 3681		08/21/2023	09/01/2023	09/01/2023		09/08/2023	284.07



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	736034	211 Hillcrest Ave PD (Remote Access New Code Entry)	Paid by EFT # 3681		02/13/2023	09/01/2023	09/01/2023		09/08/2023	35.00
10239 - First Alarm	753291	211 Hillcrest Ave PD	Paid by EFT # 3681		05/15/2023	09/01/2023	09/01/2023		09/08/2023	199.80
10239 - First Alarm	770168	211 Hillcrest Ave PD	Paid by EFT # 3681		08/15/2023	09/01/2023	09/01/2023		09/08/2023	199.80
Account 6600.010 - Other Charges Alarm Totals							Invoice Transactions	6		\$788.67
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	24		\$11,539.71
Division 000 - Non-Div Totals							Invoice Transactions	24		\$11,539.71
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	24		\$11,539.71
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4166557582	Mat Service - Police/Fire 09/01/22	Paid by Check # 103124		09/01/2023	09/06/2023	09/06/2023		09/08/2023	37.59
10493 - Pure H2O	20214	Water Cooler Service Police & Fire 09/01/23	Paid by Check # 103136		09/01/2023	09/01/2023	09/01/2023		09/08/2023	88.55
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	2		\$126.14
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$126.14
Division 000 - Non-Div Totals							Invoice Transactions	2		\$126.14
Department 210 - Police Totals							Invoice Transactions	2		\$126.14
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10800 - Lexipol	INVLEX18941	Annual Fire Policy Manual & Daily Training Bulletin	Paid by Check # 103131		09/01/2023	09/01/2023	09/01/2023		09/08/2023	5,392.22
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$5,392.22
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	11174	Custom Fire Training Computer, build, setup and deliver	Paid by EFT # 3683		08/31/2023	09/01/2023	09/01/2023		09/08/2023	3,344.38
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals							Invoice Transactions	1		\$3,344.38
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4166557582	Mat Service - Police/Fire 09/01/22	Paid by Check # 103124		09/01/2023	09/06/2023	09/06/2023		09/08/2023	117.48



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	20214	Water Cooler Service Police & Fire 09/01/23	Paid by Check # 103136		09/01/2023	09/01/2023	09/01/2023		09/08/2023	113.53
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 2			<u>\$231.01</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9942890659	FD Mobile from July 26 - August 25 2023	Paid by EFT # 3684		08/25/2023	09/01/2023	09/01/2023		09/08/2023	442.45
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>\$442.45</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	086270	Tool Maintenance Supply	Paid by Check # 103114		09/02/2023	09/06/2023	09/06/2023		09/08/2023	44.75
11393 - Carmel Roasters, Inc.	67588	FD Coffee - 3 boxes	Paid by Check # 103122		09/06/2023	09/06/2023	09/06/2023		09/08/2023	262.20
10580 - Tri County Fire Protection	HP61760	Extinguisher refills at Station 2	Paid by Check # 103143		08/31/2023	09/06/2023	09/06/2023		09/08/2023	228.00
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 3			<u>\$534.95</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 8			<u>\$9,945.01</u>
Division 000 - Non-Div Totals							Invoice Transactions 8			<u>\$9,945.01</u>
Department 250 - Fire Totals							Invoice Transactions 8			<u>\$9,945.01</u>
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10080 - Branch's Janitorial	228635	Custodial Service for August 2023	Paid by Check # 103120		08/25/2023	08/25/2023	08/25/2023		09/08/2023	2,886.35
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions 1			<u>\$2,886.35</u>
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10196 - State Labor Commissioner California Department of Industrial Relations	E 1989451 SJ	Elevator Public Safety	Paid by Check # 103121		08/23/2023	08/25/2023	08/25/2023		09/08/2023	225.00
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals							Invoice Transactions 1			<u>\$225.00</u>
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0155460	3126 Shoemaker at Pond Rodents	Paid by Check # 103126		08/23/2023	09/01/2023	09/01/2023		09/08/2023	80.00
10250 - Gavilan Pest Control	0155459	190 Seaside Circle Gophers	Paid by Check # 103126		08/23/2023	09/01/2023	09/01/2023		09/08/2023	300.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions 2			<u>\$380.00</u>
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086231	Tire and Tube/Supplies	Paid by Check # 103115		08/29/2023	08/29/2023	08/29/2023		09/08/2023	111.26



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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 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086214	Sprinkler Valve Key	Paid by Check # 103115		08/25/2023	09/01/2023	09/01/2023		09/08/2023	7.64
10728 - Ace Hardware-Public Works	086249	Screws	Paid by Check # 103115		08/30/2023	09/01/2023	09/01/2023		09/08/2023	8.73
10034 - American Supply Co.	0179168	PW Yard Supplies	Paid by Check # 103116		08/24/2023	08/25/2023	08/25/2023		09/08/2023	3,297.00
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 4			<u>\$3,424.63</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110291805	PW Uniforms	Paid by Check # 103117		08/25/2023	08/25/2023	08/25/2023		09/08/2023	142.38
10043 - Aramark Uniform Service	5110296100	PW Uniforms	Paid by Check # 103117		09/01/2023	08/29/2023	08/29/2023		09/08/2023	142.38
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 2			<u>\$284.76</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 10			<u>\$7,200.74</u>
Division 311 - Buildings & Grounds Totals							Invoice Transactions 10			<u>\$7,200.74</u>
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086215	Key for Rec for the Library	Paid by Check # 103115		08/25/2023	08/25/2023	08/25/2023		09/08/2023	3.05
10728 - Ace Hardware-Public Works	086148	Tape/Tools	Paid by Check # 103115		08/17/2023	08/29/2023	08/29/2023		09/08/2023	41.48
10728 - Ace Hardware-Public Works	086193	Mortar	Paid by Check # 103115		08/22/2023	08/29/2023	08/29/2023		09/08/2023	7.64
10728 - Ace Hardware-Public Works	086218	Batteries	Paid by Check # 103115		08/25/2023	08/29/2023	08/29/2023		09/08/2023	21.84
10728 - Ace Hardware-Public Works	086075	Propane	Paid by Check # 103115		08/09/2023	08/29/2023	08/29/2023		09/08/2023	29.49
10599 - Valley Saw & Garden Equipment	347388	Trimmer Spool	Paid by Check # 103146		08/28/2023	08/25/2023	08/25/2023		09/08/2023	120.94
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 6			<u>\$224.44</u>
Account 6360.850 - Maint & Repairs Vehicle										
10728 - Ace Hardware-Public Works	086221	Engine Oil	Paid by Check # 103115		08/28/2023	08/25/2023	08/25/2023		09/08/2023	21.81
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-003746	PD	Paid by Check # 103132		08/24/2023	08/25/2023	08/25/2023		09/08/2023	233.99
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 2			<u>\$255.80</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 8			<u>\$480.24</u>
Division 313 - Vehicle Maint Totals							Invoice Transactions 8			<u>\$480.24</u>
Department 310 - Public Works Totals							Invoice Transactions 18			<u>\$7,680.98</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 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10268 - Harris & Associates	59204	Professional Services from July 30, 2023 to August 26, 2023	Paid by Check # 103128		09/06/2023	09/07/2023	09/07/2023		09/08/2023	6,862.50
Account 6300.610 - Prof Svc Planning - Consultant Totals								Invoice Transactions 1		\$6,862.50
Account 6330.100 - Fee Agr Costs - Planning										
10316 - Kimley-Horn & Associates	25482766	Marina Station COA	Paid by Check # 103130		07/31/2023	08/25/2023	08/25/2023		09/08/2023	8,312.00
10508 - Regional Government Services	15507	Contract Services for Marina Planning - Harvey Gas Station	Paid by EFT # 3682		07/31/2023	09/07/2023	09/07/2023		09/08/2023	812.46
Account 6330.100 - Fee Agr Costs - Planning Totals								Invoice Transactions 2		\$9,124.46
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10046 - ARC (Former San Jose Blue)	12205500	ARC August 2023	Paid by Check # 103118		08/22/2023	09/05/2023	09/05/2023		09/08/2023	427.89
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals								Invoice Transactions 1		\$427.89
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	327003632001	Office Depot Planning Supplies	Paid by Check # 103133		08/11/2023	09/05/2023	09/05/2023		09/08/2023	31.67
10732 - Office Depot-General Account	325568590001	Office Depot Planning Supplies	Paid by Check # 103133		08/10/2023	09/05/2023	09/05/2023		09/08/2023	76.87
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions 2		\$108.54
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 6		\$16,523.39
Division 000 - Non-Div Totals								Invoice Transactions 6		\$16,523.39
Department 410 - Planning Totals								Invoice Transactions 6		\$16,523.39
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	52940	Marina Building Services July 2023	Paid by EFT # 3680		08/28/2023	08/31/2023	08/31/2023		09/08/2023	5,328.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals								Invoice Transactions 1		\$5,328.00
Account 6300.100 - Prof Svc Code Enforcement										
11477 - Cheryl Kent - DBA Fastrac	2023-80	Code Enforcement Investigations	Paid by Check # 103148		09/01/2023	09/06/2023	09/06/2023		09/08/2023	2,135.00
Account 6300.100 - Prof Svc Code Enforcement Totals								Invoice Transactions 1		\$2,135.00



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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 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9942368291	Verizon Wireless August 2023 (972476364-00001	Paid by EFT # 3684		08/18/2023	09/01/2023	09/01/2023		09/08/2023	108.93
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$108.93
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$7,571.93
Division 000 - Non-Div Totals							Invoice Transactions	3		\$7,571.93
Department 430 - Building Inspection Totals							Invoice Transactions	3		\$7,571.93
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.625 - Other Charges Printing Svc										
11490 - Juli L. Hofman	08-17-23	Marina Dining Guide Graphics	Paid by Check # 103129		08/17/2023	08/31/2023	08/31/2023		09/08/2023	187.50
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions	1		\$187.50
Account 6600.630 - Other Charges Promotional Activities										
11620 - Certified Folder Display Service, Inc.	605885	Distribution of Restaurant Guides - October 2023	Paid by EFT # 3679		09/01/2023	09/05/2023	09/05/2023		09/08/2023	314.30
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions	1		\$314.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$501.80
Division 000 - Non-Div Totals							Invoice Transactions	2		\$501.80
Department 440 - Economic Dev Totals							Invoice Transactions	2		\$501.80
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
11792 - Johnson/Kona Jerry's BBQ	INV0012 B	MLK Event	Paid by Check # 103149		08/21/2023	09/05/2023	09/05/2023		09/08/2023	7,177.50
11900 - Juan Reyes/Reyes Party Rental	09-09-23 B	MLK Event - Equipment Rental	Paid by Check # 103150		09/09/2023	09/05/2023	09/05/2023		09/08/2023	1,900.00
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals							Invoice Transactions	2		\$9,077.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$9,077.50
Division 100 - Admin Totals							Invoice Transactions	2		\$9,077.50
Department 510 - Recreation & Culture Totals							Invoice Transactions	2		\$9,077.50



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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 Totals					Invoice Transactions 80				\$309,467.51	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9942368291	Verizon Wireless August 2023 (972476364-00001	Paid by EFT # 3684		08/18/2023	09/01/2023	09/01/2023		09/08/2023	492.09
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$492.09
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Aug 2023 313-6	PG&E 6793435313-6	Paid by Check # 103134		08/25/2023	09/06/2023	09/06/2023		09/08/2023	660.25
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$660.25
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	9696351 082623	Corp Yard	Paid by Check # 103141		08/26/2023	08/25/2023	08/25/2023		09/08/2023	145.39
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$145.39
Account 6400.750 - Material & Suppl Street Material (non-capitalize)										
10261 - Graniterock/Pavex Construction	2112070	Asphalt	Paid by Check # 103127		08/26/2023	09/01/2023	09/01/2023		09/08/2023	424.33
Account 6400.750 - Material & Suppl Street Material (non-capitalize) Totals									Invoice Transactions 1	\$424.33
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110291806	PW Shop Supplies	Paid by Check # 103117		08/25/2023	08/25/2023	08/25/2023		09/08/2023	77.11
10043 - Aramark Uniform Service	5110296109	PW Shop Supplies	Paid by Check # 103117		09/01/2023	08/29/2023	08/29/2023		09/08/2023	77.11
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 2	\$154.22
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 6	\$1,876.28
Division 000 - Non-Div Totals									Invoice Transactions 6	\$1,876.28
Department 000 - Non-Dept Totals									Invoice Transactions 6	\$1,876.28
Fund 220 - Gas Tax Totals									Invoice Transactions 6	\$1,876.28



Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	52694	Monterey Bay Estates	Paid by EFT # 3680		08/23/2023	08/25/2023	08/25/2023		09/08/2023	2,860.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals									Invoice Transactions 1	\$2,860.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Aug 2023 313-6	PG&E 6793435313-6	Paid by Check # 103134		08/25/2023	09/06/2023	09/06/2023		09/08/2023	9.73
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$9.73
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$2,869.73
Division 000 - Non-Div Totals									Invoice Transactions 2	\$2,869.73
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$2,869.73
Fund 233 - Monterey Bay Estates AD Totals									Invoice Transactions 2	\$2,869.73



Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Aug 2023 313-6	PG&E 6793435313-6	Paid by Check # 103134		08/25/2023	09/06/2023	09/06/2023		09/08/2023	.00
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$0.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$0.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$0.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$0.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$0.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

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										
10171 - CSG Consultants	52695	Annual Street Resurfacing	Paid by EFT # 3680		08/23/2023	08/25/2023	08/25/2023		09/08/2023	550.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$550.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$550.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$550.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$550.00
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	1		\$550.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	60229	Airport Fuel Farm-Fuel tank and Bldg 533 Improvements	Paid by Check # 103147		08/29/2023	09/05/2023	09/05/2023		09/08/2023	3,975.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$3,975.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$3,975.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$3,975.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$3,975.00</u>
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	1		<u>\$3,975.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

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										
10171 - CSG Consultants	52696	Imjin Widening	Paid by EFT # 3680		08/23/2023	08/25/2023	08/25/2023		09/08/2023	8,580.00
10588 - United Site Services	INV-01986612	Equestrian Center	Paid by Check # 103145		08/31/2023	09/01/2023	09/01/2023		09/08/2023	276.02
11489 - Wallace Group, Inc.	60200	MLK Sculpture CDs	Paid by Check # 103147		08/29/2023	08/29/2023	08/29/2023		09/08/2023	775.00
11489 - Wallace Group, Inc.	60210	California Ave Pedestrian Crossing Construction Management	Paid by Check # 103147		08/29/2023	08/29/2023	08/29/2023		09/08/2023	2,584.00
11489 - Wallace Group, Inc.	60193	Glorya Jean Tate Park Pump Track & Restroom Improvements	Paid by Check # 103147		08/29/2023	08/29/2023	08/29/2023		09/08/2023	827.25
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	5		<u>\$13,042.27</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		<u>\$13,042.27</u>
Division 000 - Non-Div Totals							Invoice Transactions	5		<u>\$13,042.27</u>
Department 000 - Non-Dept Totals							Invoice Transactions	5		<u>\$13,042.27</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	5		<u>\$13,042.27</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/08/23 - 09/08/23

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 6360.050 - Maint & Repairs Building										
11029 - Ross Roofing and Construction, Inc.	8075	Roofing bldg 533	Paid by Check # 103139		08/31/2023	09/05/2023	09/05/2023		09/08/2023	4,882.00
Account 6360.050 - Maint & Repairs Building Totals							Invoice Transactions 1			\$4,882.00
Account 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	155179	Airport Bldg 520	Paid by Check # 103126		09/01/2023	09/06/2023	09/05/2023		09/08/2023	1,150.00
10250 - Gavilan Pest Control	155180	Squirrels Airport Bldg 520 Rodents	Paid by Check # 103126		08/31/2023	09/05/2023	08/30/2023		09/08/2023	75.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals							Invoice Transactions 2			\$1,225.00
Account 6360.360 - Maint & Repairs Janitorial										
10005 - A-1 Sweeping Service	August 2023	Sweeping Service for Airport	Paid by Check # 103113		09/06/2023	09/06/2023	09/06/2023		09/08/2023	2,818.75
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			\$2,818.75
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	204939815	Fire Alarms Bldgs 524 & 533 (9391023443)	Paid by Check # 103119		08/28/2023	10/04/2023	08/30/2023		09/08/2023	55.56
10758 - AT & T CALNET3	20439816	Fire Alarms Bldgs 524 & 533 (9391023444)	Paid by Check # 103119		08/28/2023	10/04/2023	08/30/2023		09/08/2023	55.56
10758 - AT & T CALNET3	20439821	AWOS-Auto Weather Station (9391023449)	Paid by Check # 103119		08/28/2023	10/04/2023	08/30/2023		09/08/2023	59.75
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 3			\$170.87
Account 6380.300 - Utilities Gas & Electric										
10603 - Verizon Wireless	9942368291	Verizon Wireless August 2023 (972476364-00001)	Paid by EFT # 3684		08/18/2023	09/01/2023	09/01/2023		09/08/2023	22.88
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			\$22.88
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 8			\$9,119.50
Division 000 - Non-Div Totals							Invoice Transactions 8			\$9,119.50
Department 000 - Non-Dept Totals							Invoice Transactions 8			\$9,119.50
Fund 555 - Marina Airport Totals							Invoice Transactions 8			\$9,119.50
Grand Totals							Invoice Transactions 104			\$340,900.29



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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 6300.010 - Prof Svc Admin - Muni Code										
10149 - Code Publishing Inc. - General Code	GC0011580	MMC Web Update	Paid by Check # 103159		08/24/2023	08/25/2023	08/25/2023		09/15/2023	759.50
Account 6300.010 - Prof Svc Admin - Muni Code Totals							Invoice Transactions		1	<u>\$759.50</u>
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11869 - Agile Occupational Medicine PC	EM006185	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 3713		09/06/2023	09/11/2023	09/11/2023		09/15/2023	202.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals							Invoice Transactions		1	<u>\$202.00</u>
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation										
10335 - Liebert Cassidy Whitmore	250117	LCW - Professional Services	Paid by Check # 103167		08/31/2023	09/13/2023	09/13/2023		09/15/2023	10,032.00
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation Totals							Invoice Transactions		1	<u>\$10,032.00</u>
Account 6300.465 - Prof Svc Legal - Special Counsel										
11714 - Advisian, Inc. - Worley Group, Inc.	450493	Professional Services - MPWSP - April 2023	Paid by EFT # 3712		05/10/2023	09/06/2023	09/06/2023		09/15/2023	50,536.25
11714 - Advisian, Inc. - Worley Group, Inc.	460682	Professional Services - MPWSP - June 2023	Paid by EFT # 3712		07/10/2023	09/06/2023	09/06/2023		09/15/2023	106,662.50
11714 - Advisian, Inc. - Worley Group, Inc.	465868	Professional Services - July 2023	Paid by EFT # 3712		08/09/2023	09/06/2023	09/06/2023		09/15/2023	64,303.75
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions		3	<u>\$221,502.50</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethanol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	137.14
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	<u>\$137.14</u>
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	328480402-1	Office Depot	Paid by Check # 103175		08/29/2023	09/06/2023	09/06/2023		09/15/2023	51.34
10732 - Office Depot-General Account	331073380-1	Office Supplies	Paid by Check # 103175		09/11/2023	09/11/2023	09/11/2023		09/15/2023	90.88
10732 - Office Depot-General Account	328480400001	Office Depot	Paid by Check # 103175		08/29/2023	09/11/2023	09/11/2023		09/15/2023	355.05
10732 - Office Depot-General Account	328480401001	Office Depot	Paid by Check # 103175		08/29/2023	09/11/2023	09/11/2023		09/15/2023	38.23
10732 - Office Depot-General Account	328480402001	Office Depot	Paid by Check # 103175		08/29/2023	09/11/2023	09/11/2023		09/15/2023	51.34
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		5	<u>\$586.84</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		12	<u>\$233,219.98</u>
Division 000 - Non-Div Totals							Invoice Transactions		12	<u>\$233,219.98</u>
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions		12	<u>\$233,219.98</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-18	Service 8/28-9/8/23	Paid by EFT # 3717		09/08/2023	09/14/2023	09/14/2023		09/15/2023	3,230.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions	1		\$3,230.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,230.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$3,230.00
Department 130 - Finance Totals							Invoice Transactions	1		\$3,230.00
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11704 - Wellington & Rathie - Robert R Wellington Jr.	26346	Misc Personnel Matters - January 2023	Paid by Check # 103181		08/22/2023	08/25/2023	09/02/2023		09/15/2023	80.00
11704 - Wellington & Rathie - Robert R Wellington Jr.	26345	General Matters - January 2023	Paid by Check # 103181		08/22/2023	08/25/2023	09/02/2023		09/15/2023	340.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	2		\$420.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$420.00
Division 000 - Non-Div Totals							Invoice Transactions	2		\$420.00
Department 150 - City Attorney Totals							Invoice Transactions	2		\$420.00
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-02003993	WindyHill Park	Paid by Check # 103179		09/07/2023	09/06/2023	09/06/2023		09/15/2023	260.35
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$260.35
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	770338	Remote Access New Code Entry - City Hall and Chambers	Paid by EFT # 3716		08/11/2023	08/25/2023	08/25/2023		09/15/2023	70.00
10239 - First Alarm	767767	Alarm Monitoring - Council Chambers Audio Room	Paid by EFT # 3716		08/15/2023	08/25/2023	08/25/2023		09/15/2023	103.80
Account 6600.010 - Other Charges Alarm Totals							Invoice Transactions	2		\$173.80
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	510163199	City Hall Copier Lease Payment - September 2023	Paid by Check # 103169		09/04/2023	09/11/2023	09/11/2023		09/15/2023	380.20
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions	1		\$380.20



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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 6600.460 - Other Charges Legal Notices & Pub										
10270 - Monterey County Herald	0006773962	Public Notice - Fort Ord Resource Management Plan Workshop	Paid by Check # 103171		08/29/2023	09/11/2023	09/11/2023		09/15/2023	171.88
Account 6600.460 - Other Charges Legal Notices & Pub Totals							Invoice Transactions	1		\$171.88
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$986.23
Division 000 - Non-Div Totals							Invoice Transactions	5		\$986.23
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	5		\$986.23
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	09-01-23	Monterey County Emergency Communication Quarter 2 Invoice 23/24	Paid by Check # 103170		09/01/2023	09/05/2023	09/05/2023		09/15/2023	114,288.73
Account 6370.010 - Shared Svc 911 Totals							Invoice Transactions	1		\$114,288.73
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	09-01-23	Monterey County Emergency Communication Quarter 2 Invoice 23/24	Paid by Check # 103170		09/01/2023	09/05/2023	09/05/2023		09/15/2023	7,947.69
Account 6370.535 - Shared Svc NGEN O & M Totals							Invoice Transactions	1		\$7,947.69
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethanol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	5,211.34
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$5,211.34
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	09012023	Parking Rental Fees 09/01/23	Paid by Check # 103164		09/01/2023	09/07/2023	09/07/2023		09/15/2023	1,300.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions	1		\$1,300.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$128,747.76
Division 000 - Non-Div Totals							Invoice Transactions	4		\$128,747.76
Department 210 - Police Totals							Invoice Transactions	4		\$128,747.76



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123354	Plan Review Only for Larkspur MP 3 Code Update, Sea Haven	Paid by Check # 103157		08/23/2023	09/07/2023	09/07/2023		09/15/2023	200.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$200.00
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10250 - Gavilan Pest Control	0156084	3260 Imjin Rd Marina FD General Pest	Paid by Check # 103163		09/01/2023	09/06/2023	09/06/2023		09/15/2023	90.00
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 1	\$90.00
Account 6360.360 - Maint & Repairs Janitorial										
10005 - A-1 Sweeping Service	8-31-23	Aug 2023 Sweeping Service	Paid by Check # 103153		08/31/2023	09/06/2023	09/06/2023		09/15/2023	5,527.50
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$5,527.50
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	09-01-23	Monterey County Emergency Communication Quarter 2 Invoice 23/24	Paid by Check # 103170		09/01/2023	09/05/2023	09/05/2023		09/15/2023	12,698.75
Account 6370.010 - Shared Svc 911 Totals									Invoice Transactions 1	\$12,698.75
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	09-01-23	Monterey County Emergency Communication Quarter 2 Invoice 23/24	Paid by Check # 103170		09/01/2023	09/05/2023	09/05/2023		09/15/2023	2,960.90
Account 6370.535 - Shared Svc NGEN O & M Totals									Invoice Transactions 1	\$2,960.90
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethenol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	411.42
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$411.42
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 6	\$21,888.57
Division 000 - Non-Div Totals									Invoice Transactions 6	\$21,888.57
Department 250 - Fire Totals									Invoice Transactions 6	\$21,888.57
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10181 - Dave's Repair Service	355895DG	Monthly Site Inspections as Designated Operator	Paid by Check # 103160		09/01/2023	09/06/2023	09/06/2023		09/15/2023	95.00



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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										
10250 - Gavilan Pest Control	0156083	211 Hillcrest Ave Rodents	Paid by Check # 103163		09/01/2023	09/06/2023	09/06/2023		09/15/2023	82.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals										Invoice Transactions 2
										\$177.00
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086273	MLW	Paid by Check # 103154		09/03/2023	09/06/2023	09/06/2023		09/15/2023	52.42
10728 - Ace Hardware-Public Works	086299	Part Supply	Paid by Check # 103154		09/06/2023	09/06/2023	09/06/2023		09/15/2023	10.90
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 2
										\$63.32
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	09-01-23	Monterey County Emergency Communication Quarter 2 Invoice 23/24	Paid by Check # 103170		09/01/2023	09/05/2023	09/05/2023		09/15/2023	3,258.41
Account 6370.535 - Shared Svc NGEN O & M Totals										Invoice Transactions 1
										\$3,258.41
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethenol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	205.71
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$205.71
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 6
										\$3,704.44
Division 311 - Buildings & Grounds Totals										Invoice Transactions 6
										\$3,704.44
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-005309	Oil	Paid by Check # 103174		09/01/2023	09/06/2023	09/06/2023		09/15/2023	76.17
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 1
										\$76.17
Account 6360.850 - Maint & Repairs Vehicle										
10437 - My Chevrolet	CVCS267817	17 Chevy Caprice PD	Paid by Check # 103173		08/31/2023	09/06/2023	09/06/2023		09/15/2023	3,179.24
Account 6360.850 - Maint & Repairs Vehicle Totals										Invoice Transactions 1
										\$3,179.24
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 2
										\$3,255.41
Division 313 - Vehicle Maint Totals										Invoice Transactions 2
										\$3,255.41
Department 310 - Public Works Totals										Invoice Transactions 8
										\$6,959.85



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10515 - Rincon Consultants, Inc.	50734	Marina On-Call GIS Services August 2023	Paid by EFT # 3718		09/12/2023	09/13/2023	09/13/2023		09/15/2023	4,211.25
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions 1			\$4,211.25
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethenol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	137.14
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$137.14
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$4,348.39
Division 000 - Non-Div Totals							Invoice Transactions 2			\$4,348.39
Department 410 - Planning Totals							Invoice Transactions 2			\$4,348.39
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	52698	Sea Haven Phase 3A Inspection	Paid by EFT # 3714		08/23/2023	08/29/2023	08/29/2023		09/15/2023	74,487.50
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals							Invoice Transactions 1			\$74,487.50
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	52697	Engineering Services	Paid by EFT # 3714		08/23/2023	08/29/2023	08/29/2023		09/15/2023	14,355.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions 1			\$14,355.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	52697	Engineering Services	Paid by EFT # 3714		08/23/2023	08/29/2023	08/29/2023		09/15/2023	4,070.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals							Invoice Transactions 1			\$4,070.00
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	52697	Engineering Services	Paid by EFT # 3714		08/23/2023	08/29/2023	08/29/2023		09/15/2023	440.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals							Invoice Transactions 1			\$440.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$93,352.50
Division 000 - Non-Div Totals							Invoice Transactions 4			\$93,352.50
Department 420 - Engineering Totals							Invoice Transactions 4			\$93,352.50
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	11149	desktop for teen center	Paid by EFT # 3719		08/31/2023	09/11/2023	09/11/2023		09/15/2023	2,574.86



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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										
Sub-Division 00 - Non-Subdiv										
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	11198	desktops for youth center	Paid by EFT # 3719		09/01/2023	09/11/2023	09/11/2023		09/15/2023	1,214.00
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals							Invoice Transactions 2			\$3,788.86
Account 6360.690 - Maint & Repairs Supplies										
10581 - Trucksis Enterprises	13440	banner - skate park	Paid by Check # 103185		09/05/2023	09/11/2023	09/11/2023		09/15/2023	295.52
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 1			\$295.52
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethenol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	342.85
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$342.85
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
11908 - Andrea Willer - Employee	09-08-23 A	MLK Event - Reimbursement	Paid by Check # 103155		09/08/2023	09/12/2023	09/12/2023		09/15/2023	655.50
11908 - Andrea Willer - Employee	09-08-23 B	MLK Event - Reimbursement	Paid by Check # 103155		09/08/2023	09/12/2023	09/12/2023		09/15/2023	138.90
11792 - Johnson/Kona Jerry's BBQ	INV0012 C	MLK Event food	Paid by Check # 103165		08/21/2023	09/11/2023	09/11/2023		09/15/2023	1,087.50
11911 - Paul Forgsberg	09-05-23 A	MLK event – reimbursement	Paid by Check # 103177		09/05/2023	09/14/2023	09/14/2023		09/15/2023	164.88
11911 - Paul Forgsberg	09-05-23 B	MLK event – reimbursement	Paid by Check # 103177		09/05/2023	09/14/2023	09/14/2023		09/15/2023	163.88
11770 - Ron Powell	09-06-23 A	MLK Event Expense	Paid by Check # 103184		09/06/2023	09/11/2023	09/11/2023		09/15/2023	71.58
11770 - Ron Powell	09-06-23 B	MLK Event Expense	Paid by Check # 103184		09/06/2023	09/11/2023	09/11/2023		09/15/2023	44.95
11770 - Ron Powell	09-06-23 C	MLK Event Expense	Paid by Check # 103184		09/06/2023	09/11/2023	09/11/2023		09/15/2023	44.47
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals							Invoice Transactions 8			\$2,371.66
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 12			\$6,798.89
Division 100 - Admin Totals							Invoice Transactions 12			\$6,798.89
Department 510 - Recreation & Culture Totals							Invoice Transactions 12			\$6,798.89
Fund 100 - General Fund Totals							Invoice Transactions 56			\$499,952.17



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN4840048	Enterprise Fleet Maintenance		Paid by EFT # 3715	09/06/2023	09/08/2023	09/08/2023		09/15/2023	21,319.73
Account 6600.450 - Other Charges Leases & Rents Totals							Invoice Transactions	1		\$21,319.73
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$21,319.73
Division 000 - Non-Div Totals							Invoice Transactions	1		\$21,319.73
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$21,319.73
Fund 110 - Vehicle and Equipment Totals							Invoice Transactions	1		\$21,319.73



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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	Aug 2023 483-6	PG&E - 3982644483-6	Paid by Check # 103176		08/21/2023	09/06/2023	09/06/2023		09/15/2023	28,838.17
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions		1	\$28,838.17
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethenol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	205.71
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$205.71
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$29,043.88
Division 000 - Non-Div Totals							Invoice Transactions		2	\$29,043.88
Department 000 - Non-Dept Totals							Invoice Transactions		2	\$29,043.88
Fund 220 - Gas Tax Totals							Invoice Transactions		2	\$29,043.88



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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										
11489 - Wallace Group, Inc.	60228	Program Management	Paid by Check # 103180		08/29/2023	09/01/2023	09/01/2023		09/15/2023	1,800.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$1,800.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$1,800.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$1,800.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$1,800.00</u>
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		<u>\$1,800.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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										
11489 - Wallace Group, Inc.	60228	Program Management	Paid by Check # 103180		08/29/2023	09/01/2023	09/01/2023		09/15/2023	4,320.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$4,320.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$4,320.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$4,320.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$4,320.00
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	1		\$4,320.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6700.105 - Capital Outlay Construction										
11844 - ATI Restoration, LLC ATI Restoration, LLC	F4Y8303939- 002	Smoke Cleaning at 3200 Imjin Rd	Paid by Check # 103156		06/16/2023	09/06/2023	09/06/2023		09/15/2023	254,287.18
Account 6700.105 - Capital Outlay Construction Totals							Invoice Transactions	1		<u>\$254,287.18</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$254,287.18</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$254,287.18</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$254,287.18</u>
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	1		<u>\$254,287.18</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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										
11489 - Wallace Group, Inc.	60228	Program Management	Paid by Check # 103180		08/29/2023	09/01/2023	09/01/2023		09/15/2023	8,275.06
10515 - Rincon Consultants, Inc.	50631	Marina Housing Element Update	Paid by EFT # 3718		09/08/2023	09/11/2023	09/11/2023		09/15/2023	2,585.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		<u>\$10,860.06</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$10,860.06</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$10,860.06</u>
Department 000 - Non-Dept Totals							Invoice Transactions	2		<u>\$10,860.06</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	2		<u>\$10,860.06</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11704 - Wellington & Rathie - Robert R Wellington Jr.	26344	Marina Municipal Airport Matters - January 2023	Paid by Check # 103181		08/22/2023	08/25/2023	09/02/2023		09/15/2023	1,206.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 1	\$1,206.00
Account 6360.440 - Maint & Repairs Landscape General										
10728 - Ace Hardware-Public Works	086295	Airport	Paid by Check # 103154		09/06/2023	09/06/2023	09/06/2023		09/15/2023	70.98
10728 - Ace Hardware-Public Works	086297	Airport	Paid by Check # 103154		09/06/2023	09/06/2023	09/06/2023		09/15/2023	43.67
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 2	\$114.65
Account 6360.566 - Maint & Repairs Other Equipment										
11767 - Chase MasterCard - Matthew Nelson - AIR	8-31-2023	Mastercard Nelson, M	Paid by Check # 103158		09/05/2023	09/05/2023	08/31/2023		09/15/2023	424.20
Account 6360.566 - Maint & Repairs Other Equipment Totals									Invoice Transactions 1	\$424.20
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	August 56-044	781 Neeson Rd (000056 044)	Paid by Check # 103168		08/31/2023	09/18/2023	09/13/2023		09/15/2023	161.34
10349 - Marina Coast Water District	August 56-051	721 Neeson Rd (000056 051)	Paid by Check # 103168		08/31/2023	09/18/2023	09/13/2023		09/15/2023	262.74
10349 - Marina Coast Water District	August 56-096	3271 Imjin Rd (000056 096)	Paid by Check # 103168		08/31/2023	09/18/2023	09/13/2023		09/15/2023	111.81
10349 - Marina Coast Water District	August 56-097	3200 Imjin Rd (000056 097)	Paid by Check # 103168		08/31/2023	09/18/2023	09/13/2023		09/15/2023	542.58
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 4	\$1,078.47
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	23596B-IN	Regular Ethenol	Paid by Check # 103172		08/30/2023	09/06/2023	09/06/2023		09/15/2023	205.71
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$205.71
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL										
10227 - Epic Aviation	7737606	AVGAS 100LL	Paid by Check # 103162		09/11/2023	09/12/2023	09/12/2023		09/15/2023	42,931.51
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL Totals									Invoice Transactions 1	\$42,931.51
Account 6400.565 - Material & Suppl Office Supplies										
11767 - Chase MasterCard - Matthew Nelson - AIR	8-31-2023	Mastercard Nelson, M	Paid by Check # 103158		09/05/2023	09/05/2023	08/31/2023		09/15/2023	416.65
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$416.65
Account 6400.740 - Material & Suppl Special Dept Suppl										
11767 - Chase MasterCard - Matthew Nelson - AIR	8-31-2023	Mastercard Nelson, M	Paid by Check # 103158		09/05/2023	09/05/2023	08/31/2023		09/15/2023	100.86
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$100.86



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/23 - 09/15/23

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 6500.700 - Training & Travel Training & Travel										
11767 - Chase MasterCard - Matthew Nelson - AIR	8-31-2023	Mastercard Nelson, M	Paid by Check # 103158		09/05/2023	09/05/2023	08/31/2023		09/15/2023	332.57
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions 1		\$332.57	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 13		\$46,810.62	
Division 000 - Non-Div Totals							Invoice Transactions 13		\$46,810.62	
Department 000 - Non-Dept Totals							Invoice Transactions 13		\$46,810.62	
Fund 555 - Marina Airport Totals							Invoice Transactions 13		\$46,810.62	
Grand Totals							Invoice Transactions 77		\$868,393.64	



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
September 19, 2023

MINUTES

Wednesday, September 6, 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.

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION: None
4. CLOSED SESSION:
 - a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)) 5 cases:

- (1) *City of Marina, et al. vs. California Coastal Commission*, Monterey County Superior Court Case No. 22CV004063.
- (2) *City of Marina, et al. vs. Nemeth, Karla, et al.*, Monterey County Superior Court Case No. 19CV005270.
- (3) *City of Marina, et al. v. RMC Lonestar, et al.*, Monterey County Superior Court Case No. 20CV001387.
- (4) *California-American Water Company v. All Persons Interested in the Validity of the City of Marina et al.*, Monterey County Superior Court Case No. 20CV002436.
- (5) *City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan*, Monterey County Superior Court Case No. 21CV000493.

b. Conference with Labor Negotiators (\$54957.6)

Employee organizations:

- i. Marina Employee Association-UWUA
- ii. Marina Professional Fire Fighters Association
- iii. Marina Public Safety Management Employees Association
- iv. Marina Public Safety Managers Association
- v. Marina Middle Manager Association
- vi. Directors
 - i. Assistant City Manager
 - ii. Community Development Director
 - iii. Finance Director
 - iv. Fire Chief
 - v. Police Chief
 - vi. Public Works Director
 - vii. Recreation & Cultural Services Director

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

- c. Conference with Legal Counsel, Anticipated litigation, Significant exposure to litigation pursuant to § 54956.9(d)(2): One case
- d. Property: Los Animas Concrete, 499 9th Street, Marina, CA
Negotiating Party: Paul J. Bruno
Negotiator(s): City Manager
Terms: Price and Terms

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

Heidi Quinn, Interim City Attorney reported out Closed Session: Council met in closed session on 4 separate items. As to the first item for A I recuse myself due to a conflict of interest, but I did participate in the closed session on items for B, conference with labor negotiators, C, one matter of anticipated litigation and lastly real property negotiations with Los Angeles concrete as to all 3 direction was provided to staff but there was no reportable action.

Mayor Delgado reported out on Closed Session Item 4a: Council received information from our legal consultants and we took no reportable action.

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

6. SPECIAL PRESENTATIONS:

- a. Jacob's Heart Proclamation
- b. Tsunami-Ready and Storm-Ready Community Presentation
- c. Below Market Rate Homes Program Kickoff

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Mayor Delgado – Announced on September 9, 2023, the Dr. Martin Luther King Jr. Sculpture Garden Dedication and Unveiling Ceremony at the Marina Library from 11:00am-2:00pm.
- Mayor Pro Tem Medina Dirksen – Announced on September 9, 2023 the Compass Church “Touch a Truck event from 9 to noon at their Marina campus; and on September 23, 2023, the Monterey Off-Road Cycling association is teaming up with REI and the Community Bike Collective and Recreation staff will be hosting a movie at Glorya Jean Tate Park – Pump Track from 5:30pm-9:00pm the movie will be Esperanto Spoken Worldwide.
- City Manager Long – informed the Council that the current finance director Juan Lopez is leaving the city this Friday and introduced the new finance director, Laura Pruneda.
- Finance Director, Laura Pruneda, introduced herself to the Council and public.

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.*

- Sherise – Representing the African American Tobacco Control Leadership Council and her to support the passage of agenda items 10l(1) and 10l(2).
- Chandler Roland – Commented on the MST Surf Project Passenger Ridership figures mentioned in the MST 2022 Annual Report. Does not support this project
- Pam Mahoney – Agrees with previous speaker on the MST Surf Project, had ridden bus line 20 a half-dozen times in last 6-months and there is was no more than 2 riders each time. Does not support the project.
- Denise Turley – Commented on the BMR Program and asked if someone would be eligible if they already own another home.
- Mike Moeller – Marina Chamber of Commerce hosting a workshop presented by the Monterey County Business Council's Build Back Better team on September 7, 2023, from 3:00-4:00pm at Martinez Hall. Announce recent change in Marina Chamber of Commerce board of directors. Announced on September 23, 2023, Marina Tree and Garden Club will begin work on its newest per-pond transformation.

- Grace Silva-Santella – Commented on the MLK Event taking place on September 9, 2023. Announced Friends of the Marina Library Dad’s Read also on September 9, 2023 at 10:00 am and at 2:30 pm the Friends of the Marina Library will be showing a 2014 film Selma, which celebrates the work of Martin Luther King Jr. and others.
- Jeff Markham – Thanked Planning Department for the pedestrian Marina Heights pedestrian crossing. Commented on the structure fire on Liberty Court. Asked if the Marina Fire Department can do some community outreach to seniors about fire safety and smoke detectors and such.
- Sophiyah Murphy – MHS Student concerned about public safety transit, mostly walking for kids going to school or stores. Sent an email to Marina specifically talking about the lack of sidewalks, specifically near 7-11 and asked if Marina was going to do anything about it.
- Mia Nyugen – Commented on MST Surf Project and note she is still waiting for answers to her questions to the staff who presented the Surf Project in June. Questioned the ridership numbers prepared.

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 102955-103112, totaling \$1,115,222.79.

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

(1) August 15, 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. 2023-88**, approving acceptance of \$56,986.00 from State of California, Department of Alcoholic Beverage Control, ABC-APP Grant Program; and authorize the expenditure of said \$56,986.00 received from State of California, Department of Alcoholic Beverage Control.

- (2) Adopting **Resolution No. 2023-89**, authorizing the acceptance of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant number EMW-2022-FF-01257 for \$385,000 to recruit and retain additional Reserve Firefighters.
- (3) Adopting **Resolution No. 2023-90**, supporting SB800 (Caballero) Advanced Air Mobility and Aviation Electrification Committee.
- 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 adopt **Ordinance No. 2023-09**, amending Title 5 of the Marina City Code by adding Chapter 5.90, "Tobacco retailer license".
 - (2) Read by Title Only and adopt **Ordinance 2023-10**, amending Title 8, Health and Safety, of the Marina Municipal Code by adding Chapter 8.09, "Smoke Free Public Place," to regulate smoking and tobacco use
- m. APPROVE APPOINTMENTS: None

Mayor Pro Tem Medina Dirksen had brief question for items 10f(1), 10f(2) and comment on 10f(3).

BIALA/DELGADO: TO APPROVE THE CONSENT AGENDA. 5-0-0-0 Motion Passes

- 11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
- 12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
- 13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting **Resolution No. 2023-91**, **Resolution No. 2023-05 (S/A MRA)**, **Resolution No. 2023-03 (NPC)**, **Resolution No. 2023-03 (PPSC-NPC)** and **Resolution No. 2023-01 (MAC)** adopting Fiscal Year 2023-24 and 2024-24 Budgets, establishing procedures for amending budget, and authorizing the Finance Director to make necessary accounting and budgetary entries.

Public Comments:

- Glenn Woodson – Thanked the city for putting together budget. Commented about submitting emails on the proposed budget and not getting a return response. Commented on the No Left or U-Turn sign at Third Ave and Imjin; on the tennis courts at Los Arboles repaving project; and the intersection of California and Reindollar Ave.
- Doug Yount – Thanked staff for preparing a comprehensive budget. Thanked Council for recognizing some key priorities that come from the budget, both from operating and in the Capital improvement program. Suggested amending some areas such as the Dunes Park, Imjin Parkway and Second Ave, Groundwater litigation, Del Monte extension. Asked what was estimated in the budget for the Phase 3 land sales of the Dune?
- Grace Silva-Santella – Commented on Del Monte and Reservation Road being on the budget. Asked when doing the \$240,000 study/design portion that you consider having an onsite meeting at Bill Ring circle for resident input. Commented on DiMaggio Park flooring replacement project, Windy Hill Park restrooms and suggested moving the port-a-potties over to Los Arboles. Spoke on the Del Monte Median Strip project and possible use of funds from the Sierra Club monies for the Library Irrigation.
- Denise Turley – Asked if the city could have something placed in the newsletter that goes out to Preston and Abrams residents on the Imjin Parkway Roundabouts widening roundabout project. Asked if tonight's presentation is available.

DELGADO/BIALA: THAT WE ADOPT THE RESOLUTION BEFORE US FOR THE FISCAL YEAR 2023-2024 AND FISCAL YEAR, 2024-2025 BUDGET. AS SHOWN IN EXHIBIT A.; AND THAT WE REAFFIRM OUR POLICIES ON THE VEHICLE REPLACEMENT FUND, THE PENSION STABILIZATION FUND, AND OTHER TRANSFERS AS REFLECTED IN THE BUDGET DOCUMENT; AND

- 1. THAT WE AUTHORIZE STAFF TO MODIFY OUR GENERAL FUND EMERGENCY RESERVE POLICY TO GO DOWN TO 18% FROM 20% IF NECESSARY.**
- 2. WE REAFFIRM OUR PROCEDURES FOR BUDGET ADJUSTMENTS, REALIGNMENTS AND AMENDMENTS WITH SOME EMPHASIS THAT WE WOULD LIKE TO SEE THE UNFUNDED STAFF POSITIONS FUNDED, SUCH AS THE HOUSING/GRANTS LEASE POSITION, THE MAINTENANCE WORKERS, THE FIRE DEPARTMENT SAFER POSITIONS; AND THAT WE FURTHER ASK THAT THE ACTING SUPERINTENDENT BE HIRED AS SOON AS POSSIBLE.**
- 3. THAT A WHITE PAPER BE FUNDED FOR OUR HOMELESSNESS ISSUES.**
- 4. THAT WE CREATE THAT DEI TASK FORCE WITH COUNCILMEMBER BIALA AS THE LEAD.**
- 5. THAT WE PRIORITIZE THE DELMONTE MEDIAN PROJECT, THE LOS ANGELES DECK. PROJECT.**
- 6. AND WE ASKED STAFF TO COME BACK WITH THE QUARTERLY UPDATES OF OUR PROJECT PRIORITY IMPLEMENTATIONS; AND**
- 7. THAT WE PRIORITIZE THE MONEY, THE \$500,000 GOING TO CDAC HILL INSTEAD OF GOING TO THE CYPRESS KNOLLS HOMES.**

5-0-0-0 Motion Passes

- b. Discussion regarding public engagement, community outreach and messaging materials for a potential ballot measure issuing a bond for the construction of Police/Fire/Community Center and City Facilities. ***Continued to Adjourned meeting of September 12, 2023***
- c. Discussion regarding Project Room Key operations at the Country Inn. ***Continued to Adjourned meeting of September 12, 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 11:25 P.M. to Tuesday, September 12, 2023, at 7:00 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **10b(2)**
City Council Meeting of
September 19, 2023

MINUTES

Tuesday, September 12, 2023

7:00 P.M. Open Session

**ADJOURNED 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.

1. **CALL TO ORDER**
2. **ROLL CALL & ESTABLISHMENT OF QUORUM:** (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen (Arrived 7:30pm), Mayor/Chair Bruce C. Delgado

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).

- b. Discussion regarding public engagement, community outreach and messaging materials for a potential ballot measure issuing a bond for the construction of Police/Fire/Community Center and City Facilities.

Public Comments:

- Tommy Bolea – Does not support bonds measures, suggested the city purchase the strip of land at 3056 Del Monte Blvd. to accommodate city offices and fire department and the police department can retain current location.
- Jeff Markham – Asked if the additional time to do public outreach will get the city to the 67% to pass a bond measure?

The council discussed potential/identifiable locations for police and fire department listed in the General Plan, timetables, pro and cons for informational mailers. Next steps: bring back updated message, development of all social media informational materials, preparation of two surveys (preliminary and final).

- c. Discussion regarding Project Room Key operations at the Country Inn.

Public Comments:

- Tommy Bolea – Commented that homelessness is in every city in America. Stated that all the barracks left behind by the Army could have been converted into homeless shelters or housing units.
- Jeff Markham – Commented on how this impacts the hospitality center. Shocked, the city council or staff didn't know this program was taking place in the city and asked if the city could adopt an ordinance/policy dictating procedures to present this type of program in the city.
- Lauren Suwansupa – Works for County and performs homeless service in the homeless service sector. Commented on the Coalition of Homeless Services Providers adopted a 5-year plan, which has been adopted by various cities and frustrated Marina has not adopted its own plan.

The council discussed the loss of TOT, the impacts on the police and fire department for response calls to Country Inn, and what they would like to see in the whitepaper policy on homelessness.

14. **COUNCIL & STAFF INFORMATIONAL REPORTS:**

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

Mayor Delgado – Mayor's Association met last Friday in Greenfield but was not able to attend.

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

Mayor Pro Tem Medina Dirksen – Announced that the Visitors Bureau, has change its name to “See Monterey” unveiled its new campaign called Find Your Path Here.

City Manager Long – Announced that staff will send out an email to Council, looking for dates in November to conduct interviews for City Attorney.

15. ADJOURNMENT: The meeting adjourned at 9:45 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

September 11, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
of September 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING ADVERTISING AND CALL FOR BIDS FOR THE CITY OF
MARINA GENERAL BUILDING IMPROVEMENTS ON-CALL
CONTRACT 2023**

REQUEST:

It is recommended that the City Council consider adopting Resolution No. 2023-, for the following action:

1. Approving advertising and call for bids for the City of Marina General Building Improvements On-Call Contract 2023.

BACKGROUND:

This General Building On-Call contract is similar to a job order contract, which will augment the City staff, and provide a readily available work force to repair existing City's vertical infrastructures, conduct emergency repairs and new construction, as the City deems appropriate, for building and other related work. In general, the work consists of, but is not limited to repair, replacement and construction of any structure, shelter, enclosure and miscellaneous associated work at such times and locations as required.

The Bid Schedule includes a Base Bid Schedule 1 to establish hourly rates for various construction trades, Base Bid Schedule 2 to establish the construction percentage mark up for general construction, sub-contractor, materials, equipment, and contractor's fee. The Grand Total Bid is the sum of the base bid schedule 1 and base bid schedule 2, and it will be used as the basis for determining the lowest responsive bid. The bid schedule is used to capture the unit prices and percentages that will be used for estimating and issuance of work orders.

On June 2, 2021, the City Council of Marina adopted Resolution No. 2021-57 to award the City of Marina General Building Improvements on Call Contract 2021. The City of Marina General Building Improvements on Call Contract 2021 was successfully used for maintenance repair, construction of several CIP projects and urgent repairs on City buildings and related infrastructure.

ANALYSIS:

The existing City of Marina General Building Improvements On-Call Contract has expired. Approval of this request will enable the solicitation for the new City of Marina General Building Improvements On-Call Contract 2023.

Having the on-call contract will help the City quickly respond to construction, deliver urgent projects on time, and possibly save costs.

No minimum annual dollar value of work is guaranteed by the City. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects will be sent for bid proposal throughout the term of the contract which may include this type of work.

FISCAL IMPACT:

This action to advertise and to call for bids does not have fiscal impact.

The construction contract with a successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed two (2) years.

The amount of work to be requested during the one year or optional additional twelve-month contract period cannot be well defined at the outset. Work shall be issued through Work Orders.

Work orders issued under this contract will be funded by the respective approved Capital Improvement Project funding.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The action of approving advertising and call for bids for the City of Marina General Building Improvements On Call Contract 2023 is not a project under CEQA.

Each project that will be issued under the City of Marina General Building Improvements On-Call Contract 2023 will require a CEQA determination and shall comply accordingly.

CONCLUSION:

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

Respectfully submitted,

Elvie Morla-Camacho, P.E., QSD
Project Management Services
Wallace Group

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
ADVERTISING AND CALL FOR BIDS FOR THE CITY OF MARINA GENERAL
BUILDING IMPROVEMENTS ON-CALL CONTRACT 2023

WHEREAS, the General Building On-Call Contract is similar to a job order contract, which will augment the City staff, and provide a readily available work force to repair existing City's vertical infrastructures, conduct emergency repairs and new construction, as the City deems appropriate, for building and other related work, and;

WHEREAS, The Bid Schedule includes a Base Bid Schedule 1 to establish hourly rates for various construction trades, Base Bid Schedule 2 to establish the construction percentage mark up for general construction, sub-contractor, materials, equipment, and contractor's fee. The Grand Total Bid is the sum of the base bid schedule 1 and base bid schedule 2, and it will be used as the basis for determining the lowest responsive bid, and;

WHEREAS, the bid schedule is used to capture the unit prices and percentages that will be used for estimating and issuance of work orders, and;

WHEREAS, on June 2, 2021, the City Council of Marina adopted Resolution No, 2021-57 to award the City of Marina General Building Improvements on Call Contract 2021. The City of Marina General Building Improvements on Call Contract 2021 was successfully used for maintenance repair, construction of several CIP projects and urgent repairs on City buildings and related infrastructure, and;

WHEREAS, the contract with a successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed two (2) years. The amount of work to be requested during the one year or optional additional year twelve-month contract period cannot be well defined at the outset. Work shall be issued through Work Orders, and;

WEREAS, Work Orders issued under this contract will be funded by the respective approved Capital Improvement Project funding or maintenance account, and;

WHEREAS, the action of approving advertising and call for bids for the City of Marina General Building Improvements On Call Contract 2023 is not a project under CEQA, and;

WHEREAS, each project that will be issued under the City of Marina Municipal Improvements On-Call Contract 2023 will require a CEQA determination and shall comply accordingly, and;

WHEREAS, the City of Marina Municipal Improvements On-Call Contract 2023 is ready for bid advertisement, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina to adopt Resolution No. 2023- for the following action:

1. Approve advertising and call for bids for the City of Marina Municipal Improvements On-Call Contract 2023.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 19th day of September 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. or, Mayor

Anita Sharp, Deputy City Clerk

September 12, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023,
AUTHORIZING THE PURCHASE OF FOUR MOTOROLA MOBILE
RADIOS AND NECESSARY ACCESSORIES, UTILIZING A
SOURCEWELL COOPERATIVE PURCHASING AGREEMENT**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, authorizing the purchase of 4 Motorola Mobile Radios and necessary accessories, and;
2. Authorize the Finance Director to make any necessary accounting and budgetary entries.

BACKGROUND:

In 2018 the City transitioned to Motorola Mobile and Portable Radios. These radios are needed to meet the increasing demands of Emergency Services. Our current radio system is a digital trunked system that utilizes spectrum across multiple bands to provide secure, reliable, interoperable communications for users of the system along with an analog bridge.

ANALYSIS

Radios are the primary means of communication for firefighters out in the field. Public safety and the safety of firefighters are dependent upon reliable communications. In developing the vehicle replacement budget for the Fire Department, 4 Motorola Mobile Radios and accessories were included.

FISCAL IMPACT:

The Mobile Radios are a budgeted item accounted for in the 2023/2024 CIP vehicle budget. The cost of the 4 Mobile Radios and accessories is \$45,100.00.

Sourcewell has been used for the bidding process. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

Laura Pruneda
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE MARINA CITY COUNCIL TO ADOPT
RESOLUTION NO. 2023- , AUTHORIZING THE PURCHASE OF
MOTOROLA MOBILE RADIOS, ALONG WITH THE REQUIRED
ACCESSORIES THROUGH THE SOURCEWELL COOPERATIVE
PURCHASING PROGRAM.

WHEREAS, the Fire Department has a critical need for communications equipment; and,

WHEREAS, the mobile radios is a budgeted item and funding is included in the 2023/24 CIP Budget; and,

WHEREAS, Sourcewell was established with the statutory purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually and to comply with purchasing and bidding requirement; and,

WHEREAS, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21.; and,

WHEREAS, staff has verified that the proposed agreement with Motorola has properly utilized the Sourcewell bidding process; and,

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

1. Authorize the purchase of the Motorola mobile radios at a cost not to exceed \$45,100, through Sourcewell, a cooperative purchasing program; and,
2. Authorize the Finance Director to make any necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of September 2023 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-
AUTHORIZING THE CITY MANAGER TO PURCHASE POLLUTION AND
LEGAL LIABILITY INSURANCE COVERAGE FOR THE REMAINING
FORMER FORT ORD PROPERTY AT A COVERAGE LEVEL OF \$ 1 MILLION
DOLLARS.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023- authorizing the City Manager to purchase pollution and legal liability (PLL) insurance coverage level of \$ 1 million dollars.
2. Authorize the City Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

Following the closure of the former Fort Ord Army military base in 1994, the Army began the process of cleanup and remediation of certain portions of its properties due to environmental contamination and munitions and explosives of concern. The Army was responsible for the remediation and cleanup of its properties prior to transferring them to the underlying land use jurisdictions and continues to be responsible for cleanup of munitions or explosives if they are found in the future after the properties are transferred.

Even though these properties have been remediated and cleaned up, there remains a potential risk that is not covered by typical city insurance policies. To protect against these risks, the Fort Ord Reuse Authority purchased Pollution and Legal Liability Insurance (PLL Insurance) to protect against the insurable risks of holding or accepting potentially contaminated property, including property believed to have been fully remediated at the time of acquisition but later discovered to remain impacted by environmental contamination. Initially, FORA purchased \$100 million of PLL insurance for ten years which expired in 2014. A \$50 million PLL insurance policy was purchased again in 2014 by both FORA and the various land use jurisdictions. The City of Marina purchased a \$1 million dollar policy at that time. This policy will expire in December 2024.

In the 20 years that FORA has had PLL Insurance, no claims have ever been filed.

ANALYSIS

Staff is recommending that the City purchase coverage once again, at a \$1 million policy coverage for PLL insurance. This insurance will cover incidents that are not typically covered under general liability policies for clean-up costs, personal injury, property damage and defense costs from munitions or explosives of concern. Even though the Army continues to be responsible for the clean and remediation if explosives or munitions are found, Marina could potentially have some risk. The PLL insurance policy will cover the risk.

The cost of \$1 million insurance for 10 years of coverage will be around \$50,000 or approximately, \$5,000 per year. The insurance has a self-insured retention (SIR) of \$500,000. The policy will be effective from January 2025 to January 2035. The policy does not cover removal or contamination due to asbestos or lead.

The City of Seaside, which is serving as the Environmental Services Cooperative Agreement agent since the termination of FORA, has coordinated the purchase of the new PLL insurance policy.

The attached map (**"EXHIBIT A"**) shows the properties in Marina that will be covered by the PLL insurance policy.

FISCAL IMPACT:

The cost of this policy is estimated at \$50,000 per million dollars of coverage and would come from unallocated fund balance.

CONCLUSION:

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

Respectfully submitted,

Belinda Varela
Director Human Resources & Risk Management
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING THE CITY MANAGER TO PURCHASE POLLUTION AND LEGAL
LIABILITY INSURANCE COVERAGE FOR THE REMAINING FORMER FORT
ORD AREA AT A COVERAGE LEVEL OF \$1 MILLION DOLLARS

WHEREAS, Previously the City of Marina has purchase Pollution Legal and Liability insurance coverage through FORA, and,

WHEREAS, this coverage expires December 2024, and,

WHEREAS, Pollution Legal and Liability insurance coverage is bound for a coverage period of ten years at a cost of \$50,000 for each million dollars of coverage, and,

WHEREAS, the City of Marina has determined that it will be beneficial to purchase this insurance coverage,

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

1. Authorizing the City Manager to purchase Pollution and Legal Liability coverage level of \$1 Million dollars.
2. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of September 2023 by the following vote:

AYES, COUNCIL MEMBERS
NOES, COUNCIL MEMBERS
ABSENT, COUNCIL MEMBERS
ABSTAIN, COUNCIL MEMBER

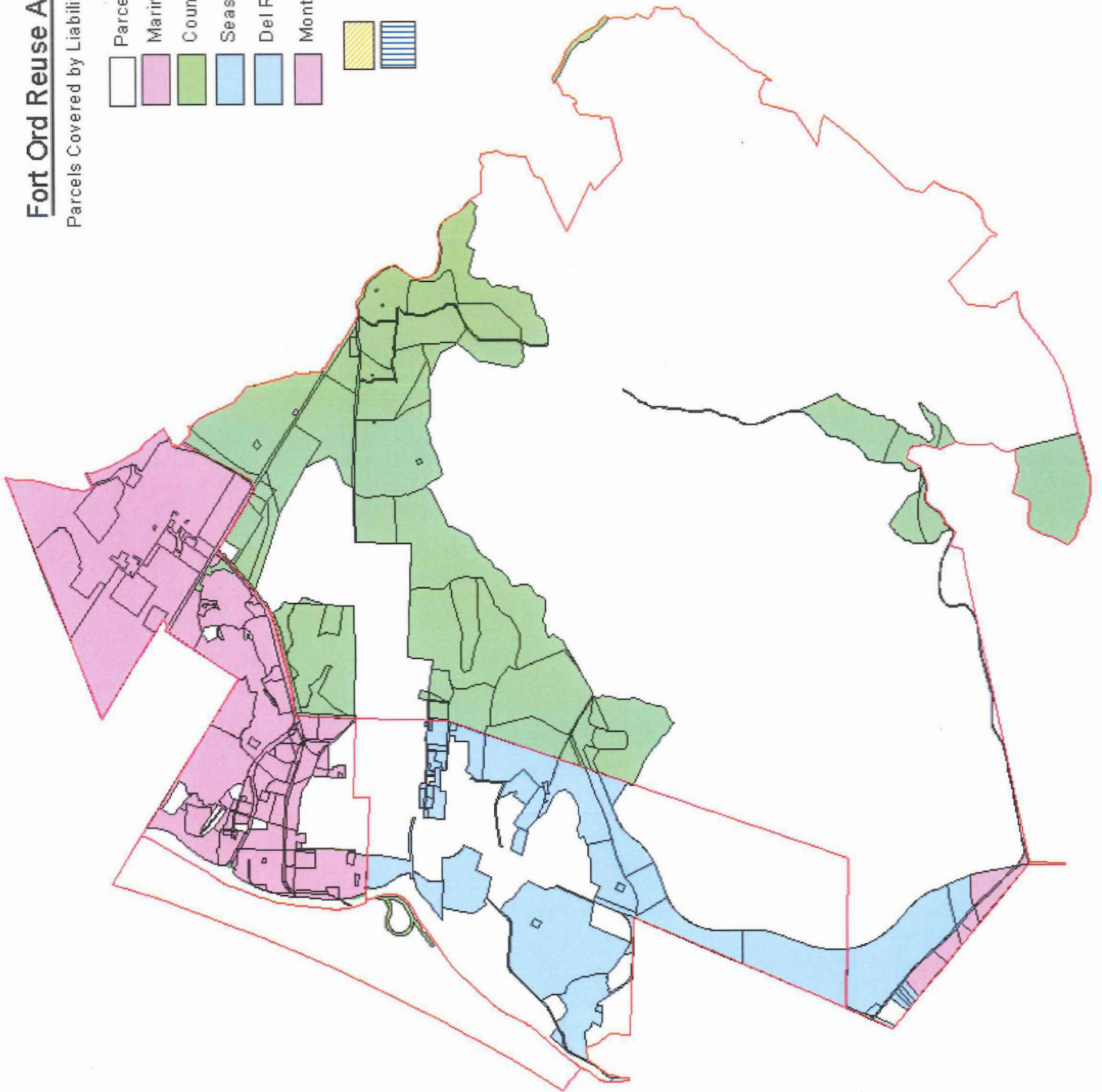
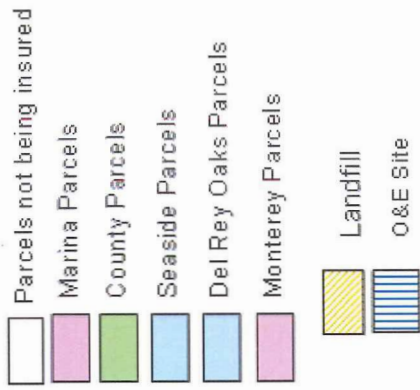
Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Fort Ord Reuse Authority

Parcels Covered by Liability Coverage



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

City Council Meeting
of September 19, 2023

**APPROVAL TO ALLOCATE FUNDING FOR EMERGENCY REPAIRS TO THE
FIRE SPRINKLER SYSTEM AT 721 NEESON ROAD, BUILDING 533; AND
AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING
AND BUDGETARY ENTRIES**

REQUEST:

It is requested that the City Council Commission consider:

1. Adopting Resolution No. 2023- , approving the allocation of \$55,655.14 for emergency fire sprinkler system repairs at 721 Neeson Road, Building 533; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

721 Neeson Road, Building 533 is a steel framed structure with corrugated metal siding; large central hangar bay (approximately 137 feet wide, 150 feet long) with sliding doors at each end (facing northwest and southeast); door clearance height of 35-40 feet; and two-story storage or office and restroom space along both sides of the hangar bay. The interior space consists of approximately 20,500 square feet of the hangar bay floor.

Building 533 was constructed by the Army in 1961. The fire system is original and has been in operation since that time. The system has run its useful life. Unfortunately, repair of this 60-year-old system is no longer possible and a retrofit is necessary.

The lease established with the tenant indicates that the maintenance of the fire suppression system is the responsibility of the City.

ANALYSIS:

The existing fire suppression system cannot be repaired today as the parts are not available. To ensure adequate fire protection that is code compliant, a complete retrofit of the fire suppression system is necessary.

In order to rectify the fire suppression system issues, staff has asked the City's approval of an on-call contractor to provide a quote to complete the fire system retrofit work. The quote received includes costs of \$55,655.14 to retrofit the entire system to make it compliant with today's fire code and to modify the entrance to the hangar facility in order to be compliant with today's fire code. Staff is including 10% contingency with the funding request, for a total allocation of \$55,655.14.

FISCAL IMPACT:

The cost to retrofit and modify the structure to meet fire code are \$55,655.14. Staff is requesting a total allocation of \$55,655.14 to allow for a 10% contingency. Funding for this project can be allocated unallocated funds in the Airport Capital Improvement Program.

CONCLUSION:

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

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager/Airport Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL ALLOCATING FUNDING FOR EMERGENCY REPAIRS TO THE FIRE SPRINKLER SYSTEM AT 721 NEESON ROAD, BUILDING 533; AND AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, 721 Neeson Road, Building 533 is a steel framed 2-story structure with offices on each wing and a large 20,500 square foot central hangar bay that was built by the Army in 1961; and,

WHEREAS, the fire suppression system was installed at the time the building was constructed and has been in operation since that time; and,

WHEREAS, the system has run its useful life and the pumps, valves, etc. cannot be guaranteed to work properly and repair of this 60-year-old system is no longer possible and a retrofit is necessary; and,

WHEREAS, the lease established with the tenant indicates that the maintenance of the fire suppression system is the responsibility of the City; and,

WHEREAS, staff has asked the City's approved on call contractor to provide a quote to complete the fire system retrofit work. The quote received included costs of \$55,655.14 to retrofit the entire system and upgrade the structure to make it compliant with today's fire code; and,

WHEREAS, a total allocation of \$55,655.14 including a 10% contingency is requested from the unallocated funds in the Airport Capital Improvement Program.

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

1. Adopting Resolution No. 2023- , approving the allocation of \$55,655.14 for emergency repairs to the fire sprinkler system at 721 Neeson Road, Building 533; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries.

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



DATE: SEPTEMBER 14, 2023

TO: MARINA CITY COUNCIL

FROM: RECREATION & CULTURAL SERVICES COMMISSION INTERVIEW
PANEL

SUBJECT: RECOMMENDATION FOR APPOINTMENTS

We, the undersigned members of the Recreation & Cultural Services Commission Interview Panel, hereby make the following recommendation to the City Council for consideration to fill one (2) seat based on interview conducted on Thursday, September 14, 2023

TWO APPOINTMENTS, TERM EXPIRING FEBRUARY 2026

1. Lisa Rike
2. Mia Nguyen



Bruce C. Delgado
Mayor

9/16/23

Date



Cristina Medina Dirksen
Mayor Pro Tem
Recreation & Cultural Services Commission Liaison

9/16/23

Date

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831-884-1278; FAX 831-384-9148
www.ci.marina.ca.us

Office Use Only

Received On: _____

Interview Date: 9/14/23

Registered Voter: Yes

☐ Approved ☐ Denied

Application Valid Thru _____

CANDIDATE FOR PUBLIC SERVICE APPOINTMENT

Committee/Commission Applying for: Recreation and Cultural Services

Section A - General Information

Name (last, first, middle): Rike, Lisa Marie

Home Address (address, city): [Redacted] Marina

Home Phone: (831) [Redacted] Business Phone: _____ Fax Number: _____

E-Mail: [Redacted]

Employer: _____ Address: _____

Section B - Residency

Length of Residency in the City of Marina: 13 (yrs.) Length of Residency in Monterey County 23 (yrs.)

Are you a registered voter in Marina? X yes _____ no

Section C - Questionnaire

How many hours can you devote to the Commission / Committee per month? _____ (hrs.)

**Please include years or period of membership or service below.
If additional space needed, please feel free to attach additional pages to application.*

1) Educational Background: B.A. Mathematics A.A. Engineering

2) Occupational Experience: US Army: Telecommunications

Manager of Underwater Camera Repair Co.

Math Tutor @ Monterey Peninsula College. Social Media Influencer

3) Professional or technical organization memberships: American Legion - Marina

Signal Corp Regimental Association

211 Hillcrest Avenue
Marina, California 93933
(831) 884-1278 (831) 384-9148 (fax)

4) Civic or Community experience, group memberships, or previous service appointments: _____

Scout Leadership positions - Boys + Girls (10+ years)
Member - Marina Senior Center member - Monterey off-road cycling

5) Experience and or knowledge pertaining to the area of interest: Assisted with getting Marina's Pump Track from an Idea through to final completion. Believe everyone has a need for recreation and a feeling of belonging in their community.

I hereby place my signature below which constitutes that the information on this form are true and correct.



Signature

August 15, 2023

Date

My Strengths are organization and management.
I'm also very comfortable with computers and social media.

211 Hillcrest Avenue
Marina, California 93933
(831) 884-1278 (831) 384-9148 (fax)



Verification of
Voter Registration

I, Lisa Rike, hereby declare that I am a registered voter in the City of Marina at the address indicated below and that the following information is true and correct:

(Please Print or type)

Name: Lisa Rike

Address: [REDACTED]

City: Marina, California 93933

Phone Number: cell (831) [REDACTED] (work)

Fax Number (if any):

Email Address: [REDACTED]

Dated this 15 August day of 2023.

Signature [REDACTED]

Monterey County Elections Department	
☒	Yes, registered voter of Marina
☐	No, not a registered voter of Marina
<u>[Signature]</u> Signature of MCED Verifying	

INTERVIEW EVALUATION FORM

RECREATION & CULTURAL SERVICES COMMISSION

APPLICANT

Name: Lisa Rike

Date: September 14, 2023

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST REC. & COMMUNITY SERVICES COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Knowledge in the field of recreation & community services (10 pts)	Understanding local municipal recreation programs and community services (10 pts)	Attendance or participation at past or current Recreation & Community Services Commission Meetings (10 pts)

SECTION B – QUESTIONS (10 points each)

- Why did you apply for this commission? sees skillset as a match/organized/very versed in recreation
- What do you see as the role of a Recreation & Community Services Commission member? strong sense of community, working w/ others
- What is your perception of the City's future and how can you facilitate it? Very active activities in Marine I want to give
- Do you have ideas for improvement to current recreation services offered or additional programs to add? pool, sports center take good care now
- Why are you the best choice for this position? organizer, social media, mgmt / center see younger people involved

Veteran skills to manage/lead/invested in Marine
 Comments: social media pro, organizational skills, a Veteran, long-time resident, very enthusiastic, MARCA, assisted w/ the Recreation track pump! planner (event)!!

Qualified: ☒ yes () no

Recommended for further consideration by City Council ☒ yes () no

Evaluated by:

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	<u>10</u>	<u>9</u>	<u>10</u>	<u>10</u>	<u>7</u>	<u>46</u>
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	<u>8</u>	<u>9</u>	<u>9</u>	<u>8</u>	<u>8</u>	<u>41</u>

Grand Total 87

INTERVIEW EVALUATION FORM

RECREATION & CULTURAL SERVICES COMMISSION

APPLICANT

Name: Lisa Rike

Date: September 14, 2023

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST REC. & COMMUNITY SERVICES COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Knowledge in the field of recreation & community services (10 pts)	Understanding local municipal recreation programs and community services (10 pts)	Attendance or participation at past or current Recreation & Community Services Commission Meetings (10 pts)

SECTION B – QUESTIONS (10 points each)

1. Why did you apply for this commission?	<i>Want to contribute to City Website needs improvement</i>
2. What do you see as the role of a Recreation & Community Services Commission member?	<i>Give back Don't know. Vague.</i>
3. What is your perception of the City's future and how can you facilitate it?	<i>A lot great things in Marra. Teens, kids</i>
4. Do you have ideas for improvement to current recreation services offered or additional programs to add?	<i>Improve website</i>
5. Why are you the best choice for this position?	<i>Good at social media</i>
Comments:	<i>Good at organizing officer in military w/ lot of leadership skills Built a career biz social media - PAR BD volunteer in cultural events</i>
Qualified: ☒ yes ☐ no	<i>interviewing people at park</i>
Recommended for further consideration by City Council ☒ yes ☐ no	<i>MPUSD meeting to advocate</i>
Evaluated by: <i>Bruce</i>	<i>MPUSD Board member City Council</i>

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	<i>7</i>	<i>8</i>	<i>8</i>	<i>8</i>	<i>7</i>	<i>38</i>
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	<i>7</i>	<i>6</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>34</i>

Grand Total *72*

- 3) cont ~~take~~ continue taking care of community. More young participants.
- 4) have idea of pool and sports center. Individual sports



Office Use Only

Received On: _____
Interview Date: 9/14/23
Registered Voter: Yes
☐ Approved ☐ Denied
Application Valid Thru _____

CANDIDATE FOR PUBLIC SERVICE APPOINTMENT

Committee/Commission Applying for: Recreation and Cultural Services Commission

Section A - General Information

Name (last, first, middle): Nguyen, Mia
Home Address (address, city): _____
Home Phone: _____ Business Phone: _____ Fax Number: _____
E-Mail: _____ com
Employer: _____ Address: _____

Section B - Residency

Length of Residency in the City of Marina: 2+ (yrs.) Length of Residency in Monterey County 2+ (yrs.)
Are you a registered voter in Marina? Yes yes _____ no

Section C - Questionnaire

How many hours can you devote to the Commission / Committee per month? 2 (hrs.)

**Please include years or period of membership or service below.
If additional space needed, please feel free to attach additional pages to application.*

- 1) Educational Background: BA Economics
- 2) Occupational Experience: Accounting 18+ yrs
- 3) Professional or technical organization memberships: ACOM

4) Civic or Community experience, group memberships, or previous service appointments: _____

ACOM , Dad's Read , Humane Society
Earth Day

5) Experience and or knowledge pertaining to the area of interest: _____

Art , Events Planning , organizational
skills

I hereby place my signature below which constitutes that the information on this form are true and correct.

Signature

Date

9/5/23



Verification of
Voter Registration

I, Mia Nguyen, hereby declare that I am a registered voter in the City of Marina at the address indicated below and that the following information is true and correct:

(Please Print or type)

Name: Mia Nguyen

Address: [REDACTED]

City: Marina Marina, California 93933

Phone Number: (home) [REDACTED] (work) _____

Fax Number (if any): _____

Email Address: [REDACTED]

Dated this day of Sept 5th, 20 23.

[REDACTED]
Signature

Monterey County Elections Department

☒ Yes, registered voter of Marina

☐ No, not a registered voter of Marina

[Signature]
Signature of MCED Verifying

INTERVIEW EVALUATION FORM

RECREATION & CULTURAL SERVICES COMMISSION

APPLICANT

Name: Mia Nguyen

Date: September 14, 2023

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST REC. & COMMUNITY SERVICES COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Knowledge in the field of recreation & community services (10 pts)	Understanding local municipal recreation programs and community services (10 pts)	Attendance or participation at past or current Recreation & Community Services Commission Meetings (10 pts)

SECTION B – QUESTIONS (10 points each)

(2 yrs) → fresh perspective volunteer does read

- Why did you apply for this commission? volunteer for city / multicultural / organizing ACDM.
- What do you see as the role of a Recreation & Community Services Commission member? past agenda? to connect people, income
- What is your perception of the City's future and how can you facilitate it? long well, community involvement, ages, background, levels
- Do you have ideas for improvement to current recreation services offered or additional programs to add? grow + include newer, culture city
- Why are you the best choice for this position? creative, outbox ideas. veterans, document stories, its inter, new

passion to help share knowledge

Comments: Very Prepared, loads of ideas, grass roots approach, engage newer residents via volunteer opportunities, Already volunteering (GPHAN), develop a "culture" — Inclusive + involved, monthly cultural newsletter / volunteer, Bridging communities... Very humble

Qualified: ☒ yes ☐ no

Recommended for further consideration by City Council ☐ yes ☐ no

Evaluated by:

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	8	10	10	9	8	43
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	8	10	10	10	9	48

Grand Total 91

INTERVIEW EVALUATION FORM

RECREATION & CULTURAL SERVICES COMMISSION

APPLICANT

Name: Mia Nguyen

Date: September 14, 2023

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST REC. & COMMUNITY SERVICES COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Knowledge in the field of recreation & community services (10 pts)	Understanding local municipal recreation programs and community services (10 pts)	Attendance or participation at past or current Recreation & Community Services Commission Meetings (10 pts)

SECTION B - QUESTIONS (10 points each)

- Why did you apply for this commission? *Interest to volunteer for City. 2 yrs new to City.*
- What do you see as the role of a Recreation & Community Services Commission member? *Connect people of all ages.*
- What is your perception of the City's future and how can you facilitate it? *City growing, part of GPAC.*
- Do you have ideas for improvement to current recreation services offered or additional programs to add? *Adopt a 9-year-old event.*
- Why are you the best choice for this position? *Very creative. Love art. Passionate about helping. Share kindness, strong org skills.*

Comments:

Qualified: ☒ yes () no

Recommended for further consideration by City Council ☒ yes () no

Evaluated by: *Bruce*

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	8	8	8	8	8	39
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	8	8	8	10	8	41

Grand Total 80

Asian. Lived in Germany. Culturally diverse viewpoints.
Earth Day ACom

- 2) backgrounds, cultures. Bringing all seniors, the youth, teens together.
 - 3) Marina doing great. caring diversity. Continue all the good things. City Culture of Marine
 - 4) connect teens w/ seniors. Fear Santa letter? welcome new marine
 - 4) citizens. Onboard new residents. Encourage volunteering.
- Veteran story oral history. ^{MTIS} Seniors interview seniors. Seniors & Seniors
Pen pals.

* Monthly cultural newsletter
City pays commiss. - pulls
it together

More than race
Is a community, volunteer

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 19, 2023

**RECOMMENDATION TO CONSIDER INTRODUCING ORDINANCE
NO. 2023-, AMENDING CHAPTER 12.25 OF TITLE 12 OF THE
MUNICIPAL CODE ENTITLED ‘SKATE PARK FACILITY RULES AND
REGULATIONS’**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider introducing Ordinance No. 2023-, adopting amendments to the ordinance for Marina Municipal Code Chapter 12.25 entitled "Skate Park Facility Rules and Regulations" to include rules and regulations for the Pump Track.

BACKGROUND:

The current ordinance, Municipal Code 12.25 “Skate Park Rules & Regulations”, established the rules and regulations governing the City of Marina Skate Park and was adopted at the regular meeting of City Council of November 3, 2015 as Ordinance 2015-xx.

The City of Marina opened a new Pump Track on May 18, 2023. Rules and regulations for this unsupervised facility need to be established. In consultation with the City Attorney, it was determined that updating the existing Skate Park Facility Rules and Regulations to include Pump Track Rules and Regulations was the best approach.

ANALYSIS:

Updating of the Ordinance establishing rules and regulations affecting behavior and usage of the Pump Track is essential to the continued smooth and orderly use of the facility as well as the safety of the community members who utilize the Track.

The proposed Ordinance will continue to provide a standard of conduct for both Skate Park and Pump Track users and give the Police Department and Recreation & Cultural Services staff the ability to continue to maintain order while continuing to cite violators as deemed necessary.

The following changes are proposed:

Sub-Section 12.25 is amended:

1. **12.25.010 Definitions** – to define for the City of Marina:
 - a. “Pump Track” to mean the surface that involves a circuit of rollers, banked turns, and features designed to be ridden completely by riders “pumping”-generating momentum by up and down body movement, instead of pedaling or pushing.
 - b. “Rider” to mean any individual using a bicycle, tricycle, unicycle, or strider.
 - c. “Skater” to mean any individual using a skateboard, scooter, roller blades/in-line skates and skates.
 - d. “Strider” to mean a bicycle without pedals that learners propel by pushing their feet against the ground.

- e. “Wheelchair” to mean a chair fitted with wheels for use as a means of transport for a person who is unable to walk as a result of illness, injury, or disability.
- 2. **12.25.020 Hours** – to add Pump Track to existing language.
- 3. **12.25.030 Vehicles prohibited** – to specify that the following vehicles are prohibited to use at the Pump Track: motorized bicycle/BMX bike, motorized unicycle, motorized tricycle, motorized skateboard, motorized scooter, motorized wheelchair or any other motorized device.
- 3. **12.25.040 Vehicles allowed** – to specify that the following vehicles are allowed to be used at the Pump Track: all vehicles classified as bicycles, unicycles, tricycles, strider bikes, skateboards, scooters, roller blades/in-line skates, skates, and wheelchairs that are propelled by human power.
- 4. **12.25.050 Administrative citations, fines, parent/guardian responsibility and administrative hearing Subsection B** – to add Pump Track to existing language.
- 5. **12.25.060 Skate park facility rules** –
 - a to change the section title from “Skate park facility rules” to “Skate park and pump track facility rules.
 - b. **12.25.060 Skate park facility rules Subsection 1-** to add Pump Track to existing language.
 - c. **12.25.060 Skate park facility rules Subsection 2-**to specify all skaters shall wear a helmet, knee pads, and elbow pads at all times when skating. And all riders shall wear a helmet at all times when riding and are strongly encouraged to wear gloves, knee pads and elbow pads.
 - d. **12.25.060 Skate park facility rules Subsection 3-** to add bicycles, unicycles, tricycles, wheelchairs, and striders to the list of equipment that must be in good working order and safe to operate.
 - e. **12.25.060 Skate park facility rules Subsection 5-** to add Pump Track to existing language.
 - f. **12.25.060 Skate park facility rules Subsection 6-**to change skate park facility or skate park’s closure to facility’s closure to include both the skate park and pump track.
 - g. **12.25.060 Skate park facility rules Subsection 9, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24-** to add Pump Track to existing language.
- 6. **12.25.70 Unsupervised venue-Assumption of risk** – to change title from Unsupervised skating venue to Unsupervised skating and riding venue. To add pump track to existing language.

To add assumption of risk language specific to the pump track and California Government Code 831.7.

Also provided is a version of the proposed changes, which shows the changes in italicized and underlined text. (EXHIBIT A)

The current Ordinance is provided. (“**EXHIBIT B**”):

The changes within the new version of the Ordinance by and large update the content, but don’t change the intent of the original Ordinance.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Andrea Willer, Ed.D.
Director of Recreation & Cultural Services
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING
CHAPTER 12.25 OF TITLE 12 OF THE MUNICIPAL CODE ENTITLED
“SKATE PARK FACILITY RULES AND REGULATIONS”

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

1. Sub-Section 12.25 is amended:

12.25.010 Definitions – to define for the City of Marina:

- a. “Pump Track” to mean the surface that involves a circuit of rollers, banked turns, and features designed to be ridden completely by riders “pumping”-generating momentum by up and down body movement, instead of pedaling or pushing.
- b. “Rider” to mean any individual using a bicycle, tricycle, unicycle, or strider.
- c. “Skater” to mean any individual using a skateboard, scooter, roller blades/in-line skates and skates.
- d. “Strider” to mean a bicycle without pedals that learners propel by pushing their feet against the ground.
- e. “Wheelchair” to mean a chair fitted with wheels for use as a means of transport for a person who is unable to walk as a result of illness, injury, or disability.

12.25.020 Hours – to add Pump Track to existing language.

12.25.030 Vehicles prohibited – to specify that the following vehicles are prohibited to use at the Pump Track: motorized bicycle/BMX bike, motorized unicycle, motorized tricycle, motorized skateboard, motorized scooter, motorized wheelchair or any other motorized device.

12.25.040 Vehicles allowed – to specify that the following vehicles are allowed to be used at the Pump Track: all vehicles classified as bicycles, unicycles, tricycles, strider bikes, skateboards, scooters, roller blades/in-line skates, skates, and wheelchairs that are propelled by human power.

2.25.050 Administrative citations, fines, parent/guardian responsibility and administrative hearing Subsection B – to add Pump Track to existing language.

12.25.060 Skate park facility rules –

a to change the section title from “Skate park facility rules” to “Skate park and pump track facility rules.

b. **12.25.060 Skate park facility rules Subsection 1-** to add Pump Track to existing language.

c. **12.25.060 Skate park facility rules Subsection 2-**to specify all skaters shall wear a helmet, knee pads, and elbow pads at all times when skating. And all riders shall wear a helmet at all times when riding and are strongly encouraged to wear gloves, knee pads and elbow pads.

d. **12.25.060 Skate park facility rules Subsection 3-** to add bicycles, unicycles, tricycles, wheelchairs, and striders to the list of equipment that must be in good working order and safe to operate.

e. **12.25.060 Skate park facility rules Subsection 5-** to add Pump Track to existing language.

f. **12.25.060 Skate park facility rules Subsection 6-**to change skate park facility or skate park's closure to facility's closure to include both the skate park and pump track.

g. **12.25.060 Skate park facility rules Subsection 9, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24-** to add Pump Track to existing language.

12.25.70 Unsupervised venue-Assumption of risk – to change title from Unsupervised skating venue to Unsupervised skating and riding venue. To add pump track to existing language.

To add assumption of risk language specific to the pump track and California Government Code 831.7.

2. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.
3. Posting of Ordinance. Within fifteen (15) calendar days of the adoption of this Ordinance, the City Clerk shall cause it to be posted in three (3) public places designated by Resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on duly held on the 19th day of September 2023, and was passed and adopted at a regular meeting duly held on the 3rd day of October 2023, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Chapter 12.25

SKATE PARK AND PUMP TRACK FACILITY RULES AND REGULATION*

Sections:

12.25.010	Definitions.
12.25.020	Hours.
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12.25.090	Permits.
12.25.100	Record of skate park <u>and pump track</u> injuries.
12.25.110	Inconsistency.
12.25.120	Severability.

* **Editor's Note:** Ord. No. [2008-01](#), § 1(Exh. A), adopted April 1, 2008, repealed the former ch. 12.25 and enacted a new chapter as set out herein. The former ch. 12.25, §§ 12.25.010—12.25.070, pertained to similar subject matter and derived from Ord. No. [2004-07](#), § 1 (part), 2004.

12.25.010 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Bicycle/BMX bike” means a vehicle with two wheels in tandem, propelled by pedals and having handlebars for steering and a saddle-like seat.

“Director” means the city’s director of recreation and cultural services or any of his or her designees.

"In-line skates/roller blades" means a form of skate with nonmetallic skate wheels mounted to the bottom of each boot or shoe, one in front of the other running down the center of the boot or shoe.

"Other wheeled recreational device" means scooters, in-line skates, and roller skates.

"Pump Track" means the surface that involves a circuit of rollers, banked turns, and features designed to be ridden completely by riders "pumping"-generating momentum by up and down body movement, instead of pedaling or pushing.

"Pump Track Facility" mean the pump track together with the adjacent public parking, picnic and seating areas.

"Pump Track User" means a user of any wheeled recreational device allowed by Section 12.25.40.

"Rider" means any individual using a bicycle, tricycle, unicycle, wheelchair, or strider.

"Roller skates" means a form of skate with four nonmetallic wheels affixed to the bottom of each boot or shoe with a wheel situated at the outer four corners of each boot or shoe.

"Scooter" means a vehicle that typically has one front and one rear wheel with a low footboard between, is steered by a handlebar, and is propelled by pushing one foot against the ground while resting the other on the footboard.

"Skater" means any individual using a skateboard, scooter, roller blades/in-line skates and skates.

"Skate park" and "park" mean the cement surface that is designed and used for skating and enclosed by a high fence. The park area includes the bowl.

"Skate park facility" and "facility" mean the skate park together with the adjacent public parking, picnic and seating areas. It includes all of the facilities from the Teen Center to the curb, including the park.

"Skate park user" means a user of any wheeled recreational device allowed by Section [12.25.040](#).

"Skateboard" means a wheeled device for riding upon with an oblong rigid material mounted on nonmetallic skate wheels and propelled by human power.

“Strider” means a bicycle without pedals that learners propel by pushing their feet against the ground.

“Tricycle” means a vehicle with three wheels in tandem, propelled by pedals and having handlebars for steering and a saddle-like seat.

“Wheelchair” means a chair fitted with wheels for use as a means of transport for a person who is unable to walk as a result of illness, injury, or disability.

“Unicycle” means a one-wheeled vehicle, usually pedal driven. (Ord. 2015-06 § 1, 2015)

12.25.020 Hours.

It is unlawful for any person to use or be present upon the skate park *or pump track* facility between one hour after sunset and nine a.m. (current local time); provided, however, that this section shall not apply to any person who has obtained the prior authorization or permit from the director. Signs shall be posted about the Skate Park *and Pump Track Facilities* indicating the hours of operation. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.030 Vehicles prohibited.

Skate Park: It is unlawful for any person to use any bicycle/BMX bike, tricycle, unicycle, *strider*, motorized bicycle/BMX bike, motorized unicycle, motorized tricycle, motorized skateboard, motorized scooter, wheelchair, motorized wheelchair or any vehicle not listed in Section [12.25.040](#) within the confines of the skate park. (Ord. 2015-06 § 2, 2015)

Pump Track: *It is unlawful for any person to use a motorized bicycle/BMX bike, motorized unicycle, motorized tricycle, motorized skateboard, motorized scooter, motorized wheelchair or any other motorized device.*

12.25.040 Vehicles allowed.

Skate Park: All vehicles classified as skateboards, scooters, roller blades/in-line skates and skates that are propelled by human power and meet the definitions as prescribed in Section [12.25.010](#) are allowable for usage in the skate park. (Ord. 2015-06 § 3, 2015)

Pump Track: All vehicles classified as bicycles unicycles, tricycles, strider bikes, skateboards, scooters, roller blades/in-line skates, skates, and wheelchairs that are propelled by human power.

12.25.050 Administrative citations, fines, parent/guardian responsibility and administrative hearing.

A. The director shall have authority to issue administrative citations and administrative fines in accordance with applicable provisions of Chapter [1.12](#) of the Marina Municipal Code and this section.

B. Notwithstanding any contrary provisions of Chapter [1.12](#), any person violating Section [12.25.060](#) (subsections 1 through 24) is subject to an administrative fine of fifty dollars for the first violation, one hundred dollars for the second violation, and two hundred dollars for the third and all subsequent violations. In addition to an administrative fine of two hundred dollars for a third or subsequent violation the director may permanently bar the violator from using any or all of the skate park or pump track facility.

C. The parent or legal guardian having control or custody of an un-emancipated minor whose conduct violates this chapter shall be jointly and severally liable with the minor for the amount of any administrative fine imposed pursuant to this section.

D. Administrative citations and fines issued under this section shall be subject to the administrative hearing provisions of Chapter [1.12](#). (Ord. 2015-06 § 4, 2015; Ord. 2008-01 § 1(Exh. A), 2008)

12.25.060 Skate park and pump track facility rules.

It is unlawful for any person within the skate park or pump track facilities to be in violation of the following rules of conduct and such persons shall be subject to administrative citation and

administrative fine or criminal prosecution of the responsible party, as an infraction or as a misdemeanor at the city attorney's discretion, pursuant to the Marina Municipal Code or the California Penal Code, including expulsion from the skate park or pump track facilities:

1. Skate Park and Pump Track users under twelve years of age shall be accompanied by a responsible adult at least eighteen years of age.
2. All ~~Park users~~ skaters shall wear a helmet, knee pads and elbow pads at all times when skating. All riders shall wear a helmet at all times when riding and are strongly encouraged to wear gloves, knee pads and elbow pads. All safety equipment shall be in good condition and repair and must fit the ~~skater~~ user properly. Helmets, knee pads and elbow pads shall meet the standards of either the American Society for Testing and Materials (ASTM) or the United States Consumer Product Safety Commission (CPSC) or standards established by these entities subsequent to the adoption of this section. Failure to wear or the use of nonfitting, improperly worn, worn out or unsafe equipment can disqualify the person from skating or riding.
3. All skateboards, scooters, in-line skates/roller blades, roller skates, bicycles, unicycles, tricycles, wheelchairs, and striders must be in good working order and safe for operation. Use of unsafe equipment can disqualify the person from skating or riding.
4. No person shall be on or use an individual apparatus within the skate park while another person is using it.
5. No person shall use the skate park or pump track when the surfaces ~~of the skate park~~ are wet or other conditions exist which would adversely affect the safety of ~~skateboarders or skaters~~ or riders.
6. Graffiti, tagging, damage, vandalizing and defacing city property or the property of others is prohibited. Such activity may result in ~~the skate park facility or the skate park's~~ a facility's closure, expulsion from the facility or the park.
7. Debris, waste and trash shall be disposed of only in appropriate receptacles provided by the city.
8. Use of amplified music is prohibited unless by permit issued by the director.

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9. Use of profanity, gestures or verbiage or boisterous behavior that could elicit a violent response, or that could endanger the safety of persons using the skate park or pump track facilities, is prohibited.
 10. No person shall have a dangerous weapon in his or her possession. Dangerous weapons include, but are not limited to, guns, knives, bats, clubs or martial arts weapons.
 11. Any bicycle/BMX bicycle, tricycle, unicycle, wheelchair, motorized bicycle/BMX bike, motorized tricycle, motorized unicycle, motorized skateboard, motorized scooter, motorized wheelchair or any other motorized or nonmotorized vehicle not expressly permitted by Section [12.25.040](#) is prohibited in the skate park.
 - 12. All motorized devices or vehicles are prohibited on the pump track.*
 13. Food, drink, gum, and wax are prohibited inside the skate park and pump track.
 14. Glass containers are prohibited inside the skate park and pump track.
 15. Use, consumption, or being under the influence of any drug or possession of any drug paraphernalia is prohibited in the skate park and pump track.
 16. Loitering in the skate park and pump track is prohibited.
 17. Smoking or the use, consumption, possession or being under the influence of any alcoholic beverage is prohibited anywhere at the skate park and pump track facilities.
 18. No additional skating or riding obstacles or materials (including but not limited to ramps or jumps) may be brought into the skate park or pump track, unless authorized by a permit issued pursuant to Section [12.25.090](#).
 19. All skaters and riders must wear shirts while in the skate park or pump track.
 20. Organized events must be approved by issuance of a use permit by the Director.
 21. Any activity that constitutes dangerous or reckless behavior or that has the potential of injuring another skate park or pump track user or other person is prohibited.
 22. Animals are prohibited inside the skate park and pump track.
 23. If cited for a violation of this chapter, upon determination by the director, a person may be suspended for thirty days from use of the facility and the park and any equipment used in

connection with a violation of this chapter may be seized as evidence and impounded. The director shall provide the violator with a receipt. Articles impounded pursuant to this section which are not claimed and released within sixty days of the initial impoundment date shall be disposed of according to the city's police department established procedures for the impoundment of unclaimed property. For individuals under eighteen years of age, the signature of a parent or legal guardian shall be required for the release of impounded property. Disposition and release of impounded property shall only be processed by authorized personnel of the city's police department during normal business hours.

24. The director is authorized to close the skate park facility, ~~or the skate park,~~ or pump track for violations of any of these rules and must close and so post the park or the facility when a physically unsafe situation is created until such time as the director declares the park or facility safe for operation.

25. In addition to the rules set forth in this section, the director may establish other reasonable rules and regulations to protect the skate park facility, ~~or the skate park,~~ pump track and the persons using them from injury or damage. (Ord. 2015-06 § 5, 2015)

12.25.070 Unsupervised skating and riding venue—Assumption of risk.

The City of Marina Skate Park and Pump Track ~~is~~ are unsupervised recreational venues. The director shall cause to be posted signs on the fences of the skate park, facing the interior and exterior of the skate park stating:

“Skateboarding and the use of other wheeled recreational devices are hazardous recreational activities. Use of this park may result in minor or serious injuries that could result in death. Any use of this facility is at your own risk. The City of Marina does not assume any responsibility for injuries or death. Each person entering the facility assumes all risk of injury or death. All skate park users shall wear a helmet, knee pads and elbow pads that are in good working order and condition and which fit the skater properly (Marina Municipal Code, Chapter [12.25](#), California Health & Safety Code §§ [115800](#)).

It is unlawful for any person to ride, operate or utilize any device other than a non-motorized skateboard, scooter, in-line skates/roller blades or roller skates. It is unlawful for any person to provide amplified music within the Park. The use of wax is prohibited. No additional ramps, jumps,

barricades or other obstructions may be brought into the skate park. Any person failing to comply shall be subject to administrative citation and fine (Marina Municipal Code, Chapter [12.25](#))."

(Ord. 2015-06 § 6, 2015)

The director shall cause to be posted signs around the pump track, stating:

"Wear a helmet at all times. Gloves, knee pads and elbow pads are also strongly recommended. Ride responsibly and stay in control. This park is not supervised, and you are responsible for your own safety. Children should have parent supervision. Be considerate of neighbors & other pump track users, especially children. Spectators must remain outside of the pump track area. No alcohol or drugs permitted. No smoking, eating or drinking in the pump track area. Leave no trace! Pack out your trash. Pump track hours: 9:00am to one hour after sunset. Only non-motorized bikes, skateboards, roller skates, and scooters. Motorized vehicles are not permitted. Amplified sound, lessons, classes, contests and events allowed only by permit from the Parks Department. Pump track users are subject to all City of Marina Parks and Rules and regulations. MMC Chapter 12.12. Riding this unsupervised facility is a "hazardous recreational activity per California Government Code 831.7. Use of this facility may result in death or serious injury. Any use is at your own risk.

12.25.080 Remote camera(s).

Any use of a remote camera(s) at the facility or the park is for the purpose of deterring crime only and such camera(s) are not used for purposes of monitoring or supervising skaters or riders. Signs indicating that this unsupervised skate park facility, skate park, or pump track is being viewed by remote camera shall be posted. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.090 Permits.

A. It is unlawful for any organized group to use the skate park or pump track facilities or any portion thereof without authorization or permit issued by the director.

B. For purposes of this section an "organized group" shall include any team, league, club or group consisting of six or more individuals who participate together in recreation, sport or

similar activity two or more times in a thirty-day period or for groups holding tournaments, meets or any other organized competition.

C. *Permit Procedure.*

1. Application for a permit shall be made on a form provided by the director and must be accompanied by the fee established by the city pursuant to Chapter [3.24](#).
2. The director may issue a permit hereunder if it is found that:
 - a. The proposed activity is consistent with the recreational needs of the community;
 - b. The proposed activity will not unreasonably interfere with or detract from the general public's enjoyment of the park or the surrounding neighborhood. In case of a conflict in requests or schedules, preference shall be given to Marina-based youth organizations to the extent possible;
 - c. The proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
 - d. The proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct;
 - e. The proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the city;
 - f. The Facility has not been reserved for other use at the day and hour required in the application.
3. *Exemptions.* No permit shall be required for city-sponsored events.
4. *Appeal.* Within ten days after receipt of an application, the director shall inform an applicant in writing of the reason(s) for refusing a permit, and any aggrieved person shall have the right to appeal in writing within thirty days to the city manager, who shall consider the application under the standards set forth in subsection [\(C\)\(2\)](#) of this section and sustain or overrule the director's decision within thirty days. The decision of the city manager shall be final.

5. *Effect of Permit.* A permittee shall be bound by all skate park or pump track facility and city park rules and regulations and all applicable ordinances fully as though the same were inserted in said permits.

6. *Liability of Permittee.* The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by any person, or the City, resulting from the use allowed by the permit.

7. *Subject to Conditions.* Any such permit shall be issued subject to such conditions as the director deems appropriate, including but not limited to the following:

- a. Proof of insurance;
- b. Indemnification of the city and its officers, employees, agents and volunteers;
- c. Damage deposit;
- d. Security requirements;
- e. No alcoholic beverages including beer;
- f. Requirement that all participants are aware of the conditions of the permit and all facility rules and regulations.

8. *Revocation.* The director shall have the authority to revoke a permit upon finding a violation of any rule or ordinance or condition, that the facts leading to the findings in subsection (C)(2) of this section are no longer present or upon any other good cause shown. Upon such revocation, the permit shall no longer be valid and all members of the organized group must immediately cease use of the facility.

D. The director shall post or cause to be posted signs at conspicuous places at the skate park and pump track giving notice of the provisions of this section. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.100 Record of skate park and pump track injuries.

The director shall maintain a record of all known or reported injuries incurred by a skater or rider, skateboarder and/or an inline skater or roller blader or scooter user in the skate park or pump track and a record of all claims paid and not paid, including any lawsuits and their results,

arising from those incidents that were filed against the city. Copies of these records shall be filed annually, no later than January 30th each year, with the California Assembly Committee on Judiciary and the Senate Committee on Judiciary. (Ord. 2015-06 § 7, 2015)

12.25.110 Inconsistency.

Any provision of the Municipal Code or appendices thereto inconsistent with the provisions of this chapter, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this chapter. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.120 Severability.

If any section, subsection, paragraph, sentence, clause, phrase or portion of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 2008-01 § 1(Exh. A), 2008)

The Marina Municipal Code is current through Ordinance 2023-06, passed April 4, 2023.

Disclaimer: The city clerk's office has the official version of the Marina Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: cityofmarina.org](http://cityofmarina.org)

[Code Publishing Company, A General Code Company](#)

Chapter 12.25 SKATE PARK FACILITY RULES AND REGULATION*

Sections:

- 12.25.010 Definitions.
- 12.25.020 Hours.
- 12.25.030 Vehicles prohibited.
- 12.25.040 Vehicles allowed.
- 12.25.050 Administrative citations, fines, parent/guardian responsibility and administrative hearing.
- 12.25.060 Skate park facility rules.
- 12.25.070 Unsupervised skating venue—Assumption of risk.
- 12.25.080 Remote camera(s).
- 12.25.090 Permits.
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* Editor's Note: Ord. No. [2008-01](#), § 1(Exh. A), adopted April 1, 2008, repealed the former ch. 12.25 and enacted a new chapter as set out herein. The former ch. 12.25, §§ 12.25.010—12.25.070, pertained to similar subject matter and derived from Ord. No. [2004-07](#), § 1 (part), 2004.

12.25.010 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Bicycle/BMX bike” means a vehicle with two wheels in tandem, propelled by pedals and having handlebars for steering and a saddle-like seat.

“Director” means the city’s director of recreation and cultural services or any of his or her designees.

“In-line skates/roller blades” means a form of skate with nonmetallic skate wheels mounted to the bottom of each boot or shoe, one in front of the other running down the center of the boot or shoe.

“Other wheeled recreational device” means scooters, in-line skates, and roller skates.

“Roller skates” means a form of skate with four nonmetallic wheels affixed to the bottom of each boot or shoe with a wheel situated at the outer four corners of each boot or shoe.

“Scooter” means a vehicle that typically has one front and one rear wheel with a low footboard between, is steered by a handlebar, and is propelled by pushing one foot against the ground while resting the other on the footboard.

“Skate park” and “park” mean the cement surface that is designed and used for skating and enclosed by a high fence. The park area includes the bowl.

“Skate park facility” and “facility” mean the skate park together with the adjacent public parking, picnic and seating areas. It includes all of the facilities from the Teen Center to the curb, including the park.

“Skate park user” means a user of any wheeled recreational device allowed by Section [12.25.040](#).

“Skateboard” means a wheeled device for riding upon with an oblong rigid material mounted on nonmetallic skate wheels and propelled by human power.

“Tricycle” means a vehicle with three wheels in tandem, propelled by pedals and having handlebars for steering and a saddle-like seat.

“Unicycle” means a one-wheeled vehicle, usually pedal driven. (Ord. 2015-06 § 1, 2015)

12.25.020 Hours.

It is unlawful for any person to use or be present upon the skate park facility between one hour after sunset and nine a.m. (current local time); provided, however, that this section shall not apply to any person who has obtained the prior authorization or permit from the director. Signs shall be posted about the Skate Park Facility indicating the hours of operation. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.030 Vehicles prohibited.

It is unlawful for any person to use any bicycle/BMX bike, tricycle, unicycle, motorized bicycle/BMX bike, motorized unicycle, motorized tricycle, motorized skateboard, motorized scooter, wheelchair, motorized wheelchair or any vehicle not listed in Section [12.25.040](#) within the confines of the skate park. (Ord. 2015-06 § 2, 2015)

12.25.040 Vehicles allowed.

All vehicles classified as skateboards, scooters, roller blades/in-line skates and skates that are propelled by human power and meet the definitions as prescribed in Section [12.25.010](#) are allowable for usage in the skate park. (Ord. 2015-06 § 3, 2015)

12.25.050 Administrative citations, fines, parent/guardian responsibility and administrative hearing.

A. The director shall have authority to issue administrative citations and administrative fines in accordance with applicable provisions of Chapter [1.12](#) of the Marina Municipal Code and this section.

B. Notwithstanding any contrary provisions of Chapter [1.12](#), any person violating Section [12.25.060](#) (subsections 1 through 24) is subject to an administrative fine of fifty dollars for the first violation, one hundred dollars for the second violation, and two hundred dollars for the third and all subsequent violations. In addition to an administrative fine of two hundred dollars for a third or subsequent violation the director may permanently bar the violator from using any or all of the skate park facility.

C. The parent or legal guardian having control or custody of an un-emancipated minor whose conduct violates this chapter shall be jointly and severally liable with the minor for the amount of any administrative fine imposed pursuant to this section.

D. Administrative citations and fines issued under this section shall be subject to the administrative hearing provisions of Chapter [1.12](#). (Ord. 2015-06 § 4, 2015; Ord. 2008-01 § 1(Exh. A), 2008)

12.25.060 Skate park facility rules.

It is unlawful for any person within the skate park facility to be in violation of the following rules of conduct and such persons shall be subject to administrative citation and administrative fine or criminal prosecution of the responsible party, as an infraction or as a misdemeanor at the city attorney's discretion, pursuant to the Marina Municipal Code or the California Penal Code, including expulsion from the skate park facility:

1. Skate park users under twelve years of age shall be accompanied by a responsible adult at least eighteen years of age.
2. All skate park users shall wear a helmet, knee pads and elbow pads at all times when skating. All safety equipment shall be in good condition and repair and must fit the skater properly. Helmets, knee pads and elbow pads shall meet the standards of either the American Society for Testing and Materials (ASTM) or the United States Consumer Product Safety Commission (CPSC) or standards established by these entities subsequent to the adoption of this section. Failure to wear or the use of nonfitting, improperly worn, worn out or unsafe equipment can disqualify the person from skating.

3. All skateboards, scooters, in-line skates/roller blades and roller skates must be in good working order and safe for operation. Use of unsafe equipment can disqualify the person from skating.
4. No person shall be on or use an individual apparatus within the skate park while another person is using it.
5. No person shall use the skate park when the surfaces of the skate park are wet or other conditions exist which would adversely affect the safety of skateboarders or skaters.
6. Graffiti, tagging, damage, vandalizing and defacing city property or the property of others is prohibited. Such activity may result in the skate park facility or the skate park's closure, expulsion from the facility or the park.
7. Debris, waste and trash shall be disposed of only in appropriate receptacles provided by the city.
8. Use of amplified music is prohibited unless by permit issued by the director.
9. Use of profanity, gestures or verbiage or boisterous behavior that could elicit a violent response, or that could endanger the safety of persons using the skate park facility, is prohibited.
10. No person shall have a dangerous weapon in his or her possession. Dangerous weapons include, but are not limited to, guns, knives, bats, clubs or martial arts weapons.
11. Any bicycle/BMX bicycle, tricycle, unicycle, wheelchair, motorized bicycle/BMX bike, motorized tricycle, motorized unicycle, motorized skateboard, motorized scooter, motorized wheelchair or any other motorized or nonmotorized vehicle not expressly permitted by Section [12.25.040](#) is prohibited in the skate park.
12. Food, drink, gum, and wax are prohibited inside the skate park.
13. Glass containers are prohibited inside the skate park.
14. Use, consumption, or being under the influence of any drug or possession of any drug paraphernalia is prohibited in the skate park facility.
15. Loitering in the skate park facility is prohibited.
16. Smoking or the use, consumption, possession or being under the influence of any alcoholic beverage is prohibited anywhere at the skate park facility.
17. No additional skating obstacles or materials (including but not limited to ramps or jumps) may be brought into the skate park, unless authorized by a permit issued pursuant to Section [12.25.090](#).

18. All skaters must wear shirts while in the skate park.
19. Organized events must be approved by issuance of a use permit by the director.
20. Any activity that constitutes dangerous or reckless behavior or that has the potential of injuring another skate park user or other person is prohibited.
21. Animals are prohibited inside the skate park.
22. If cited for a violation of this chapter, upon determination by the director, a person may be suspended for thirty days from use of the facility and the park and any equipment used in connection with a violation of this chapter may be seized as evidence and impounded. The director shall provide the violator with a receipt. Articles impounded pursuant to this section which are not claimed and released within sixty days of the initial impoundment date shall be disposed of according to the city's police department established procedures for the impoundment of unclaimed property. For individuals under eighteen years of age, the signature of a parent or legal guardian shall be required for the release of impounded property. Disposition and release of impounded property shall only be processed by authorized personnel of the city's police department during normal business hours.
23. The director is authorized to close the skate park facility or the skate park for violations of any of these rules and must close and so post the park or the facility when a physically unsafe situation is created until such time as the director declares the park or facility safe for operation.
24. In addition to the rules set forth in this section, the director may establish other reasonable rules and regulations to protect the skate park facility or the skate park and the persons using them from injury or damage. (Ord. 2015-06 § 5, 2015)

12.25.070 Unsupervised skating venue—Assumption of risk.

The City of Marina Skate Park is an unsupervised recreational venue. The director shall cause to be posted signs on the fences of the skate park, facing the interior and exterior of the skate park, stating:

“Skateboarding and the use other wheeled recreational devices are hazardous recreational activities. Use of this park may result in minor or serious injuries that could result in death. Any use of this facility is at your own risk. The City of Marina does not assume any responsibility for injuries or death. Each person entering the facility assumes all risk of injury or death. All skate park users shall wear a helmet, knee pads and elbow pads that are in good working order and condition and which fit the skater properly (Marina Municipal Code, Chapter [12.25](#), California Health & Safety Code §§ [115800](#)).

It is unlawful for any person to ride, operate or utilize any device other than a non-motorized skateboard, scooter, in-line skates/roller blades or roller skates. It is unlawful for any person to provide amplified music within the Park. The use of wax is prohibited. No additional ramps, jumps, barricades or other obstructions may be brought into the skate park. Any person failing to comply shall be subject to administrative citation and fine (Marina Municipal Code, Chapter [12.25](#)).”

(Ord. 2015-06 § 6, 2015)

12.25.080 Remote camera(s).

Any use of a remote camera(s) at the facility or the park is for the purpose of deterring crime only and such camera(s) are not used for purposes of monitoring or supervising skaters. Signs indicating that this unsupervised skate park facility and skate park is being viewed by remote camera shall be posted. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.090 Permits.

A. It is unlawful for any organized group to use the skate park facility or any portion thereof without authorization or permit issued by the director.

B. For purposes of this section an “organized group” shall include any team, league, club or group consisting of six or more individuals who participate together in recreation, sport or similar activity two or more times in a thirty-day period or for groups holding tournaments, meets or any other organized competition.

C. *Permit Procedure.*

1. Application for a permit shall be made on a form provided by the director and must be accompanied by the fee established by the city pursuant to Chapter [3.24](#).
2. The director may issue a permit hereunder if it is found that:
 - a. The proposed activity is consistent with the recreational needs of the community;
 - b. The proposed activity will not unreasonably interfere with or detract from the general public’s enjoyment of the park or the surrounding neighborhood. In case of a conflict in requests or schedules, preference shall be given to Marina-based youth organizations to the extent possible;
 - c. The proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;

- d. The proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct;
 - e. The proposed activity will not entail unusual, extraordinary or burdensome expense or police operation by the city;
 - f. The Facility has not been reserved for other use at the day and hour required in the application.
3. *Exemptions.* No permit shall be required for city-sponsored events.
4. *Appeal.* Within ten days after receipt of an application, the director shall inform an applicant in writing of the reason(s) for refusing a permit, and any aggrieved person shall have the right to appeal in writing within thirty days to the city manager, who shall consider the application under the standards set forth in subsection (C)(2) of this section and sustain or overrule the director's decision within thirty days. The decision of the city manager shall be final.
5. *Effect of Permit.* A permittee shall be bound by all skate park facility and city park rules and regulations and all applicable ordinances fully as though the same were inserted in said permits.
6. *Liability of Permittee.* The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by any person, or the City, resulting from the use allowed by the permit.
7. *Subject to Conditions.* Any such permit shall be issued subject to such conditions as the director deems appropriate, including but not limited to the following:
- a. Proof of insurance;
 - b. Indemnification of the city and its officers, employees, agents and volunteers;
 - c. Damage deposit;
 - d. Security requirements;
 - e. No alcoholic beverages including beer;
 - f. Requirement that all participants are aware of the conditions of the permit and all facility rules and regulations.
8. *Revocation.* The director shall have the authority to revoke a permit upon finding a violation of any rule or ordinance or condition, that the facts leading to the findings in subsection (C)(2) of this section are no longer present or upon any other good cause shown.

Upon such revocation, the permit shall no longer be valid and all members of the organized group must immediately cease use of the facility.

D. The director shall post or cause to be posted signs at conspicuous places at the skate park giving notice of the provisions of this section. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.100 Record of skate park injuries.

The director shall maintain a record of all known or reported injuries incurred by a skater, skateboarder and/or an inline skater or roller blader or scooter user in the skate park and a record of all claims paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the city. Copies of these records shall be filed annually, no later than January 30th each year, with the California Assembly Committee on Judiciary and the Senate Committee on Judiciary. (Ord. 2015-06 § 7, 2015)

12.25.110 Inconsistency.

Any provision of the Municipal Code or appendices thereto inconsistent with the provisions of this chapter, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this chapter. (Ord. 2008-01 § 1(Exh. A), 2008)

12.25.120 Severability.

If any section, subsection, paragraph, sentence, clause, phrase or portion of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 2008-01 § 1(Exh. A), 2008)

September 11, 2023

Item No: **13a**

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

City Council Meeting
of September 19, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023- ,
APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND
NEW CINGULAR WIRELESS PCS, LLC FOR CONSTRUCTION AND
OPERATION OF A TELECOMMUNICATIONS FACILITY ON CITY-OWNED
PROPERTY AT THE NORTHWEST CORNER OF CALIFORNIA AVE AND 3RD
AVENUE (APN 031-201-005), AUTHORIZING FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING
CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF
THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY
ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving a Lease Agreement between the City of Marina (City) and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on City-owned property at the northwest corner of California and 3rd avenue; and
2. Authorizing the Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing the City Manager to execute the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

On May 25, 2023, the Planning Commission approved Epic Wireless' application for a Conditional Use Permit (CUP) to construct an eighty-nine-foot tall monopine facility at the corner of 3rd Avenue and California Avenue on the former Cypress Knolls property. The CUP was required because the facility exceeds the height limitation of the single-family residential zone. The Planning Commission decision approved the height and design. The Commission meeting can be viewed on the City's Website by going to the Agenda Center then selecting the [May 25 Planning Commission Meeting](#). Written Public Comments received prior and after the Planning Commission Public Hearing are included in **EXHIBIT "A"**. The decision was not appealed, and the CUP is now active.

The application was submitted due to poor cellular telephone coverage in the former Fort Ord area of Marina, which is lacking in comparison to other areas of the City. Residents, businesses and visitors have expressed an interest in increasing the cellular telephone coverage in the former Fort Ord area over the past few years. New Cingular Wireless commissioned Epic Wireless Group to locate a new telecommunications facility in the general vicinity of California Avenue and Imjin Parkway to address gaps in coverage in the area of Sea Haven, Preston and Abrams Parks, the Dunes, and the southeastern part of Central Marina and to address the loss of the telecommunications facility operated by T-Mobileⁱ at the southeast corner of Imjin Parkway and California Avenue, due to an expiring lease in 2029.

Staff performed a field survey in concert with the Epic Wireless, to assist with finding a feasible site for a new telecommunications facility that meets the needs of the carriers, accommodates for future development in the area, does not require the removal of trees, and avoids existing infrastructure and easements. After site assessments, the location near the corner of 3rd Avenue and California Avenue was chosen as the most viable candidate.

The Commission's Condition of Approval No. 19 required that the applicant obtain a Lease with the City for its location on the City-owned property for the CUP to be valid. The Planning Commission Resolution is included as included as **EXHIBIT "A"**, and contains the following supporting documentation:

- Conditions of Approval
- Plan Set 10/24/2022
- Cypress Knolls Project Area Environmental Survey from 10/12/2022
- Radio Frequency Emissions Compliance Report For AT&T Mobility 1/3/2023
- LTE 700 Coverage Maps 12/21/2022
- Photo Simulations from 3/4/2023

ANALYSIS:

The Planning Commission's role in reviewing the proposed telecommunications facility was to hold a public hearing and consider approval of a CUP for the height of the facility and design characteristics. The approval is subject to a lease.

The City Council is charged with considering the lease agreement to allow for the telecommunications facility to be located on City-owned property. The design, height or location of the facility at 3rd Avenue and California Avenue is not before the Council for review. . Any changes to the facility or location would need to be initiated by the applicant through an application to the Planning Department, and approved by the Planning Commission. The action before the City Council is to approve or deny the proposed lease.

Staff and the City Attorney's Office have worked with the applicant to develop a lease document that contains the rates, terms and other necessary provisions for the City Council's consideration. The proposed Lease is included as **"EXHIBIT B"**.

The terms of the proposed lease consist of the following.

Initial Base Rent	\$2,900.00 per month
Added Carriers	\$500 per month plus new ground lease rate for the additional carrier
New Escalation	2% annually
New Initial Term	60 months (5 years)
# of Renewal Terms	4
Total Term	25 years

As noted in the Background, staff worked with the applicant to ensure maximum use of the tower and provided the expanded telecommunications coverage that has been desired in the recent past. Additional carriers that collocate on the proposed tower would pay an additional \$500 per month through the proposed lease. In addition, new carriers that collocate on the tower will require additional ground space for equipment and will need to enter a lease with the City for the additional ground space separately. Through these provisions, a second tenant could generate up to twice the revenue the City would receive from AT&T alone, without an additional tower needing to be constructed. If a third carrier wishes to expand its coverage in the area as well, the revenue would increase again.

Planning Commission found and determined, in accordance with the California Quality Act (CEQA), that the proposed project is exempt from environmental review per a Class 3 Categorical Exemption Section 15303 of CEQA for New Construction and Conversion of Small Structures.

FISCAL IMPACT:

Should the City Council approve this request, the beginning annual rent revenue to the City for one tenant will be \$34,800.

CONCLUSION:

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

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

ⁱⁱ Written correspondence from David Siegenthaler, Regional Program Manager for Federal Lands to Parks, National Parks Services (NPS) from Wednesday, February, 24, 2021, responding to a City request for approval of an upgrade to an existing telecommunications facility on property conveyed to the City under the NPS public benefit program, stated that “...[NPS] usually consider cell towers to be a commercial use unless a case has been made that the location of the facility within the park is needed for park communications and safety purposes and would therefore be considered a legitimate support facility.” The correspondence also asked City staff, “Can you provide anymore information regarding the necessity of this tower being in the park boundary? Has the cell company considered alternate locations that would serve their purpose.” In the conclusions of the correspondence, Mr. Siegenthaler noted, “I acknowledge that the NPS allowed the cell tower installation in 2004. I don’t have the documentation considered by NPS at the time, but the consent letter indicates an understanding that the tower would not impede achievement of the POU (Program of Utilization) and that all income derived from the installation would go to park purposes. I think our policy is clearer now that Income producing activity that is not directly related to providing public recreation services is generally not considered an acceptable use of the park. Our consideration of this specific instance should not be considered as a precedent for any other proposals.”

RESOLUTION NO. 2023-

APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND NEW CINGULAR WIRELESS PCS, LLC FOR CONSTRUCTION AND OPERATION OF A TELECOMMUNICATIONS FACILITY ON CITY OWNED PROPERTY AT THE NORTHWEST CORNER OF CALIFORNIA AVE AND 3RD AVENUE (APN 031-201-005), AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, residents, businesses and visitors have expressed an interest in increasing the cellular telephone coverage in the former Fort Ord area over the past few years; and,

WHEREAS, New Cingular Wireless has commissioned Epic Wireless Group (Epic Wireless) to locate a new telecommunications facility in the general vicinity of California Avenue and Imjin Parkway to address gaps in the AT&T coverage in the area of Sea Haven, Preston and Abrams Parks, the Dunes, and the southeastern part of Central Marina; and,

WHEREAS, on May 25, 2023, the Planning Commission approved a Conditional Use Permit for Epic Wireless to construct an eighty-nine-foot tall monopine facility that exceeds the height limitation of the single family residential zone, and located at 3rd Avenue and California Avenue in the former Cypress Knolls property. The Planning Commission Resolution is included as included as **EXHIBIT “A”**; and,

WHEREAS, the Planning Commission found and determined, in accordance with the California Quality Act (CEQA), that the proposed project is exempt from environmental review per a Class 3 Categorical Exemption Section 15303 of CEQA for New Construction and Conversion of Small Structures; and,

WHEREAS, staff and the City Attorney’s Office have worked with the applicant to develop a lease document that contains the rates, terms and other necessary provisions for the City Council’s consideration. The proposed Lease is included as **“EXHIBIT B”**, and contains the Terms and Conditions; and,

WHEREAS, initial annual rent revenue to the City will be \$34,800 in the first year.

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

1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.
2. Authorize a Lease Agreement between the City of Marina and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on city owned property at the northwest corner of California Avenue and 3rd Avenue; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries; and
4. Authorize the City Manager to execute the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 19th day of September 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2023-13

CONSIDER ADOPTING A RESOLUTION OF THE PLANNING COMMISSION APPROVING A CONDITIONAL USE PERMIT NO. CUP22-02 TO CONSTRUCT A NEW EIGHTY-NINE FOOT TALL “MONOPINE” WIRELESS FACILITY LOCATED IN THE CYPRESS KNOLLS PROPERTY AT CALIFORNIA AVE AND 3RD AVE. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER A CLASS 3 CATEGORICAL EXEMPTION SECTION 15303 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

WHEREAS, on November 18, 2022, the applicant applied for Conditional Use Permit No. CUP22-02 for an 89-foot “monopine” wireless facility (**Exhibit C**). A monopine is defined as a monopole disguised as a faux pine tree;

WHEREAS the proposed project is consistent with zoning and general plan as outlined in the Findings in **Exhibit A** and subject to the Conditions of Approval in **Exhibit B** incorporated herein;

WHEREAS, on October 12, 2022, Denise Duffy and Associates, Inc., conducted an environmental survey of Cypress Knolls and found no Monterey Gilia occurrences at the proposed project site (**Exhibit D**). This finding of no Monterey Gilia is consistent with prior surveys done for this area over the past twenty years;

WHEREAS, the application includes a Radio Frequency (RF) report dated January 3, 2023, prepared by a qualified individual licensed in the State of California, found that the proposed wireless facility will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent buildings (**Exhibit E**). The application also includes a Propagation Map that shows the existing and proposed LTE 700 Coverage (**Exhibit F**); and

WHEREAS, on March 6, 2023, the applicant submitted photo simulations to the Planning Division (**Exhibit G**).

WHEREAS, the Planning Commission reviewed these items at a duly noticed public hearing on May 25, 2023;

WHEREAS, the Planning Commission finds and determines, in accordance with the California Quality Act (CEQA), that the proposed project is exempt from environmental review per a Class 3 Categorical Exemption Section 15303 of CEQA for New Construction and Conversion of Small Structures.

WHEREAS, the Planning Commission requests that the applicant work with staff to make the faux pine tree less like a cylinder and more conical to better resemble a natural tree.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina adopts a resolution approving the Conditional Use Permit No. CUP22-02 to construct a new 89’ tall faux pine tree “monopine” wireless facility located in the Cypress Knolls property at California Ave and 3rd Ave.

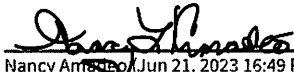
PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 25th day of May 2023, by the following vote:

AYES, COMMISSIONERS: St. John, Amadeo, Rana, Woodson

NOES, COMMISSIONERS: Hurr, Jacobson, Walton

ABSENT, COMMISSIONERS: None

ABSTAIN, COMMISSIONERS: None


Nancy Amadeo (Jun 21, 2023 16:49 PDT)
Nancy Amadeo, Chair

ATTEST:


Guido Persicone, AICP
Community Development Director
City of Marina

Exhibits:

- A. Findings
- B. Conditions of Approval
- C. Plan Set 10/24/2022
- D. Cypress Knolls Project Area Environmental Survey from 10/12/2022
- E. Radio Frequency Emissions Compliance Report For AT&T Mobility 1/3/2023
- F. LTE 700 Coverage Maps 12/21/2022
- G. Photo Simulations from 3/4/2023

EXHIBIT A

FINDINGS**General Plan Compliance**

- 1) General Plan Policy Scenic and Cultural Resources 4.126, paragraph 3 states:

"The visual character and scenic resources of the Marina Planning Area shall be protected for the enjoyment of current and future generations. To this end, ocean views from Highway One shall be maintained to the greatest possible extent; development on the primary ridgeline of the Marina dunes shall be avoided; new development proposed for the Armstrong Ranch should maintain an adequate setback from Highway One; landscape screening and restoration shall be provided as appropriate; new development should be sited and designed to retain scenic views of inland hills from Highway One, Reservation Road, and Blanco Road; and architectural review of projects shall continue to be required to ensure that building design and siting, materials, and landscaping are visually compatible with the surrounding areas."

Evidence: The proposed project site is over 4,000 feet east of the Highway 1 corridor and south of the Reservation Rd. and Blanco Rd. corridors with undulating hills and development between. There will be no view impacts from these view corridors. Furthermore, the proposed monopine will be disguised as a pine tree to reduce visual impacts and will be placed in an area with mature vegetation.

- 2) General Plan Policy 4.6 states:

"The urban form of Marina is quite unique, and distinguishes it from many U.S. cities. Historically, the presence of former Fort Ord along the City's southern and eastern edges, the Armstrong Ranch to the north, Monterey Bay and its adjoining public lands to the west have served to clearly distinguish the City from its surroundings. Enclosure within such strong boundaries has set the City apart both visually and functionally from neighboring built-up areas of the Monterey Peninsula."

Evidence: The project is consistent with this policy in that it will be disguised as a pine tree to camouflage it with the surrounding foliage. Furthermore, the height and location will provide an area that currently has poor wireless connectivity with improved service from up to three providers.

- 3) General Plan Policy 4.14 states:

"Future improvements along the City's major travel corridors shall be designed to build upon the positive attributes of these travel corridors so as to enhance the image of the City and make the use of these corridors more pleasurable for both motorists and adjoining residents and businesses."

Evidence: The project is consistent with this policy in that the wireless facility will be setback from the road, screened and camouflaged to integrate into the natural features of California Ave. and the Cypress Knolls property.

Zoning Ordinance Compliance**Required Findings – Use Permit**

For Conditional Use Permits, the Planning Commission must make specific findings pursuant to Zoning Ordinance Section 17.58 (Use Permits).

- 1) *That the establishment, maintenance, or operation of the use or building applied for will not under the circumstances of the case, be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use.*

Evidence: The proposed wireless facility project is consistent with this finding in that it will be safe, provide a service to the surrounding residents and provide better connectivity for residents, motorists, and public safety personnel, which will benefit the general welfare of the area. The RF Report confirms compliance with FCC exposure guidelines.

- 2) *That the establishment, maintenance, or operation of the use or building applied for will not under the circumstance of the particular use be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.*

Evidence: The proposed project is consistent with this finding in that it will not be detrimental or injurious to persons or property and it will improve the wireless coverage for a large area of the city.

- 3) *The proposal will promote the orderly growth of the community; facilitate the continual upgrading of the community; preserve the natural beauty of Marina while simultaneously protecting the rights of property, and the right of individuals to live, work, and visit a city that is free from the blight.*

Evidence: The proposed project is consistent with this finding because it will be integrated into the landscape, be placed next to existing trees, and will ensure that the residents will benefit from improved wireless connectivity for the area.

- 4) MMC Section 17.42.060.B Height states:

“Towers, poles, water tanks, and similar structures may be erected to a greater height than the limit established for the district in which they are to be located, subject to securing a use permit and, in the Coastal Zone, a coastal permit in each case.”

Evidence: The allowed height in the R-1 zone is 30'. The proposed height of eighty-nine (89) feet for the wireless facility is necessary for three wireless carriers to collocate on this monopine. Therefore, the increased height reduces the number of additional towers needed to cover the same area. Further, this area has poor wireless service and there is another wireless facility approximately a half mile from the proposed location that is scheduled to be decommissioned within five years. Therefore, the height of the proposed wireless facility is necessary to ensure that members of the public and safety personnel will have reliable coverage in this area.

CEQA Environmental Analysis - Public Resources Code (21000–21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387)

The City of Marina Planning Division determined that this project is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under Section Class 3, Section 15303 - New Construction and Conversion of Small Structures, based on the following findings:

The proposed project includes the development of a new wireless facility on the eastern edge of the City's Cypress Knolls property near the intersection of California Ave. and 3rd Ave. The proposed project is intended to improve wireless communication capabilities in the vicinity. The facility is proposed to be 89 feet (ft) above adjacent grade with a fenced lease area of approximately 900 square feet (sf). The project includes the removal of a dead Cypress tree as it is located within the proposed lease area. The lease area includes an eight (8) ft solid sound wall for security purposes. The tower is designed to resemble a pine tree ("monopine") to blend in with the surrounding site character. The facility will be equipped with a standby generator that will be within the enclosed fence. It will only be operated for approximately 15 minutes per week during normal business hours for maintenance purposes, and during power outages and disasters. The noise frequencies of the generator are consistent with the permitted frequencies in the R-1 Zoning District. The facility will have shielded motion sensor lights by the door on the equipment shelter for servicing the equipment. Therefore, there will be no light or glare impacts to surrounding properties or the sky from the proposed project.

The project is categorically exempt under Class 3, New Construction or Conversion of Small Structures, having met the qualifying criteria provided under CEQA Guidelines Section 15303. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Section 15303 provides some, but does not limit project scope to, examples of such structures. While wireless facilities are not explicitly included in this list, the proposed project is comparable in scope and function to those structures listed, which, in summary, include single family homes and duplexes, commercial developments within the range of 2,500-10,000 square feet (sf) of floor area, utility extensions and improvements, accessory structures such as garages, and sterilization units for medical waste treatment. In addition, with adherence to existing regulations for Cypress Knolls Environmental Impact Report (SCH 2004081113), and the Cypress Knolls Sand Gilia report from October 10, 2022 (EXHIBIT D), that shows that there are no sensitive species in this area, the construction of the project would not result in impacts to environmental resources. As such, the proposed project would be considered a New Construction of a Small Structure and would be exempt under a Class 3 Categorical Exemption.

CEQA Guidelines Section 15300.2 – Exceptions to the Categorical Exemptions

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located - a project that is ordinarily insignificant in its impact on the environment may, in a particularly sensitive environment, be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The approximately 188-acre Cypress Knolls property is developed with 230 duplexes that were previously used as military housing. The housing has deteriorated and is now in a dilapidated state. An Environmental Impact Report (EIR) was certified by the City in 2006 which analyzed the redevelopment of the site for residential use (link: <https://www.cityofmarina.org/200/Cypress-Knolls>). This project was never developed. A review of the certified EIR concludes that the proposed project will not result in the loss of Maritime Chaparral habitat. Furthermore, the project site is outside of the area of mapped Sand Gilia (*Gilia tenuiflora ssp. arenaria*) which is federally listed as an endangered species and listed as a threatened species by the State of California. Furthermore, the site was surveyed in 2022 for Sand Gilia and none were identified within 200' of the project site (EXHIBIT D).

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The main function of the proposed wireless facility as described in the project description is to improve wireless connectivity for the surrounding area. This function is achieved by sending wireless signals from the top of the monopine. The report dated January 3, 2023, prepared by David H. Kiser, Registered Professional Engineer (Electrical) from Waterford Consultants, LLC found that the proposed wireless facility will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent buildings (Exhibit E). Further, the nearest cell tower is half a mile, so there will be no cumulative impact for successive projects of the same type.

- (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed wireless facility does not have a significant effect on environment. The project is located in an area that consists of low, undulating hills. The proposed building location is flat. The monopine will have no visual impacts to scenic vistas, views of historic buildings within a scenic highway, or views of rock outcroppings. Further, as stated above, there will be no significant effect to a sensitive environment such as Monterey Sand Gilia, because there is none present within two-hundred feet of the site.

- (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The proposed wireless facility does not have a significant effect on environment. The project is in an area that is mostly flat with low hills. The monopine will have no visual impacts to scenic vistas, views of historic buildings within a scenic highway, views of trees within a scenic highway, or views of rock outcroppings.

- (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the

Government Code.

The proposed wireless facility will only be accessed for maintenance and testing. The 2006 CK EIR analyzed existing conditions at the time noting that there is development on this site built in the 1960s. The 230 duplexes and five feet of the surrounding soil have hazardous contaminants such as lead and asbestos. The proposed project is located approximately 110' from the nearest structure and the project will not impact any structures or the soil surrounding the structure. Therefore, there are no impacts from hazardous for this project.

- (f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The proposed facility will not cause any change to the significance of a historical resource, because there are no historical resources on the site according to the 2006 Cypress Knolls EIR. Although the EIR is nineteen years old, the analysis of historical resources has not changed since the site has not been developed.

EXHIBIT B

CONDITIONS OF APPROVAL

1. Substantial Conformance. The project shall be developed in substantial conformance to the plans submitted on October 24, 2022, except as conditioned herein. Any deviation from approvals must be reviewed and approved by staff and may require Planning Commission approval and further CEQA review.
2. Indemnification. The Owner/Applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability, the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of this project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.
3. Building Permits. Review and approval by the Public Works, Fire and Building Departments are required prior to issuance of a Building Permit. Work taking place in the public right-of-way shall require an Encroachment Permit prior to issuance of the building permit. The equipment shall be installed, maintained, and operated in compliance with all applicable public health and safety regulations, which includes without limitation all building codes, electrical codes, pole installation regulations and regulations for exposure to RF emissions. All permits must be obtained from the Marina Building Department prior to commencement of any construction activities.
4. Permit Expiration. This permit will expire and be null and void unless a valid building permit has been applied for within twelve (12) months from the date of approval by the final approval body. The applicant may apply for an extension of this permit by submitting an extension request application and applicable fees, no less than 30 days prior to expiration date to the Community Development Director for action by the authorizing body. No renewal notice will be sent to the applicant or property owner.
5. Terms and Conditions. These terms and conditions shall run with the land, and it is the intention of the Planning Commission and the Permittee to bind all permittees of the subject property to the terms and conditions, unless amended. Amendments to this permit may be achieved only if an application is made, and the Planning Commission or if applicable the City Council approves, any such amendments pursuant to the Zoning Code regulations.
6. Conditions of Approval in Plans. All conditions of approval for the Planning permit shall be included on the second page of the construction plan set submitted to the Building Department. If the conditions cannot fit on the second page then they may extend to the third page of the plan set.
7. Traffic Control Plan. If temporary closure of California Avenue or other public right-of-way is required for construction and/or staging, the permittee shall receive an encroachment permit from the Public Works Department which includes a traffic control

plan to be approved by the City Engineer.

8. Federal Communications Commission (FCC) Compliance. The facility shall be operated in full compliance at all times with applicable FCC guidelines and regulations. Warning signs shall be posted in compliance with FCC guidelines and requirements and to notice about potential exposure to RF emissions.
9. Signage. No logos, signs or other forms of advertising are permitted to be installed on antennas or related equipment, with the exception of warning signs and point of contact information signs as noted above.
10. Lighting. The Community Development Director or designee or the Planning Commission on appeal shall retain the right to require reduction in the intensity of illumination after the installation of any illuminated sign if said illumination creates any undue public nuisance.
11. Ongoing Operational Safety Requirements.
 - a. The gate shall be locked, and the fence shall be securely maintained to ensure that unauthorized personnel do not access the area;
 - b. RF alerting signage at the base of the Monopole and restricting access to authorized climbers that have completed RF safety training is required for Occupational environment compliance; and
 - c. Post RF alerting signage with contact information (Caution 2B) at the base of the Monopole to inform authorized climbers of potential conditions near the antennas. These recommendations are depicted in Figure 2 of the EME Report (Exhibit E).
12. Reports. The permittee shall submit an annual monitoring report prepared by a California licensed electrical engineer to the Community Development Department for the purpose of demonstrating that the facility is in full compliance with guidelines and regulations established by the FCC regarding radio frequency emissions. The first report shall be due one year from final approval of the building permit required for installation of the equipment.
13. Maintenance. The project site and monopine including the foliage shall be maintained over time to the standards set forth by this permit or risk revocation of the Conditional Use Permit as directed in Section 17.58.060 of the Marina Municipal Code (MMC). Performed maintenance shall be incorporated into annual monitoring reports.
14. Hazardous Material Business Plan (HMBP). After the building permit final, applicant shall submit a HMBP for the diesel fuel for the emergency backup generator and batteries to the County of Monterey's Health Department's Certified Unified Program Agency.
15. Equipment. No additional antennas or related equipment may be installed without prior approval from the Community Development Department. The permittee shall remove antennas and equipment that have not been in service for a continuous period of one (1)

year.

16. Archeology and Inadvertent Discovery. When human remains or other cultural artifacts are exposed, the Health and Safety Code § 7050.5 requires that no further excavation or disturbance occurs in the area and that the county coroner is called so that the coroner can verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission if the remains are known or thought to be Native American. The Native American Heritage Commission selects the Most Likely Descendant (MLD) from a rotating list of MLDs. The MLD has 24 hours to respond. All work will halt with a 50-yard radius until an osteologist can examine the remains, and a treatment plan for any said remains has been provided according to the MLD.
17. Cultural and/or Archaeological Artifacts. If such artifacts are unexpectedly discovered during ground disturbing activities, work shall be halted until the item(s) can be evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation will be formulated, with the approval of the lead agency, and implemented prior to recommencement of work.
18. Road, Sidewalk, and Landscape Condition. All affected roads, sidewalks, and landscape shall be restored to original or better condition.
19. Lease Agreement. This permit shall be valid upon the authorization of a lease agreement between the applicant and the City of Marina.
20. Planning Commission Condition. The applicant work with staff to make the faux pine tree less like a cylinder and more conical to better resemble a natural tree prior to the issuance of a Building Permit.
21. Permit Authorization and Signature. The Use Permit is not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.
 - a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the wireless facility project located at California Avenue and 3rd Ave.
 - b. I understand and agree to implement all conditions throughout the duration of the project.
 - c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

Applicant's Name:

Applicant's Signature:

Date:

- d. I am the lease holder for the proposed wireless facility site that is involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

Lease Holder's Name (or authorized agent):

Lease Holder's Signature:

Date:

EXHIBIT C – Site Plan and Plan Set
EXHIBIT D – Cypress Knolls Project Area Environmental Survey
EXHIBIT E – Radio Frequency Emissions Compliance Report For AT&T Mobility
EXHIBIT F – LTE 700 Coverage Maps
EXHIBIT G – Photo Simulations
(Under separate cover)

Exhibit C

WIRELESS GROUP LLC
Connecting a Wireless World

SITE NUMBER: CCL05573

SITE NAME: IMJIN PARKWAY

ADDRESS: CALIFORNIA AVENUE & IMJIN PARKWAY

SITE TYPE: MONOPINE

FA CODE: 15923553

PACE: MRSFR095755

ORACLE: PTN: 31701A15XB6

USID: 323584

MITCHELL J ARCHITECTURE

10000 15TH AVE, SUITE 100
SAN DIEGO, CA 92161
TEL: 619-594-1111
FAX: 619-594-1112
WWW.MITCHELLJARCHITECTURE.COM

VICINITY MAP

CLIENT APPROVALS

NO.	NAME	DATE
1	MITCHELL J ARCHITECTURE	01/15/2010
2	WIRELESS GROUP LLC	01/15/2010
3	AT&T	01/15/2010
4	VERIZON	01/15/2010
5	SPRINT	01/15/2010
6	AT&T	01/15/2010
7	VERIZON	01/15/2010
8	SPRINT	01/15/2010
9	AT&T	01/15/2010
10	VERIZON	01/15/2010
11	SPRINT	01/15/2010
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88	VERIZON	

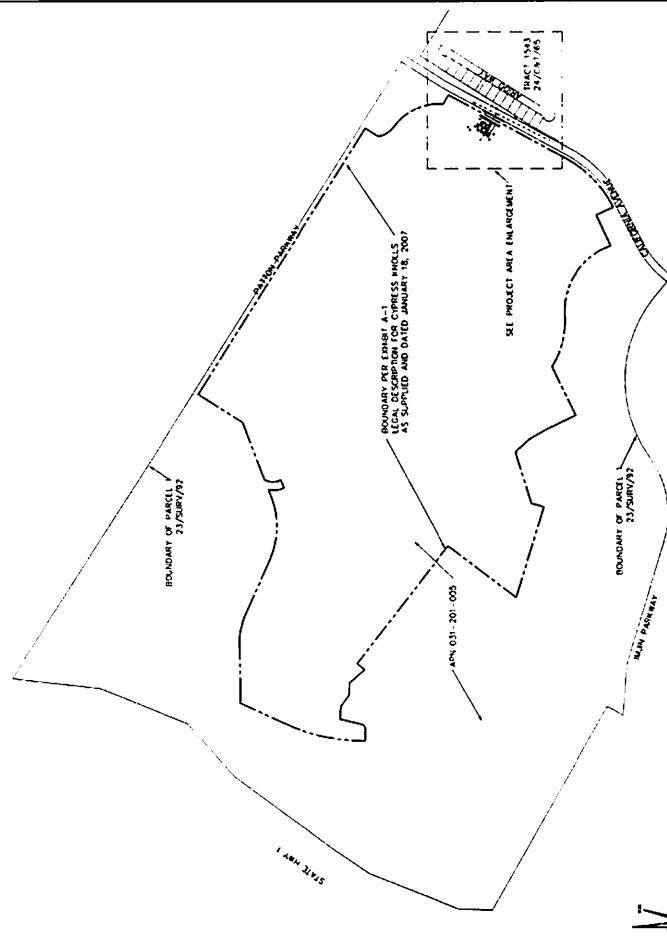
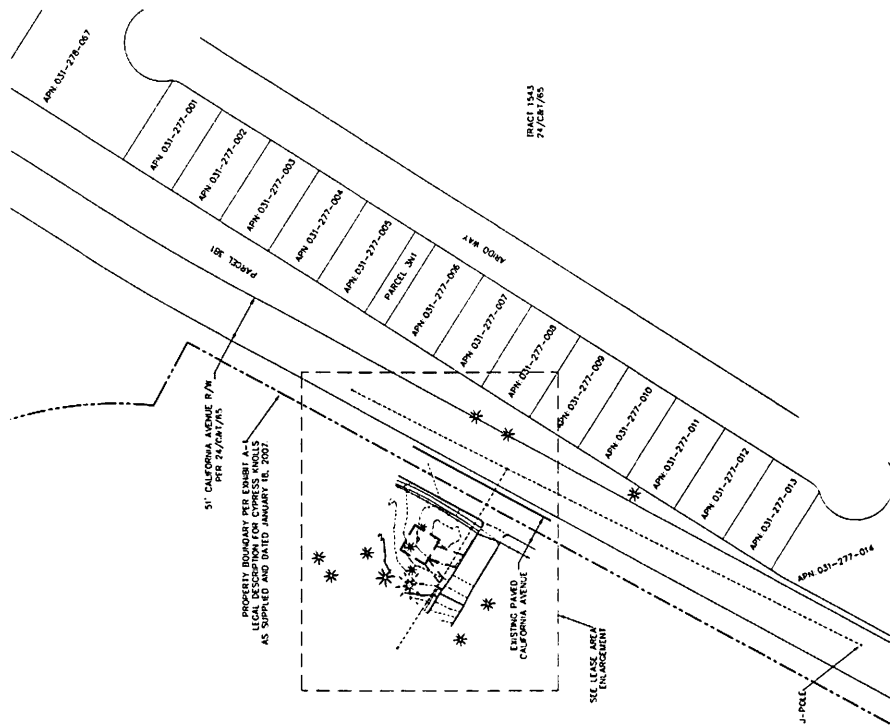
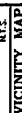
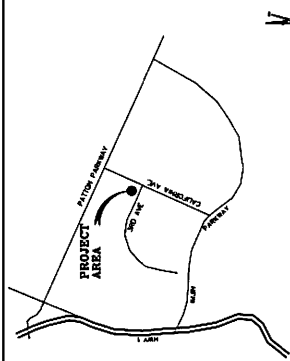
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IMJIM PARKWAY
INTERSECTION OF CALIFORNIA
AVENUE & 3RD AVENUE
MARINA, CA 93933
PLOT PLAN AND
SITE TOPOGRAPHY



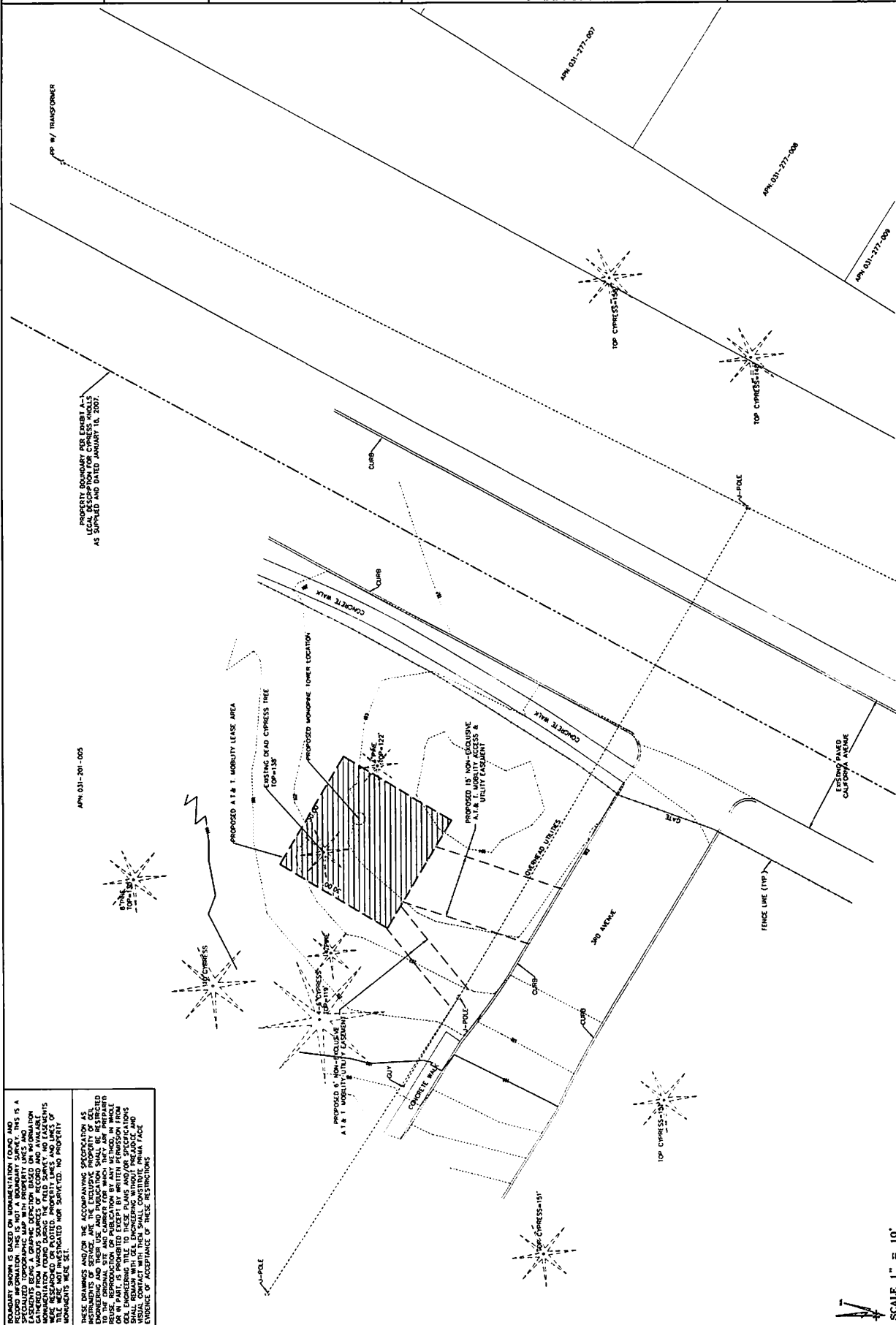
CELL ENGINEERING
— POLYMER — FIBER — COMPOSITES —
1976 NOVEMBER

DEPT	APPROVED DATE	AKC	RE	RF	NI	EE/JN	OP	EE/OUT

[illegible]

DATE OF SURVEY: 09-15-22 SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEL, P.C.E. 14803 BEARING IS BY OR UNDER DIRECTION OF: KENNETH D. GEL, P.C.E. 14803 BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORDED IN THE COUNTY OF MONTECALM, STATE OF CALIFORNIA ELEVATION SHOWN ON THIS PLAN ARE BASED UPON U.S.C.S. MEAN SEA LEVEL DATUM ADJUSTED AREA LEVEL STATION 1629 CONTAINING SUBTRACT 2.76' FROM ELEVATION CONTOUR INTERVAL: 1' CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.	Get Engineering Engineering - Surveying - Planning 10000 Wilshire Blvd., Suite 200 Beverly Hills, California 90233-1015 Phone: (310) 855-0028 - Fax: (310) 823-1509 A.L.R. T. MOSEBITH Project Number/Name: Imjin Parkway Project Site Location: Interstate 10, 80333 Monterey County Date of Observation: 09-15-22 Equipment/Photograph Used is Optical Coordinates Trimble R10plus Per 3d plot processed with Espritdroid Office software. Type of Antenna Mount: Proposed Hexapoda Tower Coordinates Latitude: 36° 40' 13.81" (NAD27) Longitude: 121° 47' 30.05" (NAD27) ELEVATION OF Ground at Structure (NAD83): 103.5 MSL. CERTIFICATION: I, the undersigned, an honest, active, education listed above in the society of a field survey done under my supervision and that the accuracy of these statements will be secured. I, A Standards as required by the State of California, certify that the above statements are true and accurate to the best of my knowledge and belief. Kenneth D. Gel, California PCE 14803	ASSESSOR'S PARCEL NUMBER: 031-201-003 OWNERS: CITY OF MARINA	BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORDED IN THE COUNTY OF MONTECALM, STATE OF CALIFORNIA IS A RECALCULATED TOPOGRAPHIC MAP WITH PROPERTY LINES AND BEARINGS BEING A GRADING DEPICTION BASED ON INFORMATION PROVIDED BY THE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO CASUALMENTS OR MONUMENTATION FOUND DURING THE FIELD SURVEY. NO CASUALMENTS OR MONUMENTATION FOUND DURING THE FIELD SURVEY. NO CASUALMENTS WERE NOT INVESTIGATED NOR BURNED. NO PROPERTY OWNERS WERE SET. FOR ANY DIMENSIONS OR FOR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE ARE, THE EXCLUSIVE PROPERTY OF GEL ENGINEERING AND SURVEYING, INC. ANY AND ALL RIGHTS THEY ARE RESERVED TO THE ORIGINAL AND ANY OTHER WORKS THEY ARE RESERVED TO THE ORIGINAL AND ANY OTHER WORKS THEY ARE RESERVED TO THE ORIGINAL. REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF GEL ENGINEERING AND SURVEYING, INC. IS PROHIBITED. THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEL ENGINEERING WITHOUT PREJUDICE AND WITHOUT LIABILITY TO GEL ENGINEERING AND SURVEYING, INC. FOR ANY REASON OR REASONS. ANY AND ALL RIGHTS THEY ARE RESERVED TO THE ORIGINAL. REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF GEL ENGINEERING AND SURVEYING, INC. IS PROHIBITED. THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEL ENGINEERING WITHOUT PREJUDICE AND WITHOUT LIABILITY TO GEL ENGINEERING AND SURVEYING, INC. FOR ANY REASON OR REASONS. ANY AND ALL RIGHTS THEY ARE RESERVED TO THE ORIGINAL.
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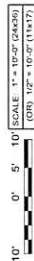
LEASE AREA ENLARGEMENT



SCALE 1" = 10'

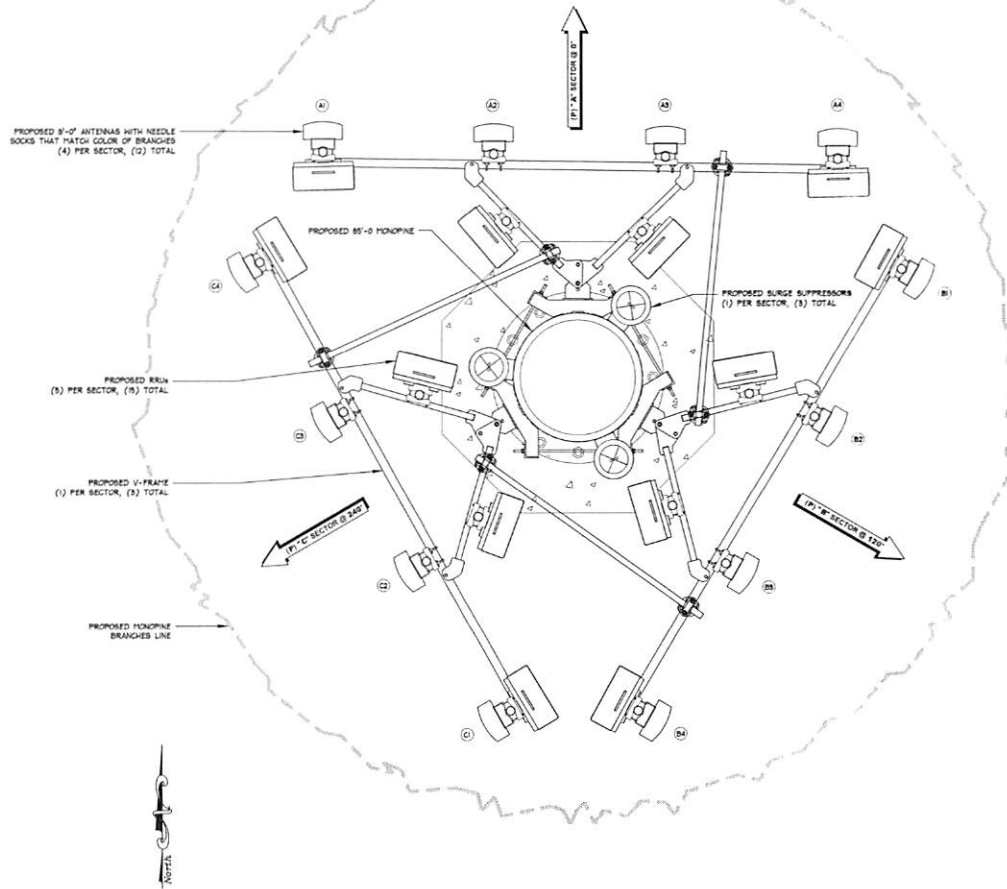
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SCALE: 1"=10'



NOTES:

1. STRUCTURAL ANALYSIS MUST BE PERFORMED ON ALL ROOFTOPS, FLAGPOLES AND TOWER SITES BEFORE INSTALLATION OF MASTS, ANTENNAS, RRHA, SHIELDERS AND CABINETS. REFER TO STRUCTURAL ANALYSIS BY OTHERS. CONTRACTOR SHALL REFER TO STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF STRUCTURE SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.
2. ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA RAD CENTER AND ORIENTATIONS WITH AT&T PRIOR TO INSTALLATION OF ANTENNAS.
3. BRANCHES OF PROPOSED TREE ARE TO BEGIN AT 20'-0" FROM GROUND LEVEL.
4. (3) BRANCHES PER FOOT MINIMUM ON PROPOSED TREE.



SECTOR	ANTENNA TYPE	TECHNOLOGY	NEW ANTENNA AZIMUTH	NEW ANTENNA MODEL NO.	SURGE SUPPRESSOR MODEL NO.	TRANSMISSION CABLE		
						QTY.	LENGTH APPROX.	TYPE
(A)	PROPOSED ANTENNA	-	0°	-	DCS-B-40-24-KC-EV	1	200'-0"	FIBER
(A2)	PROPOSED ANTENNA	-	0°	-	-	1	200'-0"	FIBER
(A3)	PROPOSED ANTENNA	-	0°	-	-	1	200'-0"	FIBER
(A4)	PROPOSED ANTENNA	-	0°	-	-	1	200'-0"	FIBER
(B)	PROPOSED ANTENNA	-	120°	-	DCS-B-40-24-KC-EV	1	200'-0"	FIBER
(B2)	PROPOSED ANTENNA	-	120°	-	-	1	200'-0"	FIBER
(B3)	PROPOSED ANTENNA	-	120°	-	-	1	200'-0"	FIBER
(B4)	PROPOSED ANTENNA	-	120°	-	-	1	200'-0"	FIBER
(C)	PROPOSED ANTENNA	-	240°	-	DCS-B-40-24-KC-EV	1	200'-0"	FIBER
(C2)	PROPOSED ANTENNA	-	240°	-	-	1	200'-0"	FIBER
(C3)	PROPOSED ANTENNA	-	240°	-	-	1	200'-0"	FIBER
(C4)	PROPOSED ANTENNA	-	240°	-	-	1	200'-0"	FIBER

NOTE TO CONTRACTOR:
ANTENNA CLEARANCE AND MOUNTING TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION WITH FINAL ANTENNA SPECIFICATIONS, MOUNTING HARDWARE, AND RF DESIGN. ANTENNA PIPE MOUNT MODIFICATION MAY BE REQUIRED.

01 ENLARGED ANTENNA PLAN @80'-0" RAD CENTER
SCALE: 3/4"=1'-0"

0 3'-0" 1' SCALE: 3/4" = 1'-0" (24x36)
(OR) 3/8" = 1'-0" (11x17)

ENLARGED ANTENNA PLAN

MITCHELL J. ARCHITECTURE, INC.
4444 Marston Court, Suite 20
San Diego, CA 92121
TEL: (619) 594-1140 / FAX: (619) 594-1141



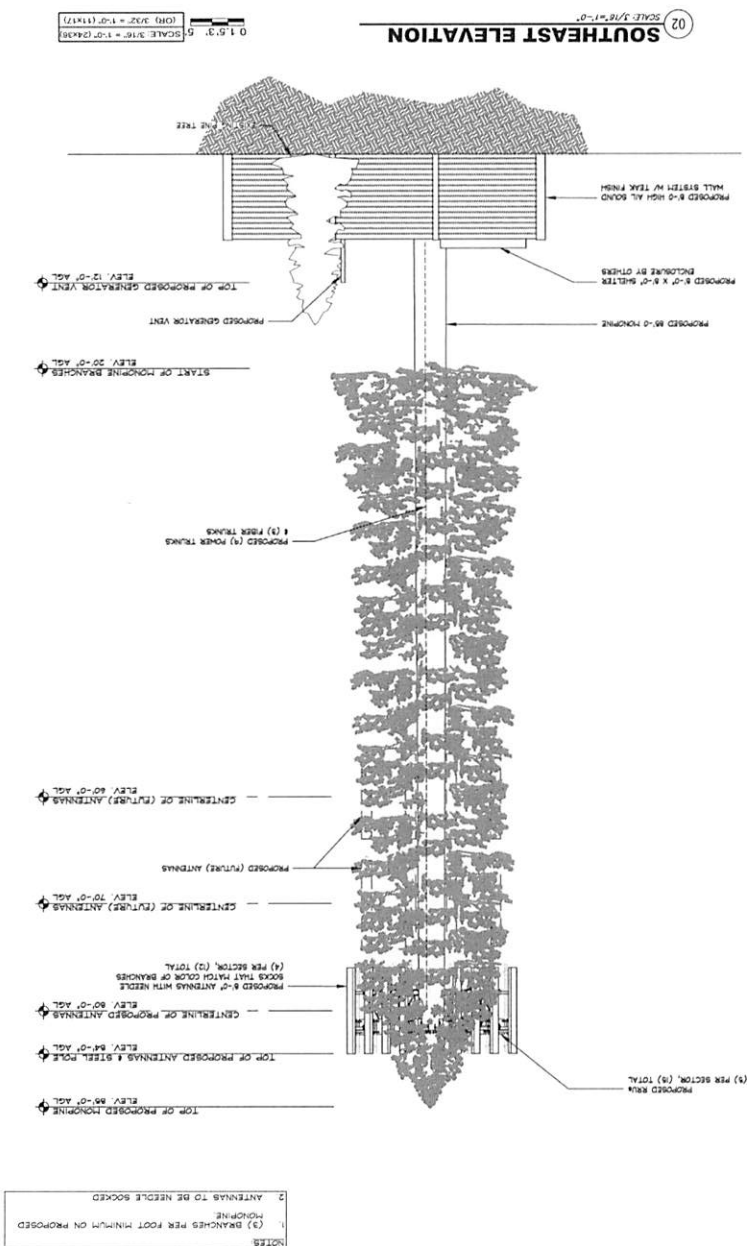
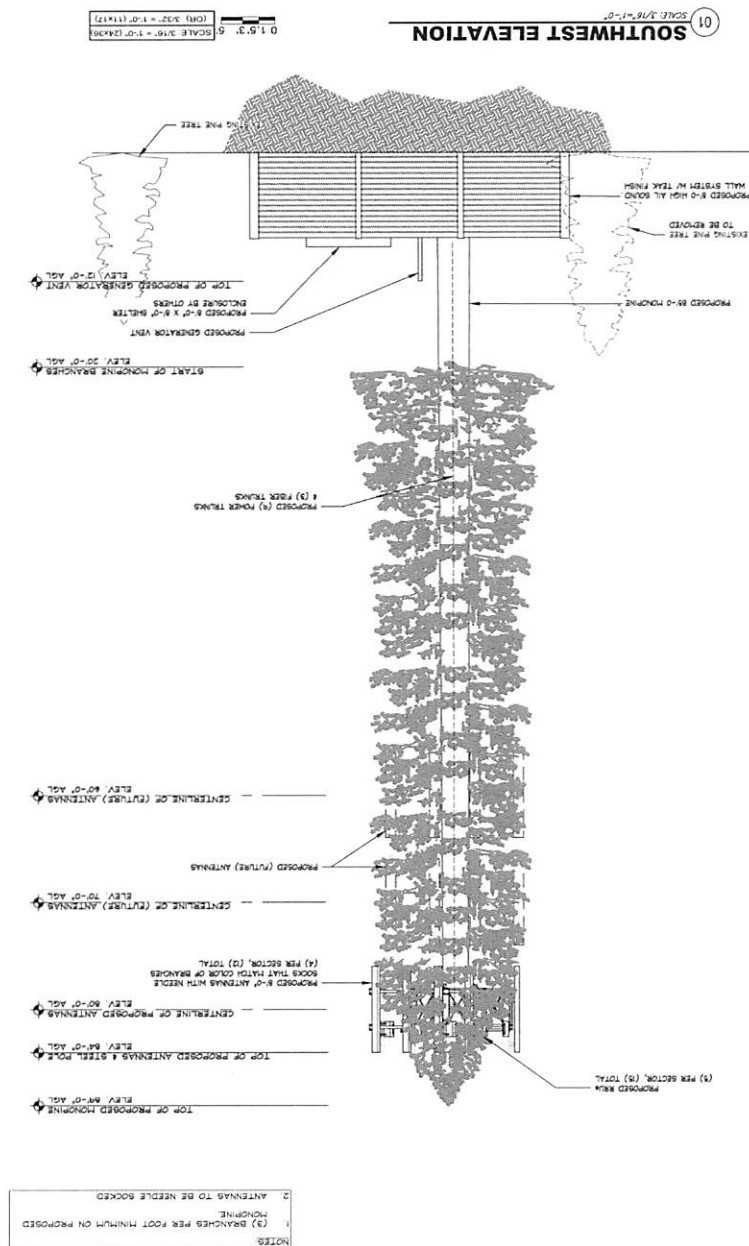
CCL05573
CALIFORNIA AVENUE & IMPERIAL PARKWAY
MARINA, CA 92033

architecture Mitchell J. architecture

Drawn	
Date	
Drawn By	ES
Checked By	gib
Title	AS SHOWN

MITCHELL J. ARCHITECTURE

A-4



architecture

LIB
E-N

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Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO MORNING DAYS BEFORE YOU DIG



300' 0 150' 300' SCALE 1" = 300'-0" (24x36)
(OR) 1/2" = 300'-0" (11x17)

01 ELECTRICAL OVERALL SITE PLAN

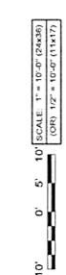
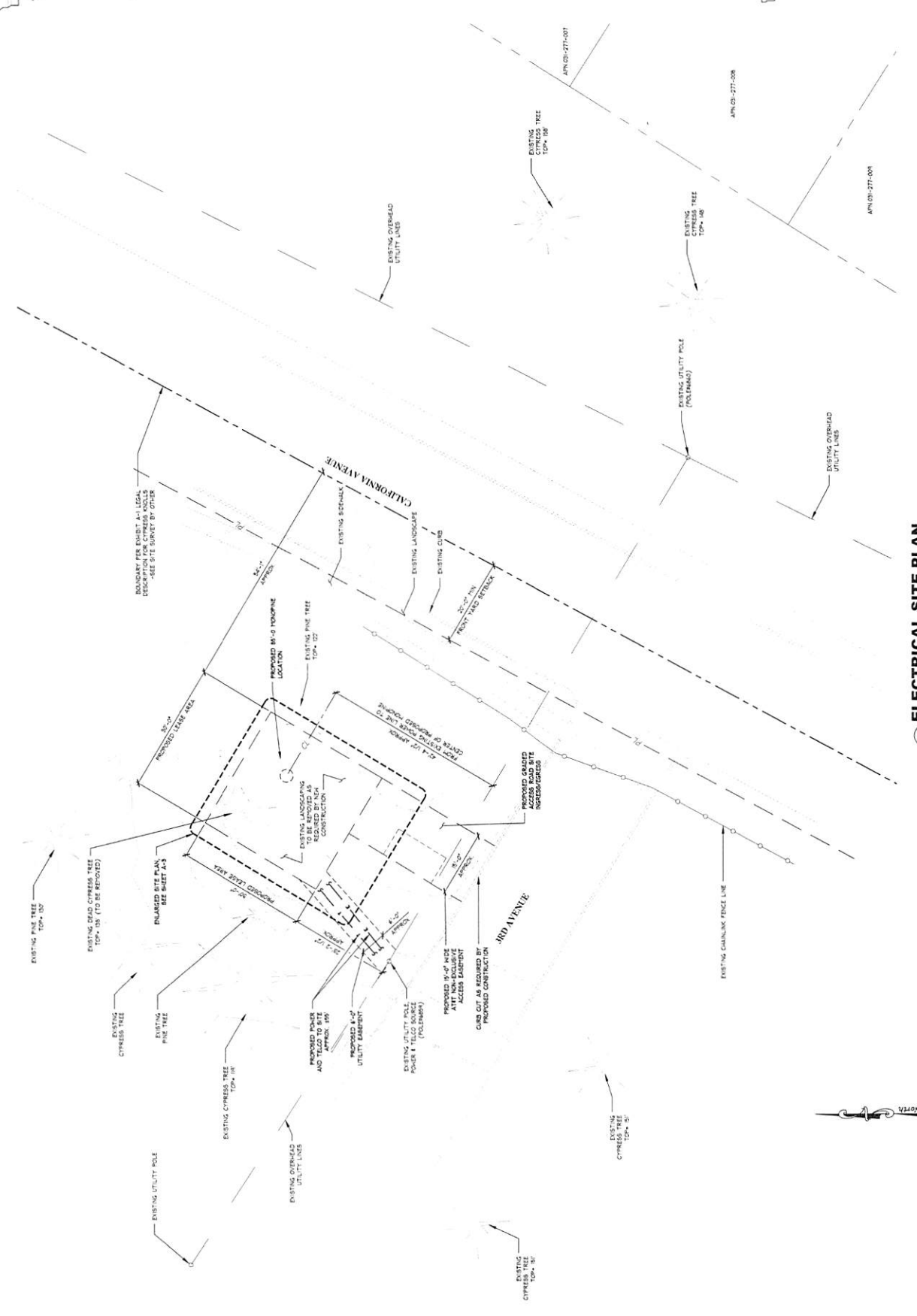
Sheet	1 of 3
Project	125
Client	125
AS SHOWN	



CCL05573
CALIFORNIA AVENUE & BIRD PARKWAY
MARINA, CA 93933

Mitchell J. Architecture, Inc.
4881 Camino del Rio N.
San Diego, CA 92108
(619) 584-0310 (fax) / 584-0310 (tel)

ELECTRICAL SITE PLAN



01 ELECTRICAL SITE PLAN



PANEL SCHEDULE
02 SCALE: NTS

PCRESO 2023-13_Cypress Knolls Wireless Facility_05-25-23

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	Nick Mclroy (nmcilroy@cityofmarina.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Mfde00_AOT913tu9FvDt1LUktst9HA9

"PCRESO 2023-13_Cypress Knolls Wireless Facility_05-25-23" History

-  Document created by Nick Mclroy (nmcilroy@cityofmarina.org)
2023-06-21 - 3:36:41 PM GMT
-  Document emailed to Guido Persicone (gpersicone@cityofmarina.org) for signature
2023-06-21 - 3:38:08 PM GMT
-  Email viewed by Guido Persicone (gpersicone@cityofmarina.org)
2023-06-21 - 9:43:07 PM GMT
-  Document e-signed by Guido Persicone (gpersicone@cityofmarina.org)
Signature Date: 2023-06-21 - 9:44:07 PM GMT - Time Source: server
-  Document emailed to nancyamadeo@gmail.com for signature
2023-06-21 - 9:44:11 PM GMT
-  Email viewed by nancyamadeo@gmail.com
2023-06-21 - 11:47:36 PM GMT
-  Signer nancyamadeo@gmail.com entered name at signing as Nancy Amadeo
2023-06-21 - 11:48:59 PM GMT
-  Document e-signed by Nancy Amadeo (nancyamadeo@gmail.com)
Signature Date: 2023-06-21 - 11:49:01 PM GMT - Time Source: server
-  Agreement completed.
2023-06-21 - 11:49:01 PM GMT



From: [Albert Yu](#)
To: [Nick McIlroy](#)
Subject: Proposed celltower near California and 3rd ave
Date: Saturday, May 20, 2023 9:22:55 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Mr McIlroy,

I am writing to you to express my dissatisfaction with the proposed cell tower on California and 3rd Avenue. My wife and I are physicians and we are well read in the research available. I have spoken to a friend whose father pioneered research on cell tower safety. I am aware that most of the studies available are inconclusive and old. Most have been on 3G, not the new 5G and 5GUW. This is because the federal government stopped doing research on cell tower safety in the 90's so there is no clear evidence that RF radiation does not cause cancer. On the other hand, there was a large study from the US National Toxicology Program in 2018 that found lab rats exposed to RF radiation for a long period of time had a significant increase in a type of heart tumor called a schwannoma and possible increased risk for brain and adrenal gland tumors. Again research in humans is lacking and will continue to be lacking because the industry has no motivation to perform it.

However I do not want to take that risk. You are proposing to build a high powered source of radiation near my home.

You can imagine how unhappy I am to discover this. There is so much uninhabited land in and around Marina. I simply cannot comprehend why this cell tower needs to be located right in the middle of a highly populated developed area.

There was no such disclosure when we bought our home and we certainly would not have bought had we known yet again another cell tower would be built near our home. I don't want the potential risks of prolonged exposure to RF radiation from a high power cell tower. I don't want a 6-7 story eyesore of a cell tower near our community and the negative impact it will have on our home values.

I am asking you to find another location far away from Seahaven. Preferably someplace full of uninhabited land like near CSUMB. There is so much land in Marina. Surely there must be another favorable site in an uninhabited region that will topographically give you what you need. Please strongly consider my request and the concerns of many of us in our community

kind regards,

Albert

From: [CHRIS LEE](#)
To: [Nick Mcilroy](#)
Subject: Objection of Cell Tower in Marina near California and 3rd Ave
Date: Sunday, May 21, 2023 10:30:51 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Nicholas Milroy,

Please note, as a resident of Sea Haven in Marina, I am against the development/construction of a cell phone tower near California and 3rd Ave primarily because of the health concern.

Please do listen to the voices from the local residents and reconsider the decision.

Best regards,
- Chris

From: [Jack Zhang](#)
To: [Nick Mcilroy](#)
Subject: i am against the MONOPINE next to Sea Haven community
Date: Sunday, May 21, 2023 5:01:14 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Nicolas Milroy,

I am a resident of Sea Haven.

I have learned that City of Marina is going to install a monopine in our community of Sea Haven.

I am totally against it for the scientific study have demonstrated that it will negatively impact people's health. So please reconsider this decision. I don't mind living with poor cell coverage.

Thank you for your effort to address this issue and effort to solve the cell coverage problem.

B.R.

Jack

From: [Jacqueline Gonzalves](#)
To: [Nick Mcilroy](#)
Subject: Wireless Facility at Cypress Knoll
Date: Sunday, May 21, 2023 6:47:28 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

My husband and I attended the town hall meeting on May 18th at The Cove and are extremely concerned about the cellular network tower “monopine” the city has decided to allow to be erected within 100 yards of my home. This is clearly on city property as you stated and appears to be a revenue driven decision.

After seeing the monstrosity of the one at Walmart, and knowing exactly where your office plans to put it, we are beginning to wonder what we can do to change your mind?

After the complete brush off regarding our concerns about the 6 tiny garages in the new building your office has allowed, that promises a neighborhood parking nightmare, and now this?

What exactly have we done to offend you? This monstrosity is going to be all I’m going to see out my front windows! This will affect my property values as well as our wellbeing! These type of structures are typically kept out of residential areas due to incompatibility with residential space and character. Why can’t it be relocated to the area where the new fire station is going to be built? This is a much higher elevation and should cover the areas in question. This is also city property. The area is elevated and the fire department could use the tower for their 2 way communication devices!

Has your office considered alternatives? Or are we just getting the jabby end of the stick?

Most cellular towers are built on commercial property so as to not interfere with residential quality of life.

This is a longstanding practice.

Please reconsider your decision.

Thank you,

Jacqueline Gonzalves
Sea Haven Resident
209-769-7995

From: [Linda Szkoropad](#)
To: [Nick Mcilroy](#)
Subject: Sea Haven impact
Date: Sunday, May 21, 2023 8:46:25 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I went to the meeting you had at Sea Haven a couple of days ago, thank you for your time.

I feel there are two issues that put my family at risk, I really need to share them and I feel you can help

1. The right turn off California to SH on Marina Heights is so tight and comes so suddenly that I've almost been rear-ended several times! It's 40 mph and people don't care that I have my signal light on. There needs to be a separate turn lane for that sudden right turn.
2. The lack of environmental impact the proposed cell tower may have on a populated area. Even T-mobile warns those using their cell boosters are exposed to cancer causing radio waves. A tree of this height belongs in a wooded area surrounded by other high trees, it will stand out like a sore thumb. There has to be a better solution. I will never buy a house near such a tower, or PGE substation, nobody will and we were NOT warned this was coming. We are not all able to come to these meetings, not enough info was given before it was approved????

Thanks for reading this!

Linda and Bo Szkoropad
Sea Haven residents since 2019

From: [Nesreen khraisha](#)
To: [Nick Mcilroy](#)
Subject: proposed wireless monopine
Date: Saturday, May 20, 2023 10:59:03 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear City of Marina,

I am writing to express my deep concern regarding the proposed construction of a cell tower next to my house. As a resident of this community, I believe it is my duty to voice my concerns about the potential health risks associated with exposure to the radiation emitted by these towers.

Numerous studies have linked long-term exposure to electromagnetic radiation to an increased risk of cancer, as well as neurological and reproductive problems. Furthermore, I am concerned about the potential impact on property values in the area, which may decline as a result of the construction of this tower.

I urge you to consider the community's health and safety above all else and to look for alternative locations for the tower. I appreciate your attention to this matter and would welcome the opportunity to discuss this issue further.

Sincerely,
Nesreen Khraisha, MD

From: [Robert Biederman](#)
To: [Nick Mcilroy](#)
Subject: Cell Tower
Date: Friday, May 19, 2023 8:09:18 PM
Attachments: [image0.png](#)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon Sir.

My name is Robert Biederman and I live in the Sea Haven community. I am writing to say that I fully agree and support your decision to place a cell tower at the corner of California Ave and 3rd St.

I feel this will ultimately make a lot of people happy not only in Sea Haven, but also the surrounding communities. Cell reception is pretty bad here and I have been waiting for a new tower to go up.

There is one in the Sea Haven community that is trying to get everyone to send you an email saying to move the location as it will affect her house value, nothing else. Please disregard these emails as we desperately need a new tower. I have attached what she is writing.

Thank you for your time.

Respectfully

19:58



<  **Sea Haven Resident Community** ...
 Viktoria Devinova Hill · 43m · 📷

the wildlife in there, hmmm 😊 Also I don't think we all realize how tall it's going to be and seen from many directions in Sea Haven. From my real estate professional experience it may affect the value of the homes especially those on Arido Way. Don't get me wrong, I'm all up for having better wireless connection and placing this tower but I disagree with the proposed location and hope there are many others of you who are too especially those who live on Arido Way. I encourage you to send email to Nicholas Milroy, Interim Sr. Planner at nmcilroy@cityofmarina.org expressing your concerns and asking to reconsider the proposed location of this tower. I've done it already 🙏



Rules

 Write a comment...   



Home



Watch



Marketplace



Profile



Notifications



Menu

Robert Biederman
 US Army Retired

From: [Viktoria Hill](#)
To: [Nick Mcilroy](#)
Subject: Wireless monopine tower in Marina petition
Date: Friday, May 19, 2023 7:21:27 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Nicholas,

Thank you so much for your time on sharing Marina plans with the Sea Haven neighbors at the Cove last night. Much appreciated!

I'm writing to express my concern on the proposed wireless monopine tower location. I know you mentioned that it's safe for health and yet you said that it would affect the wildlife if placed further in the Cypress Knolls area. It sounds contradictory.

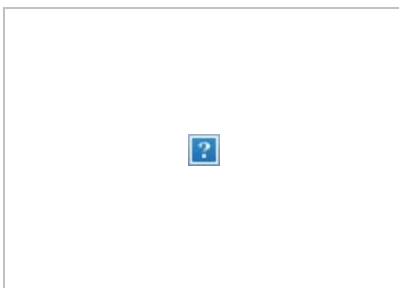
From my real estate professional experience, it may also affect the values of the homes close to it including my own. I wish I was aware of the fact that there will be this tower close to my house when I was buying it. Not sure whether the city had any other meetings with the citizens prior to yesterday's one discussing the location of this tower.

I'm highly opposed to the proposed location and kindly ask you to reconsider it.



Viktoria Hill
Real Estate Agent
DRE #01889081
Cell: 415-368-2596
Email: vhill.realestate@gmail.com

[See my 5-star reviews](#)



From: [Kathy Cook](#)
To: [Nick McIlroy](#)
Subject: Cell Tower on California
Date: Monday, May 22, 2023 12:34:29 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Nick,

I write to you as a concerned citizen that such a large cell tower will be located so close to so many homes and a nearby high school on California.

There seems to be a lot of unknowns regarding the safety of these towers. A few years ago in the City of Ripon, CA there was a large cell tower near an elementary school and they had a childhood cancer cluster. They removed the tower. I don't know if they determined the cause but with so many still undeveloped areas nearby, couldn't it be placed away from homes and schools as a safety precaution?

Thank you for your help.

Kathy Cook
209-765-6132

From: [Linda Vrabel](#)
To: [Nick McIlroy](#); [Alyson Hunter](#)
Cc: kybiala@icloud.com; [Liesbeth Visscher](#); [Brian McCarthy](#); [Cristina Medina Dirksen](#); [Bruce Delgado](#); [Layne Long](#)
Subject: Comments on Proposed Wireless Facility on Cypress Knolls Property
Date: Monday, May 22, 2023 7:54:05 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear City Officials:

Please deny the permit for the proposed wireless facility on Cypress Knolls Property in its entirety since the structure is incompatible with residential areas. I am a proponent for additional cell phone towers in Marina so that we all have better Cell Service but not at the expense and health of the City's residents and of the City's residents home values. Please consider the following comments and rationale presented to deny this request as submitted.

Additionally, Please require the cell phone tower be constructed at an alternate location that is in a suitable area (commercial, industrial, or at the vast openspace at CSUMB. This cell tower needs not to be constructed in a Residential area in our community. As a resident of Maria, I don't want increased health risks, potential or not. As a resident of Marina I don't want a 6-7 story eyesore of a cell tower near our precious residential community. I don't want the negative impact this Cell Tower will have on our home values. There must be many better suited alternative locations that are not in the Cypress Knolls residential community.

Comment 1: Health and Safety Concerns

The City of Marina stated during the Sea Haven meeting on Thursday May 18, 2023 that the City does not regulate Cell Towers. As such the City is negligent in its duties. On Mar 10, 2023 — Damage to key PG&E transmission lines in Monterey were to blame for massive power outage in Seaside. This power outage also affected my cell service and my internet service in Marina. I was without cell service and internet service for at least 4 hours. In the event of an emergency I would not have been able to contact 911. The City of Marina must consider Cell Service Infrastructure a health and safety issue in the future and regulate Cell Service. The City must develop safe measures to guarantee Marina residents have 24/7 access to 911.

Comment 2: Better Suited Alternative location in an industrial or commercial or CSUMB location

The City of Monterey developed an ordinance to regulate Cell Towers in their community (refer to Monterey Municipal Code 38-112.4 Wireless Communications Facilities. Wireless companies looking to install cell towers are directed to the city's

industrial and commercial areas. The ordinance says residential neighborhoods would be the last option to build a cell tower.

Sec. 38-112.4.D.2.b. Wireless Communications Facilities.

(iv) Except in the case of an emergency, the temporary wireless communications facility is not proposed for a residential zoning district (i.e., R-E, R-1, R-2, R-3 and any PC zone not governed by a specific plan).

This ordinance is very wise and is also considerate of their resident's health and their resident's home values. The City of Marina should follow the City of Monterey's lead and approve the construction of this proposed cell tower only at an alternate commercial, industrial, or at the CSUMB. There is SO MUCH uninhabited land in and around Marina. I simply cannot comprehend why this cell tower needs to be located right in the middle of a highly populated Residential area.

Comment 3: Height of Cell Tower is incompatible when compared to surrounding structures and surrounding trees

Generally, the City encourages planting trees that will form tall canopies, which will moderate wind intensity, add attractiveness to the city. However, this 90 foot cell tower that does not look like a tree will not add attractiveness to the City of Marina. A 90 foot structure will become an eyesore for decades. I believe most of the homes in Marina have an average height of 1 story building (9 to 10 feet tall) or a 2-story building (18 to 20 feet tall). While the Dunes are currently building many three story structures (30 to 35 feet tall).

Tree species that will grow into mature specimens with substantial height and mass should be included in landscape designs. A stand alone tree structure is incompatible with the City's tree criteria. The City encourages planting trees that will form tall canopies, which will moderate wind intensity, add attractiveness to the city, and provide wind protection, which is necessary for more diversified and attractive landscape plantings in the future.

The City of Marina's RECOMMENDED LIST OF PREFERRED TREES follows. This list shows the height and the wind tolerances where 5 is the best.

Eriobotrya japonica Loquat 15-30 with wind tolerance of 3
Callistemon citrinus Lemon bottlebrush 20-25 with wind tolerance of 1
strawberry tree 20-35 with a wind tolerance of 4
Casuarina stricta coast beefwood 20-35 with wind tolerance of 5
Arbutus 'Marina' strawberry tree 20-35 with wind tolerance of 2
Corynocarpus laevigata New Zealand laurel 20-40 with wind tolerance of 2
Eucalyptus polyanthemos Silver dollar gum 20-60 with wind tolerance of 4
Eijera Parviflora Australian willow 25-30 with wind tolerance of 1
Eucalyptus ficifolia red flower gum 30-40 with wind tolerance of 5
Eucalyptus nicholii Willow-leaf peppermint 30-40 with wind tolerance of 5
Cinnamomum camphora camphor tree 30-50 with wind tolerance of 3
Brachychiton poulneus bottle tree 30-50 with wind tolerance of 2
Ginkgo biloba maidenhair autumn gold 35-50 with wind tolerance of 1

Casuarina cunninghamiana river she-oak 40-70 with wind tolerance of 4
Cupressus Macrocarpa (2) Monterey cypress 50-80 with wind tolerance of 5
Eucalyptus viminalis Manna gum 100-150 with wind tolerance of 4

As one drives around the City of Marina one can see the general height of trees in Marina is well under 90 feet. The result of a cell service tower that is taller than most of the surrounding structures and taller than most of the surrounding trees must be deemed incompatible. The cell service tower will be seen in most directions for 4000 feet. That is almost one mile. This cell service tower will be an eyesore and for which Marina California will become known. Similar in nature to the industrial look of the Moss Landing Stacks (500 feet) but much shorter. It seems logical to build three separate smaller cell towers that are compatible with their surroundings.

Will Marina be stuck with a 90 foot cell service tower in a Residential area for decades?

Comment 4: Require a Cluster of Smaller Artistic Cell Towers not a Tree nor a Water Tank

To state the choices, a water tower or a tree, the City of Marina has been offered is unacceptable. Consider thinking out of the box. The City of Seaside installed an artistic cell structure in a commercial area. Please contact them for ideas and recommendations. Or Surf a bit for some interesting ideas. Here are some examples of cell towers on the internet.



Attention creative wireless site planners: ***A truly twisted cell tower has risen from a mesa in Albuquerque, New Mexico.*** This uniquely designed multi-carrier cell tower constructed in the Mesa del Sol area in Albuquerque, New Mexico, just south of the airport. The architect for this site is Dekker/Perich/Sabatini. This site isn't quite complete, but it should raise the level of the discussion regarding turning cell sites into artistic visions. The anchor tenant at the site is Verizon Wireless. The site can handle up to seven carriers.



An American Flag



A bell tower



An Art Installation

Comment 5: Negative impact on Sea Haven home values.

Transmissions from nearby high voltage power lines and cell towers are concerning to many people and reduce property values. One realtor in the City of Marina stated that buyers are turned off by the presence of power lines and cell towers. Prospective buyers will turn around once seeing any electricity or wire pole anywhere close to a house especially when buying a house over \$1M.

Our society has been inundated with misinformation. As a result one expert may say it's ok but residents may not believe the expert. Especially if another expert says the exact opposite. Why put Marina Residents at risk? Required the cell provider to find an alternate non residential location.

Comment 6: Disclosure

I am gravely concerned about disclosure. This project did not have a public notification process. If I knew that a cell tower would be constructed within the vicinity of my home, I would not buy it. I wish the potential placement of this cell tower had been disclosed to me prior to buying my home in 2021.

Conclusion

Our community really needs more Cell towers to enhance our cell signal but not at the expense of our residents. A suitable area must be required that meets the needs of our community and of the City of Marina. Please deny this project as submitted because a 6-7 story cell tower tree will be an eyesore near our precious community that I do not want to endure.

I apologize for the lack of timeliness of these comments. Unfortunately, I only heard of this project at a meeting to introduce the City's General Plan last Thursday.

Respectfully submitted.

Linda Vrabel
476 Hood Way
Marina Ca 93933

From: [Minh Dao](#)
To: [Nick Mcilroy](#)
Subject: Wireless tower game Monopie fake tree
Date: Monday, May 22, 2023 9:00:39 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Mr. Milroy,

We are Minh Dao and Giao Tran residents at 3003 Arido Way, Marina CA 93933. We are writing this email to ask you to consider moving the tower that you planned to have it build right behind our back yard to a different location. Somewhere that not near the residential area. Have you ever concern for public health? I have been working as RF design engineer for more than 30 years, I have done tremendous RF radiation leakage and SAR test on cellular. And I know how strong the field was, even at the mobile unit level. For short term, of course, you never see the affect but for long term it will harm you badly. So please, don't put public health at risk. Other cities, I didn't see they planned next to residential area. Most of them along high way or wide street away from residential. Why don't you planned to have it at California/Imjn corner?

Once again, we ask you not to consider at current location.

Best Regards,
Minh Đào

From: [Michael Blanco](#)
To: [Nick McIlroy](#); [Cristina Medina Dirksen](#)
Subject: Proposed Cell Tower
Date: Tuesday, May 23, 2023 10:46:23 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning Nicholas and Cristina,

It has been brought to our attention that a Cell Tower is being proposed to be installed across the street from the Sea Haven Community in Marina, CA. The residents of Sea Haven do not want the proposed cell tower near our homes due to the potential long term health hazards this will have on our community (not just wildlife).

There have been global case studies conducted (Kumar, 2013; Levitt & Lai, 2010; Pachau & Pachau, 2013) about the harmful environmental impacts of cell towers radiofrequency radiation (RFR) on the human body. Researchers have found that (RFR) has the potential to cause cancer, tumors, skin rashes, neurological disorders such as dizziness, headaches, memory loss and many other severe illnesses when placed near populated areas. We do not want cell towers that emit (RFR) near our homes.

As our city leaders, it is my hope you take our concerns into serious consideration and look for other remote locations for the proposed cell tower.

Sincerely,
Dr. Michael Blanco

Cell Phone: (408) 859-8293
Email: mdblanco@usfca.edu

From: [Amanda Chung](#)
To: [Nick Mcilroy](#)
Subject: Relocation of 5g tower away from schools and neighborhoods
Date: Wednesday, May 24, 2023 2:59:38 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Nicholas Milroy,

I am not one to complain , but I feel strongly enough to say that I would like you to reconsider the location of the 5g Tower.

I understand that not enough data has been collected to say that these 5g towers are dangerous are not, but why should Marina families be used as a test subject?

1) The tower is proposed to be located on a walkway to two of Marina's Schools. On the way to both Crumpton Elementary and Marina High.

2) The tower is proposed to be located in the middle of the suburbs.

Marina has much more landscape away from local neighborhoods and schools. Please reconsider a different location.

Thank you,
The Chung Family

From: [fernando.gutierrez](#)
To: [Nick McIlroy](#)
Cc: [F. Gutierrez](#)
Subject: CONDITIONAL USE PERMIT NO. CUP22-02
Date: Tuesday, May 23, 2023 3:56:46 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Nicholas McIlroy,

I won't make this email too long. I am opposed to the approving a Conditional Use Permit No. CUP22-02 to construct a new eighty-nine foot tall "monopine" wireless facility located in the Cypress Knolls property at California Ave and 3rd Ave.

I believe and know that if the "89' monopine" is built at that location, it will directly impact the home property values (decrease) located at Sea Haven, of which I live in. I do not want my home value decreased because of something that can be relocated to another location where it is not visible from homes located directly across the street on California Ave. A possible location would be on the SE corner of Imjin Pkwy and California Dr. That is not too far from the proposed current location.

My other concern is the close proximity to Sea Haven Resident homeowner's health. Numerous studies have linked long-term exposure to electromagnetic radiation to an increased risk of cancer, as well as neurological and reproductive problems.

Thank you for your time,

Fernando Gutierrez
fgutierrezg@att.net

From: [Ramon Gonzalez](#)
To: [Nick Mcilroy](#)
Subject: 89 mono pine location
Date: Wednesday, May 24, 2023 2:31:34 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

My name is Ramon Gonzalez I'm a resident of the Sea Haven community. My address is 3017 Arido way in Marina and I strongly disagree with the location proposed from the city regarding the 89 mono pine location.

I oppose this measure.

Ramon Gonzalez
3017 Arido Way
Marina Ca 93933

Sent from my iPhone

From: [Guido Persicone](#)
To: [Karen Nitenson](#); [Nick McIlroy](#)
Subject: FW: Tower Cell
Date: Wednesday, May 24, 2023 8:45:27 AM

From: RICHARD TRAVERS <adicktravers@gmail.com>
Sent: Tuesday, May 23, 2023 10:10 PM
To: Guido Persicone <gpersicone@cityofmarina.org>
Subject: Tower Cell

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Lets get it done. The current situation sucks.

From: [Ryan Bland](#)
To: [Nick McIlroy](#)
Subject: Proposed Wireless Monopine @ Sea Haven
Date: Tuesday, May 23, 2023 3:54:03 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Nicholas,

I am a resident of Sea Haven and was made aware of the proposed plan to place the wireless Monopine on the intersection of California and 3rd. I am curious to further understand why this location was chosen and have my own concerns about the placement in which you initially proposed. I strongly ask that you reconsider finding an alternative area to place the Monopine that would be less intrusive and impactful to the residents of Sea Haven.

Thank you for your consideration,

Ryan

--

Ryan Bland
Mobile: (919) 594-8630
Email: ryan.n.bland@gmail.com

From: [TC Clark](#)
To: [Guido Persicone](#); [Alyson Hunter](#); [Nick McIlroy](#)
Cc: [Liesbeth Visscher](#); [Coleen Clark](#)
Subject: Proposed cell tower on California Ave.
Date: Tuesday, May 23, 2023 3:05:25 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello,

I'm writing as a Sea Haven resident to oppose the construction of the proposed 89' cell tower at California Ave & 3rd Ave. The photo elevations provided in the proposal show this to be an overwhelming eyesore and looks totally out of place at that location. It is almost twice as high as any other "tree" around it and thus it severely impedes one of Sea Haven's finest amenities: Westerly sky views, especially during twilight hours. It is the feeling of many residents that this enormous structure will not only effect quality of life for residents but will also impact property values.

While it is true that the city needs better overall cell reception, I'm sure a compromise can be found that can service that need while not negatively impacting the lives of thousands of residents.

Please reconsider,
Tom Clark
Arido Way, Marina

From: [Linda Vrabel](#)
To: [Nick Mcilroy](#)
Subject: Re: File Review 90 foot Cypress Knolls Cell Tower Facility
Date: Tuesday, June 6, 2023 11:47:24 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thank you.

Sent from my iPhone

On Jun 6, 2023, at 11:24 AM, Nick Mcilroy <nmcilroy@cityofmarina.org> wrote:

Good morning Linda,

If you would like to submit a Public Record's Act request, please visit our website for more information: <https://www.cityofmarina.org/91/Public-Record-Request>. Please note that we can only provide City of Marina related documentation.

Sincerely,

Nick McIlroy
Interim Senior Planner

<!--[if !vml]-->
<image003.jpg>
<!--[endif]-->**City of Marina**

211 Hillcrest Ave
Marina, CA 93933

Direct: 831-884-1217
Office: 831-884-1220
Fax: 831-384-0425

Nick

From: Katherine Biala <kybiala@icloud.com>
Sent: Tuesday, June 6, 2023 11:03 AM
To: Linda Vrabel <lindasvrabel@gmail.com>
Cc: Nick Mcilroy <nmcilroy@cityofmarina.org>; Guido Persicone <gpersicone@cityofmarina.org>; Alyson Hunter <ahunter@cityofmarina.org>; Layne

Long <llong@cityofmarina.org>

Subject: Re: File Review 90 foot Cypress Knolls Cell Tower Facility

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Linda, I would suggest that you watch the lengthy Planning Commission deliberations on the topic on May 25 at:

<https://videoplayer.telvue.com/player/AWBnUCvvx6cKD1BrvIIZX31orwnnR9JL/videos?search=marina%20Planning%20Commission>

Many of your questions were addressed at that meeting. Thank you for your interest.

Kathy

Kathy Biala

kybiala@icloud.com

cell: 831-242-0023

3012 Crescent St.

Marina, CA 93933

On Jun 6, 2023, at 10:08 AM, Linda Vrabel <lindasvrabel@gmail.com> wrote:

Good Morning Nick,

Please help me understand the City's review process for choosing of site of the Cypress Knolls Monopine cell tower facility?

What criteria had to have been meet for approval of this project?

What was the reasoning for this exact location and height?

Were alternative sites proposed or available? If so what were they?

Was this proposed towers' efficiency taken into account since it will be constructed in a low lying area?

How do I apply for the Freedom of Information Act in the City of Marina to review all of this project record's including but not limited to: letters, emails, plans and specs, draft designs, meetings notes, meeting records, phone call records, owner safety records of the other projects of this caliber, etc.

Are there any other towers this high in the County.

Thank you,
Linda Vrabel

Sent from my iPhone

On Jun 6, 2023, at 9:10 AM, Nick Mcilroy
<nmcilroy@cityofmarina.org> wrote:

Good morning Linda,

The lease for the wireless facility in Cypress Knolls has not been scheduled yet. Please check the agenda center periodically to see when it is scheduled for City Council: <https://www.cityofmarina.org/AgendaCenter>. For your information, the City Council will not be considering the design or any other aspects of the use permit. They will only be considering the land lease.

Sincerely,

Nick McIlroy
Interim Senior Planner

On Jun 4, 2023, at 10:01 PM, Linda Vrabel
<lindasvrabel@gmail.com> wrote:

Dear City Officials, Planning Commissioners, and planning staff:

I understand AT&T's request to permit a 90-foot Monopine cell tower, six to seven stories tall, in Cypress Knolls recently passed with a vote of 4 for and 3 against. Unfortunately, the Planning Commission's approval of the permit to install this Wireless Communications Facility was short sighted.

Please take action to relocate this cell tower to a nonresidential location before a lease agreement is signed. A brief synopsis of reasons to relocate this very important project follows.

- * The decision to locate the cell tower in a Residential Zoned area will set a precedent, thus making it harder to keep Wireless Communications Facilities out of residential areas in the future. Plus other nearby communities have already done so.

- * The carrier should not be allowed to build this tower in a residential area until that carrier has demonstrated that there are no other options such as features, structures, or locations that can accommodate this wireless carrier's cell tower.

- **Suitable features/ structures include: rooftops, water towers, hillsides or hilltops, hotels, health facilities, publicly owned properties including State, Federal or City facilities, Park Settings, and/or the new commercial building by the promenade, etc.

- ** Consider the southeast corner of Imjin and California Avenue. The hill provides height and existing communication facilities are present. Plus retail is planned nearby. Perhaps this location would help reception near Target.**

- * The proposed project site in Cypress Knolls is a low-lying area rendering this cell tower inefficient. Whereas, relocating to a higher elevation would produce better results in service. Relocate this tower to a more efficient industrial or a commercial zone.

- * The City of Marina should consider preparing regulations pertaining to wireless communication facilities by developing standards and establishing ground rules for tower placement. Standards should address compatibility issues between locations of wireless infrastructure and existing lands uses, compatibility with community character, and height.

- * Cell Tower(s) should not be allowed in Residential Areas until the City of Marina has an ordinance that prescribes suitable zoning districts for the location of wireless communication facilities.

- * Consistent Regulation of Wireless Communications Facilities will then make it easier for Businesses to install these towers in a consistent cost-effective

manner. Plus it is my understanding a monopine is more expensive to build.

- * Sea Haven has poor cell reception and it has been mentioned that building the wireless communication facility at Cypress Knolls will not help cell reception in either Sea Haven or along Highway 1. It negatively impacts Sea Haven and Cypress Knolls residents!

- * The City of Marina must regulate adequate Cell Service Infrastructure to guarantee Marina residents have 24/7 emergency access such as 911. Most residents no longer have hard wired phones.

- * One 90-foot Monopline visible for almost a mile destroys our city's skyline and serves as an unintentional landmark.

- * Limit the height of this Wireless Communications Facility to maintain our City's skyline(s) and ensure compatibility with our community's character. Many Sea Haven Residents paid dearly for lots with views. Once this structure is built and is within their line of sight these residents will be most unhappy.

- * This cell tower is two to three times as tall as nearby buildings and trees found in Marina. There is still time to reduce the height of this cell tower's height to make it compatible with trees and buildings existing within the City of Marina.

- * There is no provision for the removal after its life cycle.

- * As per the American Cancer Society, cell towers increase the risk of health hazards such as headaches, memory loss, congenital disabilities, and cardiovascular stress. Many studies also suggest cell towers lead to cancer.

* *

<https://www.cancer.org/content/dam/CRC/PDF/Public/6645.00.pdf>

Does the City of Marina want an added potential for lawsuits based on negative health affects with a Residential cell tower?

This is probably a valid reason why towers are located in commercial, industrial or expansive undeveloped rural areas.

- * Home values will be degraded, and our home values provide tax base and revenues that fund city operations.

- * An artistic or appealing structure would ensure compatibility with our community's character.

- * Lack of Notice Requirements did not allow residents sufficient time to comment.

* There is insufficient time for Concerned residents of Sea Haven to begin the 10-day appeal process.

Unfortunately, the City of Marina planners were not interested in hearing the opinions of Sea Haven Residents. Instead, our opinions and concerns were not valued, and our comments were minimized and nullified. Why did the planners bring up this topic when our neighborhood will not even benefit with improved cell reception. The fact that we had the meeting implied the tower would help us. Please help the Citizens of Marina by relocating this cell tower to a commercial or industrial area, to publicly owned properties including State, Federal or City facilities, or to the vast rural/open spaces in Marina.

This is a very important project. I am a proponent for additional cell phone towers in Marina so that we all have better Cell Service. However, the carrier must demonstrate that no features or structures can accommodate this wireless carrier's equipment prior to constructing this wireless communication tower in Cypress Knolls proposed residential area and the Sea Haven neighborhood.

As the City of Marina updates its Master Plan, please research all existing wireless telecommunication facility information. Please identify possible terrain data, and other related technical data to help with the best possible placement of future cell towers. This information could then be used to design a Master Wireless Plan. This plan would be a useful tool showing where existing coverage gaps exist and could be used as a planning tool.

The City of Marina must plan with all residents in mind to help this City thrive.

Respectfully submitted.

Linda Vrabel
476 Hood Way Marina Ca 93933

From: [Linda Vrabel](#)
To: [Bruce Delgado](#); [Cristina Medina Dirksen](#); [Liesbeth Visscher](#); kybiala@icloud.com; [Brian McCarthy](#); [Alyson Hunter](#); [Layne Long](#); [Nick McIlroy](#); nancy.amadeo@gmail.com; glenn.woodson@gmail.com; hyunsoohur@gmail.com; vijacobsen@yahoo.com; srsurinder@aol.com; [John Richard](#); aleolani.aw@gmail.com
Subject: Before Lease is Finalized Consider Relocating 90 foot Cypress Knolls Cell Tower to Commercial, Industrial, or Publicly Owned Space
Date: Sunday, June 4, 2023 10:01:46 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear City Officials, Planning Commissioners, and planning staff:

I understand AT&T's request to permit a 90-foot Monopine cell tower, six to seven stories tall, in Cypress Knolls recently passed with a vote of 4 for and 3 against. Unfortunately, the Planning Commission's approval of the permit to install this Wireless Communications Facility was short sighted. Please take action to relocate this cell tower to a nonresidential location before a lease agreement is signed. A brief synopsis of reasons to relocate this very important project follows.

- * The decision to locate the cell tower in a Residential Zoned area will set a precedent, thus making it harder to keep Wireless Communications Facilities out of residential areas in the future. Plus other nearby communities have already done so.

- * The carrier should not be allowed to build this tower in a residential area until that carrier has demonstrated that there are no other options such as features, structures, or locations that can accommodate this wireless carrier's cell tower.

- **Suitable features/ structures include: rooftops, water towers, hillsides or hilltops, hotels, health facilities, publicly owned properties including State, Federal or City facilities, Park Settings, and/or the new commercial building by the promenade, etc.

- ** Consider the southeast corner of Imjin and California Avenue. The hill provides height and existing communication facilities are present. Plus retail is planned nearby. Perhaps this location would help reception near Target.**

- * The proposed project site in Cypress Knolls is a low-lying area rendering this cell tower inefficient. Whereas, relocating to a higher elevation would produce better results in service. Relocate this tower to a more efficient industrial or a commercial zone.

- * The City of Marina should consider preparing regulations pertaining to wireless communication facilities by developing standards and establishing ground rules for tower placement. Standards should address compatibility issues between locations of wireless infrastructure and existing lands uses, compatibility with community character, and height.

- * Cell Tower(s) should not be allowed in Residential Areas until the City of Marina has an ordinance that prescribes suitable zoning districts for the location of wireless communication facilities.

- * Consistent Regulation of Wireless Communications Facilities will then make it easier for Businesses to install these towers in a consistent cost-effective manner. Plus it is my understanding a monopine is more expensive to build.

- * Sea Haven has poor cell reception and it has been mentioned that building the wireless

communication facility at Cypress Knolls will not help cell reception in either Sea Haven or along Highway 1. It negatively impacts Sea Haven and Cypress Knolls residents!

- * The City of Marina must regulate adequate Cell Service Infrastructure to guarantee Marina residents have 24/7 emergency access such as 911. Most residents no longer have hard wired phones.

- * One 90-foot Monopline visible for almost a mile destroys our city's skyline and serves as an unintentional landmark.

- * Limit the height of this Wireless Communications Facility to maintain our City's skyline(s) and ensure compatibility with our community's character. Many Sea Haven Residents paid dearly for lots with views. Once this structure is built and is within their line of sight these residents will be most unhappy.

- * This cell tower is two to three times as tall as nearby buildings and trees found in Marina. There is still time to reduce the height of this cell tower's height to make it compatible with trees and buildings existing within the City of Marina.

- * There is no provision for the removal after its life cycle.

- * As per the American Cancer Society, cell towers increase the risk of health hazards such as headaches, memory loss, congenital disabilities, and cardiovascular stress. Many studies also suggest cell towers lead to cancer.

- * * <https://www.cancer.org/content/dam/CRC/PDF/Public/6645.00.pdf>

Does the City of Marina want an added potential for lawsuits based on negative health affects with a Residential cell tower?

This is probably a valid reason why towers are located in commercial, industrial or expansive undeveloped rural areas.

- * Home values will be degraded, and our home values provide tax base and revenues that fund city operations.

- * An artistic or appealing structure would ensure compatibility with our community's character.

- * Lack of Notice Requirements did not allow residents sufficient time to comment.

- * There is insufficient time for Concerned residents of Sea Haven to begin the 10-day appeal process.

Unfortunately, the City of Marina planners were not interested in hearing the opinions of Sea Haven Residents. Instead, our opinions and concerns were not valued, and our comments were minimized and nullified. Why did the planners bring up this topic when our neighborhood will not even benefit with improved cell reception. The fact that we had the meeting implied the tower would help us.

Please help the Citizens of Marina by relocating this cell tower to a commercial or industrial area, to publicly owned properties including State, Federal or City facilities, or to the vast rural/open spaces in Marina.

This is a very important project. I am a proponent for additional cell phone towers in Marina so that we all have better Cell Service. However, the carrier must demonstrate that no features or structures can accommodate this wireless carrier's equipment prior to constructing this wireless communication tower in Cypress Knolls proposed residential area and the Sea Haven neighborhood.

As the City of Marina updates its Master Plan, please research all existing wireless telecommunication facility information. Please identify possible terrain data, and other related technical data to help with the best possible placement of future cell towers. This

information could then be used to design a Master Wireless Plan. This plan would be a useful tool showing where existing coverage gaps exist and could be used as a planning tool.

The City of Marina must plan with all residents in mind to help this City thrive.

Respectfully submitted.

Linda Vrabel
476 Hood Way Marina Ca 93933

From: Peter Vrabel
To: Bruce Delgado; Cristina Medina Dirksen; Liesbeth Visscher; kybala@icloud.com; Brian McCarthy; Alyson Hunter; Layne Long; Nick McIlroy; nancy.amadeo@gmail.com; glenn.woodson@gmail.com; hyunsoohur@gmail.com; vijacobsen@yahoo.com; srsurinder@aol.com; John Richard; aleolani.aw@gmail.com
Subject: Cell tower at Cypress Knolls
Date: Sunday, June 4, 2023 10:48:44 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Before Lease is Finalized Consider Relocating 90 foot Cypress Knolls Cell Tower to Commercial, Industrial, or Publicly Owned Space

Peter Vrabel

Dear City Officials, Planning Commissioners, and planning staff:

I understand AT&T's request to permit a 90-foot Monopine cell tower equivalent to a six to seven story tall building, in Cypress Knolls recently passed with a vote of 4 for and 3 against. Unfortunately, the Planning Commission's approval of the permit to install this Wireless Communications Facility was short sighted. Please take action to relocate this cell tower to a better location before a lease agreement is signed. A brief synopsis of reasons to relocate this very important project follows.

- * The decision to locate the cell tower in a Residential Zoned area will set a precedent, thus making it harder to keep Wireless Communications Facilities out of residential areas in the future. Other nearby communities have already done so.
- * The carrier should not be allowed to build this tower in a residential area until that carrier has demonstrated that there are no other options such as features, structures, or locations that can accommodate this wireless carrier's cell tower.
 - **Suitable features/ structures include rooftops, water towers, hillsides or hilltops, tall buildings, publicly owned properties including State, Federal or City facilities, Park Settings, New commercial building by the promenade will have many potential better options for locating cell towers. Having a tower on top of an existing structure will reduce the height needed for the actual tower unit to achieve the same result.
 - ** **Consider the southeast corner of Imjin and California Avenue. The hill provides height and existing communication facilities are present. Plus retail is planned nearby. Perhaps this location would help reception in other poorly served areas such as the Target shopping area.**
- * The proposed project site in Cypress Knolls is a low-lying area rendering this cell tower less efficient. Whereas, relocating to a higher elevation would produce better results in service. Relocate this tower to a more safer industrial or a commercial zone.
- * The City of Marina should consider preparing regulations pertaining to wireless communication facilities by developing standards and establishing ground rules for tower placement. Standards should address compatibility issues between locations of wireless infrastructure and existing lands uses, compatibility with community character, and height.
- * Cell Tower(s) should not be allowed in Residential Areas until the City of Marina has an ordinance that prescribes suitable zoning districts for the location of wireless communication facilities.
- * Consistent Regulation of Wireless Communications Facilities will then make it easier for Businesses to install these towers in a consistent cost-effective manner. It is my understanding a monopine tower is more expensive to build.
- * Sea Haven has poor cell reception, and it has been mentioned that building the wireless communication facility at Cypress Knolls will not help cell reception in either Sea Haven or along Highway 1. A small benefit for such a large tower
- * The City of Marina must regulate adequate Cell Service Infrastructure to guarantee Marina residents have 24/7 emergency access such as 911. Most residents no longer have hard wired phones.
- * One 90-foot Monopine visible for almost a mile destroys our city's skyline and serves as an unintentional landmark.
- * Limit the height of this Wireless Communications Facility to maintain our City's skyline(s) and ensure compatibility with our community's character. Many Sea Haven Residents paid dearly for lots with views. Once this structure is built and is within their line of sight these residents will be most unhappy.
- * This cell tower is two to three times as tall as nearby buildings and trees found in Marina. There is still time to reduce the height of this cell tower's height to make it compatible with trees and buildings existing within the City of Marina.
- * Does the city have the appropriate safety equipment for something this tall in the case of a fire or rescue?
- * As per the American Cancer Society, cell towers increase the risk of health hazards such as headaches, memory loss, congenital disabilities, and cardiovascular stress. Many studies also suggest cell towers lead to cancer.
 - ** <https://www.cancer.org/content/dam/CRC/PDF/Public/6645.00.pdf>

Does the City of Marina want an added potential for lawsuits based on negative health effects with a Residential cell tower?

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- * An artistic or appealing structure would ensure compatibility with our community's character.
- * Lack of Notice Requirements did not allow residents sufficient time to comment.
- * There is insufficient time for Concerned residents of Sea Haven to begin the 10-day appeal process.

Unfortunately, the City of Marina planners were not interested in hearing or acting on the opinions of Sea Haven Residents. Instead, our opinions and concerns were not valued, and our comments were minimized and nullified. Why did the planners bring up this topic when our neighborhood will not even benefit from this project with improved cell reception. The fact that we had the meeting implied the tower would help us. Please help the Citizens of Marina by relocating this cell tower to a safer site such as a commercial/industrial area. There is abundant publicly owned properties including State, Federal or City facilities, or to the vast rural/open spaces in and around Marina.

This is a very important project. I am a proponent for additional cell phone towers in Marina so that we all have better Cell Service. However, the carrier must demonstrate that no features or structures can accommodate this wireless carrier's equipment prior to constructing this wireless communication tower in Cypress Knolls proposed residential area and the Sea Haven neighborhood.

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The City of Marina must plan with all residents in mind to help this City thrive.

Respectfully submitted.

Peter Vrabel
476 Hood Way Marina Ca 93933



From: [Viktoria Hill](#)
To: [Nick McIlroy](#)
Cc: [Bruce Delgado](#); [Cristina Medina Dirksen](#); [Alyson Hunter](#); [Brian McCarthy](#); [Liesbeth Visscher](#); chill@sentryalarm.com
Subject: Re: Wireless monopine tower in Marina petition
Date: Tuesday, May 30, 2023 12:12:34 PM
Attachments: [image.png](#)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Nick,

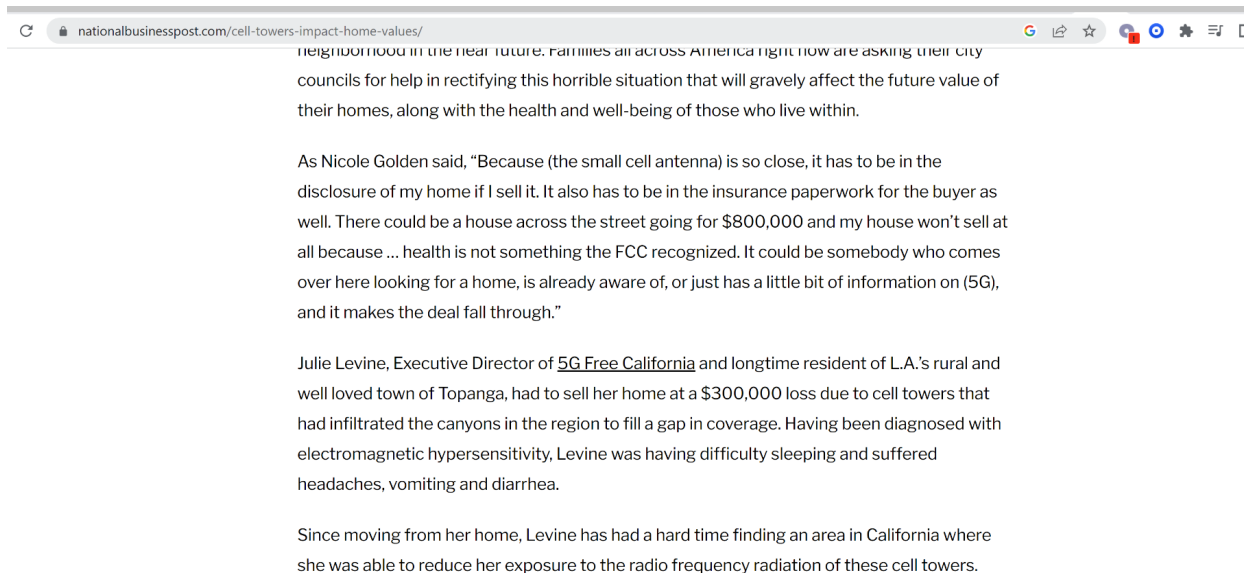
Please advise me on the process of calling up the decision to erect the wireless monopine tower on California and 3rd Avenues made on 5/25/2023.

My house located on 2991 Arido Way is directly affected by this decision and I have 56 supporters who spoke up through signing the [petition](#). We all would like to take the city up on our right to appeal.

We are also speaking to KION46 today to raise more awareness and voices.

I know we all want better wireless connection for Marina. Believe me I'm struggling with it in my house every day but I hope we can find a better solution and placement of this tower to not hurt the values of the homes located directly across the street from the current proposed location. I know you guys are doing a lot and have a good reasoning behind the proposed location but I do believe it's possible to find a location that will be suitable for all of us especially considering the development of Cypress Knolls you have in plans. This location will affect that development as well but at least those folks would be aware of the tower. When we were buying our house, we had no idea that this was going to happen and it's just not fair.

Being in real estate for over a decade, I had many experiences where buyers would not even want to see a house inside once they spot a wireless tower nearby. See this [article](#) to support my opinion.



Moreover we encourage the City of Marina to take the City of Monterey as an example and input some regulations on wireless towers. The City of Monterey was passing the [ordinance](#) to restrict the placement of these towers in the residential areas. Can we do the same in Marina? I don't think we have any policies in place on this.

I know you guys have a lot on your plate and I know you are great at listening to your citizens and voters so I really hope that it will be the case with this tower.



Viktoria Hill
Real Estate Agent
DRE #01889081

Cell: 415-368-2596
Email: vhill.realestate@gmail.com

[See my 5-star reviews](#)



On Fri, May 26, 2023 at 2:50 PM Viktoria Hill <vhill.realestate@gmail.com> wrote:

Hi Nick,

I along with many other residents residing near California and 3rd Avenues in Marina (19 of them emailed you about their concerns separately) are highly disappointed with your decision to move forward with erecting the monopine cell tower at the corner of California and 3rd.

As previously stated:

1. The residents feel that their opinions are completely disregarded. Most of us heard about this project for the first time on 5/18/2023. We were not asked for an opinion, we were simply informed that the tower will go up. Is this how residents are treated in Marina? Still getting used to it I guess.
2. The residents have concerns about health issues with the tower being erected so close to the residential area. I know there are a lot of studies suggesting that it's completely safe and I'm sure we get more harm from using our cell phones than these towers but the health concern is still there and there are studies suggesting opposite or invalidity of the studies claiming it's safe based on the length of these studies.
3. The residents are concerned with aesthetics and home values being affected by this tower. Being in real estate, I know from first hand that there are many buyers who won't even go to see a house inside if they see any poles or wireless structures near that house. I would not purchase our house in Sea Haven on Arido Way if I knew there would be a cell tower across the street.
4. The residents feel highly disappointed how the City handled these concerns and decided to move forward with this project anyways while neighbouring towns fight back for their residents - see [this video](#) on Monterey City council proposing an ordinance for these cell towers within the city limits to be placed in commercial areas.

We did contact Kion46 ourselves to see if we can raise awareness about this project and are waiting to hear back.

We also started a petition last night and got 38 people to sign it already.

We are still hopeful that the City will reconsider the location of this tower and hear our voices.



Viktoria Hill
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Cell: 415-368-2596
Email: vhill.realestate@gmail.com

[See my 5-star reviews](#)



On Wed, May 24, 2023 at 3:17 PM Nick Mcilroy <nmcilroy@cityofmarina.org> wrote:

Thank you for your question. If you would like to speak on the proposed wireless facility project it is scheduled for a public hearing tomorrow at 6:30 PM. The meeting will be in the Council Chambers located at 211 Hillcrest Ave, Marina, CA and will be accessible via Zoom:

Zoom Meeting URL: [HTTPS://US02WEB.ZOOM.US/J/84287578704](https://us02web.zoom.us/j/84287578704)

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 842 8757 8704

Sincerely,

Nick McIlroy

Interim Senior Planner



City of Marina

211 Hillcrest Ave

Marina, CA 93933

Direct: 831-884-1217

Office: 831-884-1220

Fax: 831-384-0425

From: Viktoria Hill <yhill.realestate@gmail.com>
Sent: Wednesday, May 24, 2023 9:30 AM
To: Nick Mcilroy <nmcilroy@cityofmarina.org>
Subject: Re: Wireless monopine tower in Marina petition

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Thanks so much Nick!

Would it be possible to have another meeting with the Sea Haven residents to discuss this?



Viktoria Hill

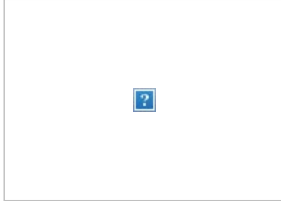
Real Estate Agent

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Cell: 415-368-2596

Email: vhill.realestate@gmail.com

[See my 5-star reviews](#)



On Mon, May 22, 2023 at 8:32 AM Nick Mcilroy <nmcilroy@cityofmarina.org> wrote:

Good morning Viktoria,

We've received your correspondence and will include it in the packet.

Best regards,

Nick McIlroy

Interim Senior Planner



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From: Viktoria Hill <vhill.realestate@gmail.com>
Sent: Friday, May 19, 2023 7:21 PM
To: Nick Mcilroy <nmcilroy@cityofmarina.org>
Subject: Wireless monopine tower in Marina petition

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Hi Nicholas,

Thank you so much for your time on sharing Marina plans with the Sea Haven neighbors at the Cove last night. Much appreciated!

I'm writing to express my concern on the proposed wireless monopine tower location. I know you mentioned that it's safe for health and yet you said that it would affect the wildlife if placed further in the Cypress Knolls area. It sounds contradictory.

From my real estate professional experience, it may also affect the values of the homes close to it including my own. I wish I was aware of the fact that there will be this tower close to my house when I was buying it. Not sure whether the city had any other meetings with the citizens prior to yesterday's one discussing the location of this tower.

I'm highly opposed to the proposed location and kindly ask you to reconsider it.



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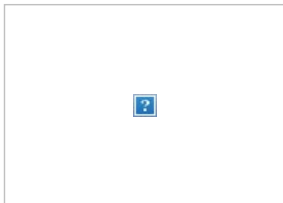
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Cc: [Bruce Delgado](#); [Cristina Medina Dirksen](#); [Alyson Hunter](#)
Subject: Re: Wireless monopine tower in Marina petition
Date: Friday, May 26, 2023 2:50:33 PM

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Interim Senior Planner



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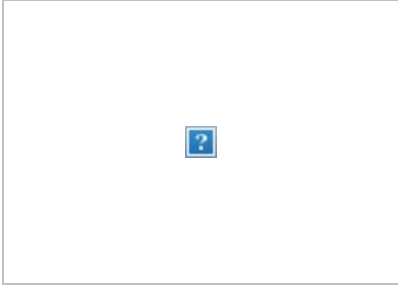
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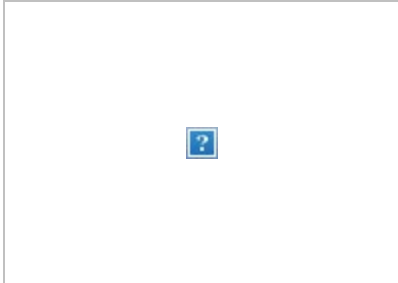
Real Estate Agent

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Cell: 415-368-2596

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[See my 5-star reviews](#)



LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City of Marina, a municipal corporation, having a mailing address of 211 Hillcrest Avenue, Marina, CA 93933 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at the northwest corner of California and 3rd Avenue (APN 031-201-005), in the City of Marina, in the County of Monterey, State of California (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES.

Landlord hereby leases to Tenant a certain portion of the Property containing approximately 900 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to modify, supplement, replace, expand and upgrade the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Premises in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Prior to the initial installation, or subsequent modification of the Communication Facility, Tenant will supply Landlord with plans and specifications (“**Plans**”) to be reviewed and approved by Landlord prior to commencement of construction. Landlord’s approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond thirty (30) days). Landlord’s approval right in the foregoing sentence shall include the right to approve the design, height, setbacks, and other physical and aesthetic characteristics of the proposed Communications Facility and any subsequent modification thereto, whether by Tenant or Collocator. Tenant’s proposed Communications Facility to be located on the Premises shall be designed to be a stealth facility. After approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1**. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant’s reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Agreement without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant’s Communication Facility are made.

3. **TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement may be renewed for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein. -. After expiration of the Third extension Term, Landlord will have the option to terminate this Agreement upon providing at least fifteen (15) months’ prior written notice to Tenant.

(c) The Initial Term and any Extension Terms are collectively referred to as the “**Term.**”

4. **RENT.**

(a) Commencing within ten (10) months of the Effective Date of this Agreement as long as all required permits have been issued by the jurisdiction or on the first day of the month following the date that Tenant commences construction, whichever occurs first (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Nine Hundred and No/100 Dollars (\$2,900.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by two percent (2%) over the Rent paid during the previous year.

(c) **Revenue Share.** In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator (“**Collocator**”), Tenant shall remit \$500 per additional carrier collocation with same 2% escalator the (the “**Collocator Rent**”) to Landlord (the “**Landlord’s Revenue Share**”). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant’s sole discretion. In calculating the amount of Landlord’s Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating and maintenance expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees, provided such other payments are not in lieu of Collocator Rent, i.e. rent abatement for capital costs, or designed in a manner to abate the rent to cover other costs and expenses. Upon Landlord’s prior written request, Tenant shall provide a redacted copy of any sublease entered into between Tenant and a Collocator. Landlord acknowledges and agrees that Landlord’s Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord’s Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or mark up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord’s Revenue Share for each Collocator. Tenant’s obligation to pay Landlord’s Revenue Share to

Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

5. APPROVALS.

(a) Tenant acknowledges and agrees that, if, and to the extent required by applicable law, and provided that the City of Marina Municipal Code is not inconsistent with federal or state law, Tenant's Permitted Use of the Premises will be subject to Tenant obtaining approval of a conditional use permit pursuant to section 17.58 of the Marina Municipal Code.

(b) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(c) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(d) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon thirty (30) days prior written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Term, Tenant will carry and maintain in effect such commercial general liability policy based on ISO form CG 00 01 or a substitute form providing substantially equivalent coverage, as Tenant may deem necessary. Said policy of commercial general liability insurance will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. The policy required by this Agreement shall be issued by an insurer eligible to do business in the State of California and with a rating of at least A-:VII in the latest edition of Best's Insurance Guide. At all times during the Term of this Agreement, Tenant shall maintain on file with City of Marina a certificate of insurance showing that the required coverage is in effect and including Landlord and its officers, employees, agents and volunteers as additional insureds by endorsement with respect to this Agreement. Prior to commencement of construction, Tenant shall file with the City of Marina such certificate(s) and blanket endorsements on current versions of ISO Forms CG 20 10 and CG 20 37 or the substantial equivalent including Landlord as an additional insured.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) Notwithstanding the foregoing, Landlord shall have the right to upgrade, service, replace, and install new equipment on the Property that emit radio frequencies if such equipment is limited to governmental uses and only if such equipment does not interfere with the operations of the Communication Facility or the facilities of any subtenants, or Tenant's rights under this Agreement.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession

of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord ; and (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, upon providing Landlord 40 hours' notice, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises,

Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

(b) The Structure and Communication Facility shall be removed within sixty (60) days of the later of the end of the Term or termination or expiration of the Agreement, and cessation of Tenant's operations at the Premises. The Premises will be restored to its original, preconstruction condition. Written verification of the removal of the Structure and Communication Facility will be provided to the Marina Director of Public Works within ninety (90) days of such removal. If the Tenant fails to remove the Structure and Communication Facility from the Premises within the time period specified herein, the site may be deemed a public nuisance by the Landlord and the Landlord may initiate removal at Tenant's expense.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, free from trash, debris, litter and graffiti and other forms of vandalism, reasonable wear and tear and damage from the elements excepted ("Adverse Conditions"). Should the Landlord provide Tenant with notice of any Adverse Conditions, the Tenant shall remedy any adverse conditions within thirty (30) days of Tenant's receipt of Landlord's notice. Notwithstanding the foregoing, Tenant will remove graffiti as soon as practicable. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Landlord will be responsible for maintenance of landscaping on the Property.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) Any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, but with 60 days prior written notice to Landlord, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, with Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

(b) Landlord will have the right to assign this Agreement or its interest in the Premises and its rights herein, in whole or in part, without Tenant's consent. Upon notification to Tenant of such assignment, Landlord will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: CCL05573; Cell Site Name: California Ave and Imjin Parkway (CA)
 Fixed Asset #: 15923553
 1025 Lenox Park Blvd. NE, 3rd Floor
 Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: CCL05573; Cell Site Name: California Ave and Imjin Parkway (CA)
 Fixed Asset #: 15923553
 208 S. Akard Street
 Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City Manager
 City of Marina
 211 Hillcrest Avenue.
 Marina, CA 93933

With a copy to: City Attorney
 NOLAND, HAMERLY, ETIENNE & HOSS
 333 Salinas Street
 P.O. Box 2510
 Salinas, CA 93902

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to

rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Intentionally Omitted.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 23(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law & Venue.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. Any dispute regarding the terms of this Agreement will be decided in the appropriate court with proper jurisdiction in the County of Monterey.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification, removal, or restoration shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become

effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Marina, a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
 (insert name and title of the officer)

personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
 is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LANDLORD ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
 (insert name and title of the officer)

personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
 is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Land Lease Agreement dated _____, 2020, by and between the City of Marina, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

30919\002\1637327.1: 11323CA Land Lease Agreement 05.18.2018

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None

DRAFT

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

DRAFT

{ This Letter Goes On Landlord's Letterhead }

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a lease with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 23(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

DRAFT

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

[Insert Landlord's Name], a
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
 (insert name and title of the officer)

personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
 is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LANDLORD ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
 (insert name and title of the officer)

personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
 is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

to the Memorandum of Lease dated _____, 20____, by and between [Insert
Landlord's Name], a [Insert Jurisdictional State, and Entity Type], as Landlord, and
New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

DRAFT

DRAFT