AGENDA

Tuesday, October 3, 2023 **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: None

4. CLOSED SESSION: None

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

6. SPECIAL PRESENTATIONS:
   a. Fire Department Open House

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 103186-103263, totaling $673,428.04.

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

(1) September 19, 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-, directing staff to accept Regional Early Action Program (REAP) 2.0 grant funding and implement said grant in a timely manner by selecting a qualified consultant.

(2) Adopting Resolution No. 2023-, approving a request by the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., to release a portion of the performance security for public improvements in the Sea Haven Phase 3 area in the amount of $6,065,795.24; and accepting a substitute performance bond security of $673,977.25 for the remaining punch list items.

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 adjustments to the Marina Sister City Program adopted on June 6, 2023.

l. APPROVE ORDINANCES (WAIVE SECOND READING):

(1) Read by Title Only and adopting Ordinance No. 2023-, approving 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.

m. APPROVE APPOINTMENTS: None

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

    a. Open a public hearing and consider introducing Ordinance No. 2023-, amending the Marina Municipal Code Section 17.48.130, Affordable Housing Overlay, to be consistent with recent legal precedent.

    b. Open a public hearing, take any testimony from the public, consider introducing Ordinance No. 2023-, for first reading by title only and waive further reading, adding Chapter 15.60 regarding a Moratorium on cutting on reconstructed or slurry sealed streets in in the City of Marina.

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).

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 29, 2023.

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ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Council Chambers are wheelchair accessible. Meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. To request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org. Requests must be made at least ***48 hours*** *in advance of the meeting.*

Upcoming 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 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**

CITY HALL 2023 HOLIDAYS
(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

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.

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

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

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

Accounts Payable by G/L Distribution Report

Payment Date Range 09/22/23 - 09/22/23

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	GC00122731	Annual Web Fees and Web Update Fee	Paid by Check # 103191		09/18/2023	09/15/2023	09/15/2023		09/22/2023	830.00
			Account **6300.010 - Prof Svc Admin - Muni Code** Totals					Invoice Transactions 1		$830.00
Account **6300.570 - Prof Svc Other**										
10335 - Liebert Cassidy Whitmore	250153	LCW - Professional Services	Paid by Check # 103196		08/31/2023	09/13/2023	09/13/2023		09/22/2023	7,620.00
10335 - Liebert Cassidy Whitmore	250247	LCW - Professional Services	Paid by Check # 103196		08/31/2023	09/13/2023	09/13/2023		09/22/2023	160.50
10335 - Liebert Cassidy Whitmore	250298	LCW - Professional Services	Paid by Check # 103196		08/31/2023	09/13/2023	09/13/2023		09/22/2023	3,054.50
10335 - Liebert Cassidy Whitmore	250308	LCW - Professional Services	Paid by Check # 103196		08/31/2023	09/13/2023	09/13/2023		09/22/2023	160.50
10335 - Liebert Cassidy Whitmore	250318	LCW - Professional Services	Paid by Check # 103196		08/31/2023	09/13/2023	09/13/2023		09/22/2023	3,649.00
10335 - Liebert Cassidy Whitmore	250328	LCW - Professional Services	Paid by Check # 103196		08/31/2023	09/13/2023	09/13/2023		09/22/2023	304.50
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions 6		$14,949.00
Account **6500.700 - Training & Travel Training & Travel**										
10667 - Long, Layne	09-14-23	ICMA 2023 Annual Conference Reimbursable Costs	Paid by Check # 103197		09/14/2023	09/14/2023	09/14/2023		09/22/2023	362.34
11212 - Matt Mogensen - Refunds only	09-14-23	ICMA 2023 Annual Conference Travel Per-diem	Paid by Check # 103199		09/14/2023	09/14/2023	09/14/2023		09/22/2023	243.00
			Account **6500.700 - Training & Travel Training & Travel** Totals					Invoice Transactions 2		$605.34
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 9		$16,384.34
			Division **000 - Non-Div** Totals					Invoice Transactions 9		$16,384.34
			Department **120 - City Mgr/HR/Risk** Totals					Invoice Transactions 9		$16,384.34
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.076 - Maint & Repairs Copier**										
10406 - Monterey Bay Systems	454877	CDD Copier Maintenance and Overage	Paid by EFT # 3741		09/18/2023	09/19/2023	09/19/2023		09/22/2023	1,501.77
			Account **6360.076 - Maint & Repairs Copier** Totals					Invoice Transactions 1		$1,501.77
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$1,501.77
			Division **000 - Non-Div** Totals					Invoice Transactions 1		$1,501.77
			Department **125 - I. T.** Totals					Invoice Transactions 1		$1,501.77

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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 **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
10257 - Goldfarb & Lipman	466893	General - August 2023	Paid by EFT # 3740		09/15/2023	09/15/2023	09/15/2023		09/22/2023	3,878.00
10257 - Goldfarb & Lipman	466894	Marina Heights - August 2023	Paid by EFT # 3740		09/15/2023	09/15/2023	09/15/2023		09/22/2023	1,632.00
10257 - Goldfarb & Lipman	466895	The Dunes - August 2023	Paid by EFT # 3740		09/15/2023	09/15/2023	09/15/2023		09/22/2023	960.00
		Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals						Invoice Transactions 3		$6,470.00
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions 3		$6,470.00
		Division **000 - Non-Div** Totals						Invoice Transactions 3		$6,470.00
		Department **150 - City Attorney** Totals						Invoice Transactions 3		$6,470.00
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.228 - Prof Svc Fin - SB90 State Mandate**										
10041 - AK & Company	MARINA 24- 1	SB90 Professional Consulting Services	Paid by Check # 103188		09/08/2023	09/15/2023	09/15/2023		09/22/2023	3,250.00
		Account **6300.228 - Prof Svc Fin - SB90 State Mandate** Totals						Invoice Transactions 1		$3,250.00
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	20527431	CALNET3-9391023436 (239-461-6578)	Paid by Check # 103189		09/13/2023	09/21/2023	09/21/2023		09/22/2023	63.82
10758 - AT & T CALNET3	20539703	CALNET3-9391023490 (884-9568)	Paid by Check # 103189		09/15/2023	09/21/2023	09/21/2023		09/22/2023	51.11
10758 - AT & T CALNET3	20539704	CALNET3-9391023491 (884-9654)	Paid by Check # 103189		09/15/2023	09/21/2023	09/21/2023		09/22/2023	88.10
10758 - AT & T CALNET3	20539696	CALNET3-9391023482 (884-0985)	Paid by Check # 103189		09/15/2023	09/21/2023	09/21/2023		09/22/2023	27.10
10758 - AT & T CALNET3	20539698	CALNET3-9391023485 (884-2573)	Paid by Check # 103189		09/15/2023	09/21/2023	09/21/2023		09/22/2023	28.15
		Account **6380.150 - Utilities Comm Phone System** Totals						Invoice Transactions 5		$258.28
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Sept 2023 562-0	PG&E - 4758891562-0	Paid by Check # 103200		09/11/2023	09/15/2023	09/15/2023		09/22/2023	1,140.79
		Account **6380.300 - Utilities Gas & Electric** Totals						Invoice Transactions 1		$1,140.79
Account **6400.565 - Material & Suppl Office Supplies**										
10469 - Stordok	53547815	Document Shredding Services - City Hall	Paid by Check # 103203		09/11/2023	09/13/2023	09/13/2023		09/22/2023	60.00
		Account **6400.565 - Material & Suppl Office Supplies** Totals						Invoice Transactions 1		$60.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.010 - Other Charges Alarm**										
10239 - First Alarm	773736	Alarm Monitoring - 211 Hillcrest Ave - Chambers Oct.-Dec 2023	Paid by EFT # 3739		09/15/2023	09/19/2023	09/19/2023		09/22/2023	126.03
10239 - First Alarm	773737	Alarm Monitoring - 209 Cypress Ave Burglar - Oct-Dec 2023	Paid by EFT # 3739		09/15/2023	09/19/2023	09/19/2023		09/22/2023	140.37
10239 - First Alarm	773794	Alarm Monitoring - 304 Hillcrest Ave Burg&Fire - Oct-Dec 2023	Paid by EFT # 3739		09/15/2023	09/19/2023	09/19/2023		09/22/2023	683.79
			Account **6600.010 - Other Charges Alarm** Totals					Invoice Transactions	3	$950.19
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	11	$5,659.26
			Division **000 - Non-Div** Totals					Invoice Transactions	11	$5,659.26
			Department **190 - Citywide Non-Dept** Totals					Invoice Transactions	11	$5,659.26
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	20539727	CALNET3-9391023435 (237-267-6922)	Paid by Check # 103189		09/15/2023	09/21/2023	09/21/2023		09/22/2023	170.73
			Account **6380.150 - Utilities Comm Phone System** Totals					Invoice Transactions	1	$170.73
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	1	$170.73
			Division **000 - Non-Div** Totals					Invoice Transactions	1	$170.73
			Department **210 - Police** Totals					Invoice Transactions	1	$170.73
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10171 - CSG Consultants	52918	Plan check & inspection by CSG	Paid by EFT # 3738		08/28/2023	09/19/2023	09/19/2023		09/22/2023	2,375.00
10171 - CSG Consultants	53046	Fire Inspections by CSG: Eric Rodewald	Paid by EFT # 3738		09/14/2023	09/19/2023	09/19/2023		09/22/2023	855.00
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions	2	$3,230.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent**										
10795 - Alert-All Corporation	223080737	Stickers for Fire Prevention Open House	Paid by Check # 103207		09/13/2023	09/19/2023	09/19/2023		09/22/2023	278.60
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent** Totals								Invoice Transactions 1		$278.60
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10927 - Ace Hardware - Fire Dept.	086393	Station 2 cleaning supplies	Paid by Check # 103186		09/16/2023	09/19/2023	09/19/2023		09/22/2023	102.59
10580 - Tri County Fire Protection	HP61858	Extinguisher refills at Station 2	Paid by Check # 103204		09/07/2023	09/19/2023	09/19/2023		09/22/2023	276.01
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions 2		$378.60
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 5		$3,887.20
Division **000 - Non-Div** Totals								Invoice Transactions 5		$3,887.20
Department **250 - Fire** Totals								Invoice Transactions 5		$3,887.20
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6330.100 - Fee Agr Costs - Planning**										
10508 - Regional Government Services	15042	Marina Dunes-April 2023	Paid by EFT # 3743		04/30/2023	09/18/2023	09/18/2023		09/22/2023	10,462.71
Account **6330.100 - Fee Agr Costs - Planning** Totals								Invoice Transactions 1		$10,462.71
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 1		$10,462.71
Division **000 - Non-Div** Totals								Invoice Transactions 1		$10,462.71
Department **410 - Planning** Totals								Invoice Transactions 1		$10,462.71
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	B231533	Building Plan Review Services-August 2023	Paid by EFT # 3738		09/01/2023	09/15/2023	09/15/2023		09/22/2023	4,334.14

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Fund **100 - General Fund**										
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10171 - CSG Consultants	53062	Marina Building Services-July 29, 2023 to August 25, 2023	Paid by EFT # 3738		09/14/2023	09/18/2023	09/18/2023		09/22/2023	3,750.00
		Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals						Invoice Transactions 2		$8,084.14
Account **6300.100 - Prof Svc Code Enforcement**										
10171 - CSG Consultants	53007	Marina Code Enforcement Services-7/29/23-8/25/23	Paid by EFT # 3738		09/14/2023	09/19/2023	09/19/2023		09/22/2023	250.00
		Account **6300.100 - Prof Svc Code Enforcement** Totals						Invoice Transactions 1		$250.00
Account **6300.570 - Prof Svc Other**										
11762 - Raimi + Associates, Inc	23-5969	MARINA ODS-August 2023	Paid by EFT # 3742		09/18/2023	09/18/2023	09/18/2023		09/22/2023	22,957.80
		Account **6300.570 - Prof Svc Other** Totals						Invoice Transactions 1		$22,957.80
Account **6500.700 - Training & Travel Training & Travel**										
11875 - Jessica Edwards	8/27/23-8/29/23	Mileage, hotel and meals for training 8/27/23-8/29/23	Paid by Check # 103195		09/07/2023	09/07/2023	09/07/2023		09/22/2023	679.13
		Account **6500.700 - Training & Travel Training & Travel** Totals						Invoice Transactions 1		$679.13
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions 5		$31,971.07
		Division **000 - Non-Div** Totals						Invoice Transactions 5		$31,971.07
		Department **430 - Building Inspection** Totals						Invoice Transactions 5		$31,971.07
Department **440 - Economic Dev**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.170 - Prof Svc Econ Development -Banner**										
11910 - Sierra Installations Inc.	210304	City Banner Program Installation - 2021	Paid by Check # 103202		02/21/2022	09/13/2023	09/13/2023		09/22/2023	2,400.00
11910 - Sierra Installations Inc.	210584	City Banner Program Installation - 2022	Paid by Check # 103202		09/28/2022	09/13/2023	09/13/2023		09/22/2023	2,700.00
11910 - Sierra Installations Inc.	23217	City Banner Program Installation - 2023	Paid by Check # 103202		09/10/2023	09/13/2023	09/13/2023		09/22/2023	2,700.00
		Account **6300.170 - Prof Svc Econ Development -Banner** Totals						Invoice Transactions 3		$7,800.00
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions 3		$7,800.00
		Division **000 - Non-Div** Totals						Invoice Transactions 3		$7,800.00
		Department **440 - Economic Dev** Totals						Invoice Transactions 3		$7,800.00

Accounts Payable by G/L Distribution Report

Payment Date Range 09/22/23 - 09/22/23

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 **6400.651 - Material & Suppl Recr Donation - Spec Recr Prog**										
10083 - Delgado, Bruce	09-01-23	MLK event	Paid by Check # 103192		09/01/2023	09/18/2023	09/18/2023		09/22/2023	63.05
10083 - Delgado, Bruce	09-02-23	MLK Event	Paid by Check # 103192		09/02/2023	09/18/2023	09/18/2023		09/22/2023	55.17
10083 - Delgado, Bruce	09-03-23 A	MLK Event	Paid by Check # 103192		09/03/2023	09/18/2023	09/18/2023		09/22/2023	139.80
10083 - Delgado, Bruce	09-03-23 B	MLK Event	Paid by Check # 103192		09/03/2023	09/18/2023	09/18/2023		09/22/2023	20.21
10083 - Delgado, Bruce	09-04-23 A	MLK Event	Paid by Check # 103192		09/04/2023	09/18/2023	09/18/2023		09/22/2023	47.80
10083 - Delgado, Bruce	09-04-23 B	MLK Event	Paid by Check # 103192		09/04/2023	09/18/2023	09/18/2023		09/22/2023	51.89
10083 - Delgado, Bruce	09-04-23 C	MLK Event	Paid by Check # 103192		09/04/2023	09/18/2023	09/18/2023		09/22/2023	181.63
10083 - Delgado, Bruce	09-04-23 D	MLK Event	Paid by Check # 103192		09/04/2023	09/18/2023	09/18/2023		09/22/2023	101.33
10083 - Delgado, Bruce	09-05-23 A	MLK Event	Paid by Check # 103192		09/05/2023	09/18/2023	09/18/2023		09/22/2023	22.94
10083 - Delgado, Bruce	09-05-23 B	MLK Event	Paid by Check # 103192		09/05/2023	09/18/2023	09/18/2023		09/22/2023	75.15
10083 - Delgado, Bruce	09-05-23 C	MLK Event	Paid by Check # 103192		09/05/2023	09/18/2023	09/18/2023		09/22/2023	116.68
10083 - Delgado, Bruce	09-05-23 D	MLK Event	Paid by Check # 103192		09/05/2023	09/18/2023	09/18/2023		09/22/2023	32.78
10083 - Delgado, Bruce	09-05-23 E	MLK Event	Paid by Check # 103192		09/05/2023	09/18/2023	09/18/2023		09/22/2023	318.00
10083 - Delgado, Bruce	09-09-23	MLK Event	Paid by Check # 103192		09/09/2023	09/18/2023	09/18/2023		09/22/2023	30.50
10083 - Delgado, Bruce	09-08-23	MLK Event	Paid by Check # 103192		09/08/2023	09/18/2023	09/18/2023		09/22/2023	173.02
10083 - Delgado, Bruce	09-05-23 F	MLK Event	Paid by Check # 103192		09/05/2023	09/18/2023	09/18/2023		09/22/2023	37.12
11913 - Eric Wergeland	09-04-23	MLK Event	Paid by Check # 103193		09/04/2023	09/19/2023	09/19/2023		09/22/2023	648.50

Account **6400.651 - Material & Suppl Recr Donation - Spec Recr Prog** Totals	Invoice Transactions 17	$2,115.57
Sub-Division **00 - Non-Subdiv** Totals	Invoice Transactions 17	$2,115.57
Division **100 - Admin** Totals	Invoice Transactions 17	$2,115.57
Department **510 - Recreation & Culture** Totals	Invoice Transactions 17	$2,115.57
Fund **100 - General Fund** Totals	Invoice Transactions 56	$86,422.65

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Payment Date Range 09/22/23 - 09/22/23

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	Sept 2023 148-6	PG&E - 5593414148-6	Paid by Check # 103200		09/08/2023	09/15/2023	09/15/2023		09/22/2023	213.06
10463 - Pacific Gas & Electric	Sept 2023 582-7	PG&E - 8161432582-7	Paid by Check # 103200		09/08/2023	09/15/2023	09/15/2023		09/22/2023	147.73
10463 - Pacific Gas & Electric	Sept 2023 943-2	PG&E - 6150212943-2	Paid by Check # 103200		09/08/2023	09/15/2023	09/15/2023		09/22/2023	82.75
10463 - Pacific Gas & Electric	Sept 2023 353-7	PG&E - 9930567353-7	Paid by Check # 103200		09/08/2023	09/15/2023	09/15/2023		09/22/2023	69.80
10463 - Pacific Gas & Electric	Sept 2023 202-3	PG&E - 6594070202-3	Paid by Check # 103200		09/10/2023	09/15/2023	09/15/2023		09/22/2023	110.94
10463 - Pacific Gas & Electric	Sept 2023 085-2	PG&E - 5434906085-2	Paid by Check # 103200		09/10/2023	09/15/2023	09/15/2023		09/22/2023	100.73
10463 - Pacific Gas & Electric	Sept 2023 720-0	PG&E - 0167505720-0	Paid by Check # 103200		09/10/2023	09/15/2023	09/15/2023		09/22/2023	905.04
10463 - Pacific Gas & Electric	Sept 2023 851-0	PG&E - 3440977851-0	Paid by Check # 103200		09/14/2023	09/21/2023	09/21/2023		09/22/2023	186.54
10463 - Pacific Gas & Electric	Sept 2023 535-3	PG&E - 6161832535-3	Paid by Check # 103200		09/13/2023	09/21/2023	09/21/2023		09/22/2023	263.14
10463 - Pacific Gas & Electric	Sept 2023 827-8	PG&E - 0423929827-8	Paid by Check # 103200		09/13/2023	09/21/2023	09/21/2023		09/22/2023	138.33
			Account **6380.300 - Utilities Gas & Electric** Totals					Invoice Transactions	10	$2,218.06
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	10	$2,218.06
			Division **000 - Non-Div** Totals					Invoice Transactions	10	$2,218.06
			Department **000 - Non-Dept** Totals					Invoice Transactions	10	$2,218.06
			Fund **220 - Gas Tax** Totals					Invoice Transactions	10	$2,218.06

Accounts Payable by G/L Distribution Report

Payment Date Range 09/22/23 - 09/22/23

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	F4Y8303939-003	Smoke Cleaning at 3200 Imjin Rd	Paid by Check # 103190		08/25/2023	09/25/2023	09/18/2023		09/22/2023	254,287.19
			Account **6700.105 - Capital Outlay Construction** Totals					Invoice Transactions 1		$254,287.19
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$254,287.19
			Division **000 - Non-Div** Totals					Invoice Transactions 1		$254,287.19
			Department **000 - Non-Dept** Totals					Invoice Transactions 1		$254,287.19
			Fund **460 - Airport Capital Projects** Totals					Invoice Transactions 1		$254,287.19

Accounts Payable by G/L Distribution Report

Payment Date Range 09/22/23 - 09/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **462 - City Capital Projects**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10515 - Rincon Consultants, Inc.	50872	Marina Downtown Vitalization SP and EIR-August 2023	Paid by EFT # 3744		09/15/2023	09/15/2023	09/15/2023		09/22/2023	5,961.25
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions 1		$5,961.25
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$5,961.25
			Division **000 - Non-Div** Totals					Invoice Transactions 1		$5,961.25
			Department **000 - Non-Dept** Totals					Invoice Transactions 1		$5,961.25
			Fund **462 - City Capital Projects** Totals					Invoice Transactions 1		$5,961.25

Accounts Payable by G/L Distribution Report

Payment Date Range 09/22/23 - 09/22/23

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**										
11278 - M3 Environmental Consulting, LLC	2344701	Asbestos Testing and workplan for AST removal	Paid by Check # 103198		09/11/2023	10/11/2023	09/18/2023		09/22/2023	850.00
		Account **6360.050 - Maint & Repairs Building** Totals						Invoice Transactions 1		$850.00
Account **6360.440 - Maint & Repairs Landscape General**										
10154 - Commercial Environment Landscape	2796-0923	Airport Landscape services Sept 2023	Paid by EFT # 3737		09/19/2023	10/02/2023	09/19/2023		09/22/2023	2,900.00
		Account **6360.440 - Maint & Repairs Landscape General** Totals						Invoice Transactions 1		$2,900.00
Account **6360.566 - Maint & Repairs Other Equipment**										
10728 - Ace Hardware-Public Works	086377	Airport fuel farm maintenance supplies	Paid by Check # 103187		09/14/2023	09/18/2023	09/18/2023		09/22/2023	101.31
		Account **6360.566 - Maint & Repairs Other Equipment** Totals						Invoice Transactions 1		$101.31
Account **6360.570 - Maint & Repairs Other Svc Agr**										
11912 - Ramos/California Tint Techs	3628	Airport Office Window Tint	Paid by Check # 103201		09/19/2023	09/18/2023	09/18/2023		09/22/2023	960.00
		Account **6360.570 - Maint & Repairs Other Svc Agr** Totals						Invoice Transactions 1		$960.00
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Aug-Sept 451-7	3271 Imjin Rd (8600650451-7)	Paid by Check # 103200		09/08/2023	10/25/2023	09/19/2023		09/22/2023	439.44
10463 - Pacific Gas & Electric	Aug-Sept 347-0	3263 Imjin Rd (6258961347-0)	Paid by Check # 103200		09/08/2023	10/25/2023	09/19/2023		09/22/2023	614.43
10463 - Pacific Gas & Electric	Aug-Sept 103-6	3200 Imjin Rd (8030427103-6)	Paid by Check # 103200		09/08/2023	10/25/2023	09/19/2023		09/22/2023	3,551.99
10463 - Pacific Gas & Electric	Aug-Sept 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 103200		09/10/2023	09/27/2023	09/19/2023		09/22/2023	317.87
10463 - Pacific Gas & Electric	Aug-Sept 767-2	751 Neeson Rd (2652040767-2)	Paid by Check # 103200		09/10/2023	10/27/2023	09/19/2023		09/22/2023	187.50
10463 - Pacific Gas & Electric	Aug-Sept 608-2	3260 Imjin Rd (7383993608-2)	Paid by Check # 103200		09/10/2023	09/27/2023	09/19/2023		09/22/2023	958.41
10463 - Pacific Gas & Electric	AUg-Sept 694-1	721 Neeson Rd Bldg 533 (7269284694-1)	Paid by Check # 103200		09/10/2023	10/27/2023	09/19/2023		09/22/2023	985.59
		Account **6380.300 - Utilities Gas & Electric** Totals						Invoice Transactions 7		$7,055.23
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions 11		$11,866.54
		Division **000 - Non-Div** Totals						Invoice Transactions 11		$11,866.54
		Department **000 - Non-Dept** Totals						Invoice Transactions 11		$11,866.54
		Fund **555 - Marina Airport** Totals						Invoice Transactions 11		$11,866.54
		Grand Totals						Invoice Transactions 79		$360,755.69

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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 **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11718 - Noland, Hamerly, Etienne & Hoss	236607	Professional Legal Services - Aug-Sept 2023	Paid by Check # 103247		09/22/2023	09/25/2023	09/25/2023		09/29/2023	34,582.25
10315 - Keyser Marston Associates	0038102-R	Professional Services - Sea Haven Workforce Pricing - Aug 2023	Paid by Check # 103233		09/14/2023	09/21/2023	09/21/2023		09/29/2023	420.00
			Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals					Invoice Transactions 2		$35,002.25
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 2		$35,002.25
			Division **000 - Non-Div** Totals					Invoice Transactions 2		$35,002.25
			Department **150 - City Attorney** Totals					Invoice Transactions 2		$35,002.25
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11769 - STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC	0477678	Odor Attribution Study	Paid by Check # 103253		08/31/2023	09/22/2023	09/22/2023		09/29/2023	4,360.00
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions 1		$4,360.00
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056018 091423	208 Palm Ave	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	153.71
10349 - Marina Coast Water District	000056017 091423	208-A Palm Ave	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	84.08
10349 - Marina Coast Water District	000056020 091423	304 Hillcrest Ave	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	115.46
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions 3		$353.25
Account **6400.565 - Material & Suppl Office Supplies**										
10734 - Office Depot-Public Works Dept.	330366298001	Markers	Paid by Check # 103250		09/07/2023	09/22/2023	09/22/2023		09/29/2023	49.27
			Account **6400.565 - Material & Suppl Office Supplies** Totals					Invoice Transactions 1		$49.27
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 5		$4,762.52
			Division **000 - Non-Div** Totals					Invoice Transactions 5		$4,762.52
			Department **190 - Citywide Non-Dept** Totals					Invoice Transactions 5		$4,762.52
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10334 - Lexis Nexis Risk Solutions	1308841-20230831	Billing ID #1308841	Paid by Check # 103235		08/31/2023	09/20/2023	09/20/2023		09/29/2023	150.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10456 - Shred-it USA - Stericycle, Inc.	8004695721	Cust #1000200361	Paid by Check # 103251		09/18/2023	09/20/2023	09/20/2023		09/29/2023	75.54
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions 2		$225.54
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10897 - TechRx Technology Services	11004	Jamf - $5/month, 4 users (yearly billing)	Paid by EFT # 3756		06/01/2023	09/20/2023	09/20/2023		09/29/2023	240.00
			Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals					Invoice Transactions 1		$240.00
Account **6380.150 - Utilities Comm Phone System**										
10374 - Maynard Group Inc.	IN2039515	Acct #AC3746	Paid by Check # 103238		09/01/2023	09/20/2023	09/20/2023		09/29/2023	668.07
			Account **6380.150 - Utilities Comm Phone System** Totals					Invoice Transactions 1		$668.07
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	11083	Airfiber Poe Injector (South Field)	Paid by EFT # 3756		07/31/2023	09/20/2023	09/20/2023		09/29/2023	303.50
10897 - TechRx Technology Services	11006	HP15/8gb/512GB (Richard Cox)	Paid by EFT # 3756		06/30/2023	09/20/2023	09/20/2023		09/29/2023	1,210.94
			Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals					Invoice Transactions 2		$1,514.44
Account **6500.620 - Training & Travel POST**										
10629 - Aiello, Anthony	07-10-23	Per Diem - A. Aiello	Paid by Check # 103259		07/10/2023	08/29/2023	08/29/2023		09/29/2023	56.00
10636 - Ball, Michael	07-10-23	Per Diem - M. Ball	Paid by Check # 103213		07/10/2023	08/29/2023	08/29/2023		09/29/2023	56.00
11768 - Ivan Santana	08-08-23	Per Diem - I. Santana	Paid by EFT # 3759		08/08/2023	08/29/2023	08/29/2023		09/29/2023	174.00
11408 - Johnson, Christopher	08-08-23	Per Diem - C. Johnson	Paid by Check # 103263		08/08/2023	08/29/2023	08/29/2023		09/29/2023	174.00
10677 - Moreno, Richard	07-26-23	Per Diem - R. Moreno	Paid by Check # 103260		07/26/2023	08/29/2023	08/29/2023		09/29/2023	30.00
10677 - Moreno, Richard	07-20-23	Per Diem - R. Moreno	Paid by Check # 103260		07/20/2023	08/29/2023	08/29/2023		09/29/2023	20.00
10704 - Whittaker, James	07-20-23	Per Diem - B. Whittaker	Paid by Check # 103262		07/20/2023	08/29/2023	08/29/2023		09/29/2023	20.00
			Account **6500.620 - Training & Travel POST** Totals					Invoice Transactions 7		$530.00
Account **6600.850 - Other Charges K9 / Animal Supplies & Vet Svc**										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	07-31-23	Monthly Maintenance K-9 Training - July 2023	Paid by Check # 103236		07/31/2023	09/20/2023	09/20/2023		09/29/2023	250.00

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.850 - Other Charges K9 / Animal Supplies & Vet Svc**										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	08-31-23	Monthly Maintenance K-9 Training - Aug 2023	Paid by Check # 103236		08/28/2023	09/20/2023	09/20/2023		09/29/2023	250.00
			Account **6600.850 - Other Charges K9 / Animal Supplies & Vet Svc** Totals					Invoice Transactions 2		$500.00
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 15		$3,678.05
			Division **000 - Non-Div** Totals					Invoice Transactions 15		$3,678.05
			Department **210 - Police** Totals					Invoice Transactions 15		$3,678.05
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	123369	Plan review & inspection at 488 Lassen Way, Marina 5000	Paid by Check # 103217		08/31/2023	09/08/2023	09/08/2023		09/29/2023	230.00
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions 1		$230.00
Account **6360.850 - Maint & Repairs Vehicle**										
11681 - South Coast Emergency Vehicle Service	515293	Siren Control Head & freight	Paid by Check # 103252		09/06/2023	09/08/2023	09/08/2023		09/29/2023	638.24
			Account **6360.850 - Maint & Repairs Vehicle** Totals					Invoice Transactions 1		$638.24
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10580 - Tri County Fire Protection	HP61755	Extinguisher refills at Station 2	Paid by Check # 103255		08/31/2023	09/08/2023	09/08/2023		09/29/2023	231.06
			Account **6400.740 - Material & Suppl Special Dept Suppl** Totals					Invoice Transactions 1		$231.06
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 3		$1,099.30
			Division **000 - Non-Div** Totals					Invoice Transactions 3		$1,099.30
			Department **250 - Fire** Totals					Invoice Transactions 3		$1,099.30
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10237 - Ferguson Enterprise , Inc. # 1423	0756350	Maintenance	Paid by Check # 103223		08/15/2023	09/08/2023	09/08/2023		09/29/2023	28.73
10618 - IDN-Wilco	10268666-00	Padlocks	Paid by Check # 103229		09/14/2023	09/22/2023	09/22/2023		09/29/2023	241.77
			Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals					Invoice Transactions 2		$270.50

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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**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.070 - Maint & Repairs Bdg Public Safety**										
10187 - Della Mora Heating, Inc.	15683	HVAC at Marina PD	Paid by Check # 103220		09/08/2023	09/22/2023	09/22/2023		09/29/2023	366.79
10263 - Green Line	84599	Grease Trap	Paid by Check # 103227		09/18/2023	09/21/2023	09/21/2023		09/29/2023	1,785.00
		Account **6360.070 - Maint & Repairs Bdg Public Safety** Totals						Invoice Transactions 2		$2,151.79
Account **6360.170 - Maint & Repairs Elevator Svc**										
10574 - TK Elevator	3007461073	208 Palm Ave Full Maintenance	Paid by Check # 103254		09/01/2023	09/01/2023	09/01/2023		09/29/2023	1,438.85
		Account **6360.170 - Maint & Repairs Elevator Svc** Totals						Invoice Transactions 1		$1,438.85
Account **6360.440 - Maint & Repairs Landscape General**										
10230 - Ewing	20582578	Reacher	Paid by Check # 103222		09/14/2023	09/22/2023	09/22/2023		09/29/2023	183.43
10250 - Gavilan Pest Control	0155611	3254 Abdy Way Gophers	Paid by Check # 103225		08/30/2023	09/01/2023	09/01/2023		09/29/2023	300.00
10250 - Gavilan Pest Control	0155528	Preston Park	Paid by Check # 103225		08/30/2023	09/01/2023	09/01/2023		09/29/2023	180.00
10250 - Gavilan Pest Control	0156085	190 Seaside Circle Gophers	Paid by Check # 103225		09/14/2023	09/21/2023	09/21/2023		09/29/2023	300.00
		Account **6360.440 - Maint & Repairs Landscape General** Totals						Invoice Transactions 4		$963.43
Account **6360.445 - Maint & Repairs Maint - Perc Ponds**										
10090 - California Department of Forestry and Fire Pr.	000001533840	Crew Work Gabilan Camp	Paid by Check # 103216		09/12/2023	09/08/2023	09/08/2023		09/29/2023	1,135.40
10090 - California Department of Forestry and Fire Pr.	0000001533840	Gabilan Camp Reimbursement	Paid by Check # 103216		09/12/2023	09/22/2023	09/22/2023		09/29/2023	1,135.40
		Account **6360.445 - Maint & Repairs Maint - Perc Ponds** Totals						Invoice Transactions 2		$2,270.80
Account **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	086262	Lever Flush Chrome	Paid by Check # 103208		09/01/2023	09/01/2023	09/01/2023		09/29/2023	9.82
10728 - Ace Hardware-Public Works	086263	Lever Flush Chrome	Paid by Check # 103208		09/01/2023	09/01/2023	09/01/2023		09/29/2023	4.37
10728 - Ace Hardware-Public Works	086306	Shop	Paid by Check # 103208		09/07/2023	09/08/2023	09/08/2023		09/29/2023	6.54
10728 - Ace Hardware-Public Works	086332	Conduit	Paid by Check # 103208		09/08/2023	09/08/2023	09/08/2023		09/29/2023	206.41
10728 - Ace Hardware-Public Works	086319	Bug Spray	Paid by Check # 103208		09/08/2023	09/08/2023	09/08/2023		09/29/2023	15.30
10728 - Ace Hardware-Public Works	086318	Shop Supplies	Paid by Check # 103208		09/08/2023	09/08/2023	09/08/2023		09/29/2023	16.38
10728 - Ace Hardware-Public Works	086345	Fasteners	Paid by Check # 103208		09/12/2023	09/08/2023	09/08/2023		09/29/2023	26.03

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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	086349	Traffic Seed	Paid by Check # 103208		09/12/2023	09/21/2023	09/21/2023		09/29/2023	43.68
			Account **6360.690 - Maint & Repairs Supplies** Totals					Invoice Transactions	8	$328.53
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056034 090823	3240 De Forest Road	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	813.08
10349 - Marina Coast Water District	000056014 090823	3200 Del Monte Blvd	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	3,419.88
10349 - Marina Coast Water District	000056011 090823	3254 Abdy Way (Tate-Park Irrigation)	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	2,313.38
10349 - Marina Coast Water District	000056001 091423	209-13 Cypress Ave	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	106.93
10349 - Marina Coast Water District	000056019 091423	211 Hillcrest Ave	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	1,067.60
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	5	$7,720.87
Account **6400.225 - Material & Suppl Flags**										
10113 - Carrot-Top Industries	INV122194	Flags	Paid by Check # 103218		09/14/2023	09/22/2023	09/22/2023		09/29/2023	217.52
			Account **6400.225 - Material & Suppl Flags** Totals					Invoice Transactions	1	$217.52
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10043 - Aramark Uniform Service	5110301190	PW Shop Supplies	Paid by Check # 103211		09/08/2023	09/08/2023	09/08/2023		09/29/2023	77.11
10043 - Aramark Uniform Service	5110301189	PW Uniforms	Paid by Check # 103211		09/08/2023	09/08/2023	09/08/2023		09/29/2023	142.38
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	2	$219.49
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	27	$15,581.78
			Division **311 - Buildings & Grounds** Totals					Invoice Transactions	27	$15,581.78
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	086366	Fasteners	Paid by Check # 103208		09/14/2023	09/22/2023	09/22/2023		09/29/2023	1.31
10728 - Ace Hardware-Public Works	086371	Fasteners	Paid by Check # 103208		09/14/2023	09/22/2023	09/22/2023		09/29/2023	6.03
10728 - Ace Hardware-Public Works	086384	Supplies	Paid by Check # 103208		09/15/2023	09/22/2023	09/22/2023		09/29/2023	30.55
10728 - Ace Hardware-Public Works	086375	Supplies	Paid by Check # 103208		09/14/2023	09/22/2023	09/22/2023		09/29/2023	9.82

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	086347	Keys	Paid by Check # 103208		09/12/2023	09/22/2023	09/22/2023		09/29/2023	26.09
10728 - Ace Hardware-Public Works	086382	Wasp killer	Paid by Check # 103208		09/15/2023	09/22/2023	09/22/2023		09/29/2023	11.47
10728 - Ace Hardware-Public Works	086354	Supplies	Paid by Check # 103208		09/13/2023	09/22/2023	09/22/2023		09/29/2023	.86
10728 - Ace Hardware-Public Works	086425	Wasp Killer	Paid by Check # 103208		09/21/2023	09/22/2023	09/22/2023		09/29/2023	32.74
10825 - East Bay Tire Co.	1973679	Tires	Paid by Check # 103221		09/14/2023	09/21/2023	09/21/2023		09/29/2023	195.69
			Account **6360.690 - Maint & Repairs Supplies** Totals					Invoice Transactions	9	$314.56
Account **6360.850 - Maint & Repairs Vehicle**										
11230 - Golden State Truck & Trailer Repair, Inc.	W 41479	FD	Paid by Check # 103226		08/18/2023	09/08/2023	09/08/2023		09/29/2023	1,081.92
10428 - Monterey Tire Service	1-114426	Tires	Paid by Check # 103243		09/22/2023	09/22/2023	09/22/2023		09/29/2023	522.66
10428 - Monterey Tire Service	1-114473	Alignment	Paid by Check # 103243		09/22/2023	09/22/2023	09/22/2023		09/29/2023	99.95
10428 - Monterey Tire Service	1-114398	Tires	Paid by Check # 103243		09/20/2023	09/22/2023	09/22/2023		09/29/2023	372.26
10403 - NAPA Auto Parts - former Monterey Auto Supply	007242	2.5 Def	Paid by Check # 103244		09/11/2023	09/08/2023	09/08/2023		09/29/2023	170.30
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-005832	Mount	Paid by Check # 103244		09/05/2023	09/08/2023	09/08/2023		09/29/2023	184.53
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-008965	Headlight	Paid by Check # 103244		09/19/2023	09/22/2023	09/22/2023		09/29/2023	14.67
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-008590	Oil	Paid by Check # 103244		09/18/2023	09/22/2023	09/22/2023		09/29/2023	1,184.41
10403 - NAPA Auto Parts - former Monterey Auto Supply	009563	Filter	Paid by Check # 103244		09/21/2023	09/22/2023	09/22/2023		09/29/2023	36.04
10455 - O'Reilly Auto Parts	2631-219490	Qt2Cycle	Paid by Check # 103249		09/01/2023	09/01/2023	09/01/2023		09/29/2023	21.83
11681 - South Coast Emergency Vehicle Service	515192	Fire Department	Paid by Check # 103252		08/30/2023	09/01/2023	09/01/2023		09/29/2023	4,741.51
			Account **6360.850 - Maint & Repairs Vehicle** Totals					Invoice Transactions	11	$8,430.08
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	20	$8,744.64
			Division **313 - Vehicle Maint** Totals					Invoice Transactions	20	$8,744.64
			Department **310 - Public Works** Totals					Invoice Transactions	47	$24,326.42

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Fund **100 - General Fund**										
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.610 - Prof Svc Planning - Consultant**										
10508 - Regional Government Services	15638	Contract Services for Planning - August 2023	Paid by EFT # 3755		08/31/2023	09/27/2023	09/27/2023		09/29/2023	885.87
10508 - Regional Government Services	15639	Contract Services for Planning - Brass Taps - August 2023	Paid by EFT # 3755		08/31/2023	09/27/2023	09/27/2023		09/29/2023	203.38
		Account **6300.610 - Prof Svc Planning - Consultant** Totals						Invoice Transactions 2		$1,089.25
Account **6500.700 - Training & Travel Training & Travel**										
11779 - Alyson Hunter	9/16-9/19/23	Reimbursement for APA Conference 9/16-9/19/23	Paid by Check # 103209		09/16/2023	09/21/2023	09/21/2023		09/29/2023	613.23
11916 - Guido Persicone	9/16-9/19/2023	APA Conference 9/16-9/19/2023	Paid by Check # 103228		09/16/2023	09/22/2023	09/22/2023		09/29/2023	191.26
11915 - Nicholas McIlroy	09/16-09/17/2023	APA Conference 09/16-09/17/2023	Paid by Check # 103246		09/16/2023	09/21/2023	09/21/2023		09/29/2023	204.36
		Account **6500.700 - Training & Travel Training & Travel** Totals						Invoice Transactions 3		$1,008.85
Account **6600.700 - Other Charges Refunds of Fees/Charges**										
11917 - Min Bahadur Gurung	11917	Refund for Zoning Letter for duplicate payment	Paid by Check # 103241		09/22/2023	09/22/2023	09/22/2023		09/29/2023	110.00
		Account **6600.700 - Other Charges Refunds of Fees/Charges** Totals						Invoice Transactions 1		$110.00
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions 6		$2,208.10
		Division **000 - Non-Div** Totals						Invoice Transactions 6		$2,208.10
		Department **410 - Planning** Totals						Invoice Transactions 6		$2,208.10
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6500.700 - Training & Travel Training & Travel**										
11176 - McMinn, Brian	8-01-23	Brian Training Reimbursement	Paid by Check # 103239		08/01/2023	09/01/2023	09/01/2023		09/29/2023	792.18
11918 - Michaelle Mowery	09-07-23	APWA Meal Reimbursement	Paid by Check # 103240		09/07/2023	09/22/2023	09/22/2023		09/29/2023	138.00
		Account **6500.700 - Training & Travel Training & Travel** Totals						Invoice Transactions 2		$930.18
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions 2		$930.18
		Division **000 - Non-Div** Totals						Invoice Transactions 2		$930.18
		Department **420 - Engineering** Totals						Invoice Transactions 2		$930.18

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Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228660	custodial services for September 2023	Paid by Check # 103215		09/25/2023	09/25/2023	09/25/2023		09/29/2023	797.39
			Account **6360.360 - Maint & Repairs Janitorial** Totals					Invoice Transactions 1		$797.39
Account **6380.150 - Utilities Comm Phone System**										
10603 - Verizon Wireless	9944660652	542484588-00001	Paid by EFT # 3757		09/17/2023	09/25/2023	09/25/2023		09/29/2023	259.55
			Account **6380.150 - Utilities Comm Phone System** Totals					Invoice Transactions 1		$259.55
Account **6400.651 - Material & Suppl Recr Donation - Spec Recr Prog**										
11845 - Veterans Transition Center	070872	MLK Event	Paid by Check # 103256		08/31/2023	09/25/2023	09/25/2023		09/29/2023	324.00
			Account **6400.651 - Material & Suppl Recr Donation - Spec Recr Prog** Totals					Invoice Transactions 1		$324.00
Account **6500.700 - Training & Travel Training & Travel**										
11908 - Andrea Willer - Employee	08-20-23	Reimbursement - CPRS conference	Paid by Check # 103210		08/20/2023	09/25/2023	09/25/2023		09/29/2023	269.33
			Account **6500.700 - Training & Travel Training & Travel** Totals					Invoice Transactions 1		$269.33
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 4		$1,650.27
			Division **100 - Admin** Totals					Invoice Transactions 4		$1,650.27
Division **511 - Youth**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228660	custodial services for September 2023	Paid by Check # 103215		09/25/2023	09/25/2023	09/25/2023		09/29/2023	370.19
			Account **6360.360 - Maint & Repairs Janitorial** Totals					Invoice Transactions 1		$370.19
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$370.19
			Division **511 - Youth** Totals					Invoice Transactions 1		$370.19
Division **512 - Teen**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228660	custodial services for September 2023	Paid by Check # 103215		09/25/2023	09/25/2023	09/25/2023		09/29/2023	521.70
			Account **6360.360 - Maint & Repairs Janitorial** Totals					Invoice Transactions 1		$521.70
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$521.70
			Division **512 - Teen** Totals					Invoice Transactions 1		$521.70

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Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **513 - Senior**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228660	custodial services for September 2023	Paid by Check # 103215		09/25/2023	09/25/2023	09/25/2023		09/29/2023	370.19
			Account **6360.360 - Maint & Repairs Janitorial** Totals					Invoice Transactions 1		$370.19
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$370.19
			Division **513 - Senior** Totals					Invoice Transactions 1		$370.19
			Department **510 - Recreation & Culture** Totals					Invoice Transactions 7		$2,912.35
			Fund **100 - General Fund** Totals					Invoice Transactions 87		$74,919.17

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Fund **130 - Library Maintenance**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	143683	Landscape Maintenance August 2023	Paid by Check # 103245		08/31/2023	09/01/2023	09/01/2023		09/29/2023	675.00
			Account **6360.440 - Maint & Repairs Landscape General** Totals					Invoice Transactions 1		$675.00
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$675.00
			Division **000 - Non-Div** Totals					Invoice Transactions 1		$675.00
			Department **000 - Non-Dept** Totals					Invoice Transactions 1		$675.00
			Fund **130 - Library Maintenance** Totals					Invoice Transactions 1		$675.00

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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 **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056084 090823	Crescent/Shuler/Irrigation	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	28.34
10349 - Marina Coast Water District	000056032 090823	Crescent Ave/Costa Del Mar East Side	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	62.91
10349 - Marina Coast Water District	000056030 090823	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	38.22
10349 - Marina Coast Water District	000056008 090823	Reservation & Del Monte	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	28.34
10349 - Marina Coast Water District	000056085 090823	Crescent/Whitney Irrigation	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	28.34
10349 - Marina Coast Water District	000056021 091423	Reservation Rd/By 290-308 Reservation	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	36.77
10349 - Marina Coast Water District	000056024 091423	Del Monte/Palm	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	92.55
10349 - Marina Coast Water District	000056016 091423	Resev Rd & Seacrest Ave-Next to Fire Hyd	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	36.77
10349 - Marina Coast Water District	000056027 091423	Calif Ave at Reindollar	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	38.22
10349 - Marina Coast Water District	000056022 091423	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 103237		09/14/2023	09/25/2023	09/25/2023		09/29/2023	36.77
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	10	$427.23
Account **6400.155 - Material & Suppl Dump Fees**										
10427 - Monterey Regional Waste Management District	3920811	Streets	Paid by Check # 103242		09/21/2023	09/22/2023	09/22/2023		09/29/2023	46.06
10427 - Monterey Regional Waste Management District	3920838	Streets	Paid by Check # 103242		09/21/2023	09/22/2023	09/22/2023		09/29/2023	42.30
10427 - Monterey Regional Waste Management District	3916613	Streets	Paid by Check # 103242		09/15/2023	09/22/2023	09/22/2023		09/29/2023	63.64
10427 - Monterey Regional Waste Management District	3917003	Streets	Paid by Check # 103242		09/15/2023	09/22/2023	09/22/2023		09/29/2023	157.62
10427 - Monterey Regional Waste Management District	3916874	Streets	Paid by Check # 103242		09/15/2023	09/22/2023	09/22/2023		09/29/2023	76.96
10427 - Monterey Regional Waste Management District	3916946	Dump Run	Paid by Check # 103242		09/15/2023	09/22/2023	09/22/2023		09/29/2023	66.60
10427 - Monterey Regional Waste Management District	3916520	Streets	Paid by Check # 103242		09/15/2023	09/22/2023	09/22/2023		09/29/2023	78.44
10427 - Monterey Regional Waste Management District	3916668	Streets	Paid by Check # 103242		09/15/2023	09/22/2023	09/22/2023		09/29/2023	59.94
10427 - Monterey Regional Waste Management District	3915840	Streets	Paid by Check # 103242		09/14/2023	09/22/2023	09/22/2023		09/29/2023	27.38

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

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 **6400.155 - Material & Suppl Dump Fees**										
10427 - Monterey Regional Waste Management District	3916147	Streets	Paid by Check # 103242		09/14/2023	09/22/2023	09/22/2023		09/29/2023	37.00
10427 - Monterey Regional Waste Management District	3915802	Streets	Paid by Check # 103242		09/14/2023	09/22/2023	09/22/2023		09/29/2023	50.32
10427 - Monterey Regional Waste Management District	3916029	Streets	Paid by Check # 103242		09/14/2023	09/22/2023	09/22/2023		09/29/2023	76.22
10427 - Monterey Regional Waste Management District	3916167	Streets	Paid by Check # 103242		09/14/2023	09/22/2023	09/22/2023		09/29/2023	88.06
10427 - Monterey Regional Waste Management District	3914936	Streets	Paid by Check # 103242		09/13/2023	09/22/2023	09/22/2023		09/29/2023	76.22
10427 - Monterey Regional Waste Management District	3914818	Streets	Paid by Check # 103242		09/13/2023	09/22/2023	09/22/2023		09/29/2023	59.94
10427 - Monterey Regional Waste Management District	3915341	Streets	Paid by Check # 103242		09/13/2023	09/22/2023	09/22/2023		09/29/2023	71.78
10427 - Monterey Regional Waste Management District	3915156	Streets	Paid by Check # 103242		09/13/2023	09/22/2023	09/22/2023		09/29/2023	65.86
10427 - Monterey Regional Waste Management District	3915105	Dump Run	Paid by Check # 103242		09/13/2023	09/22/2023	09/22/2023		09/29/2023	76.96
10427 - Monterey Regional Waste Management District	3914878	Streets	Paid by Check # 103242		09/13/2023	09/22/2023	09/22/2023		09/29/2023	92.50
10427 - Monterey Regional Waste Management District	3915238	Streets	Paid by Check # 103242		09/13/2023	09/22/2023	09/22/2023		09/29/2023	80.66
10427 - Monterey Regional Waste Management District	3919447	Dump Run	Paid by Check # 103242		09/19/2023	09/22/2023	09/22/2023		09/29/2023	31.49
10427 - Monterey Regional Waste Management District	3918829	Dump Run	Paid by Check # 103242		09/19/2023	09/22/2023	09/22/2023		09/29/2023	29.61
10427 - Monterey Regional Waste Management District	3919341	Dump Run	Paid by Check # 103242		09/19/2023	09/22/2023	09/22/2023		09/29/2023	41.36
10427 - Monterey Regional Waste Management District	3919097	Streets	Paid by Check # 103242		09/19/2023	09/22/2023	09/22/2023		09/29/2023	44.18
10427 - Monterey Regional Waste Management District	3919467	Dump Run	Paid by Check # 103242		09/19/2023	09/22/2023	09/22/2023		09/29/2023	12.69
10427 - Monterey Regional Waste Management District	3919396	Streets	Paid by Check # 103242		09/19/2023	09/22/2023	09/22/2023		09/29/2023	42.77
10427 - Monterey Regional Waste Management District	3919143	Dump Run	Paid by Check # 103242		09/19/2023	09/22/2023	09/22/2023		09/29/2023	37.60
10427 - Monterey Regional Waste Management District	3918307	Streets	Paid by Check # 103242		09/18/2023	09/22/2023	09/22/2023		09/29/2023	68.82
10427 - Monterey Regional Waste Management District	3918503	Streets	Paid by Check # 103242		09/18/2023	09/22/2023	09/22/2023		09/29/2023	84.36

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

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 **6400.155 - Material & Suppl Dump Fees**										
10427 - Monterey Regional Waste Management District	3919927	Dump Run	Paid by Check # 103242		09/20/2023	09/22/2023	09/22/2023		09/29/2023	35.25
10427 - Monterey Regional Waste Management District	3920281	Streets	Paid by Check # 103242		09/20/2023	09/22/2023	09/22/2023		09/29/2023	30.08
10427 - Monterey Regional Waste Management District	3920000	Streets	Paid by Check # 103242		09/20/2023	09/22/2023	09/22/2023		09/29/2023	49.35
10427 - Monterey Regional Waste Management District	3918922	Dump Run	Paid by Check # 103242		09/19/2023	09/25/2023	09/25/2023		09/29/2023	55.00
10427 - Monterey Regional Waste Management District	3921810	Perc Ponds	Paid by Check # 103242		09/22/2023	09/25/2023	09/25/2023		09/29/2023	36.66
			Account **6400.155 - Material & Suppl Dump Fees** Totals					Invoice Transactions	34	$1,993.68
Account **6400.733 - Material & Suppl Signs**										
10710 - It-Straps-On, Inc.	55686	SS Band	Paid by Check # 103230		08/03/2023	09/25/2023	09/25/2023		09/29/2023	186.38
10624 - Z.A.P. Manufacturing	8016	Letters	Paid by Check # 103258		09/13/2023	09/22/2023	09/22/2023		09/29/2023	423.00
			Account **6400.733 - Material & Suppl Signs** Totals					Invoice Transactions	2	$609.38
Account **6400.780 - Material & Suppl Traffic Signal**										
11515 - Nor Cal Signal Supply - Ellen Lynnette Poole	1250-1	Push Button Pole	Paid by Check # 103248		09/05/2023	09/01/2023	09/01/2023		09/29/2023	1,236.71
			Account **6400.780 - Material & Suppl Traffic Signal** Totals					Invoice Transactions	1	$1,236.71
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	47	$4,267.00
			Division **000 - Non-Div** Totals					Invoice Transactions	47	$4,267.00
			Department **000 - Non-Dept** Totals					Invoice Transactions	47	$4,267.00
			Fund **220 - Gas Tax** Totals					Invoice Transactions	47	$4,267.00

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

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.	60211	Blight Removal	Paid by Check # 103257		08/29/2023	08/31/2023	08/31/2023		09/29/2023	18,375.33
			Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions 1			$18,375.33
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions 1			$18,375.33
			Division **000 - Non-Div** Totals				Invoice Transactions 1			$18,375.33
			Department **000 - Non-Dept** Totals				Invoice Transactions 1			$18,375.33
			Fund **223 - FORA Dissolution** Totals				Invoice Transactions 1			$18,375.33

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **232 - Seabreeze AD**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	143683	Landscape Maintenance August 2023	Paid by Check # 103245		08/31/2023	09/01/2023	09/01/2023		09/29/2023	218.00
		Account **6360.440 - Maint & Repairs Landscape General** Totals						Invoice Transactions 1		$218.00
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions 1		$218.00
		Division **000 - Non-Div** Totals						Invoice Transactions 1		$218.00
		Department **000 - Non-Dept** Totals						Invoice Transactions 1		$218.00
		Fund **232 - Seabreeze AD** Totals						Invoice Transactions 1		$218.00

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

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 **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	143683	Landscape Maintenance August 2023	Paid by Check # 103245		08/31/2023	09/01/2023	09/01/2023		09/29/2023	468.00
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions 1			$468.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$468.00
Division **000 - Non-Div** Totals							Invoice Transactions 1			$468.00
Department **000 - Non-Dept** Totals							Invoice Transactions 1			$468.00
Fund **233 - Monterey Bay Estates AD** Totals							Invoice Transactions 1			$468.00

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

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 **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	143683	Landscape Maintenance August 2023	Paid by Check # 103245		08/31/2023	09/01/2023	09/01/2023		09/29/2023	530.00
		Account **6360.440 - Maint & Repairs Landscape General** Totals						Invoice Transactions 1		$530.00
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056015 090823	Corner of Cardoza & Dolphin Circle	Paid by Check # 103237		09/08/2023	09/21/2023	09/21/2023		09/29/2023	62.91
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions 1		$62.91
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 2		$592.91
			Division **000 - Non-Div** Totals					Invoice Transactions 2		$592.91
			Department **000 - Non-Dept** Totals					Invoice Transactions 2		$592.91
			Fund **235 - Cypress Cove II AD** Totals					Invoice Transactions 2		$592.91

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **251 - CFD - Locke Paddon**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	143683	Landscape Maintenance August 2023	Paid by Check # 103245		08/31/2023	09/01/2023	09/01/2023		09/29/2023	249.00
			Account **6360.440 - Maint & Repairs Landscape General** Totals					Invoice Transactions 1		$249.00
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 1		$249.00
			Division **000 - Non-Div** Totals					Invoice Transactions 1		$249.00
			Department **000 - Non-Dept** Totals					Invoice Transactions 1		$249.00
			Fund **251 - CFD - Locke Paddon** Totals					Invoice Transactions 1		$249.00

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **422 - Capital Projects - Measure X**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11711 - Precision Grade Inc.	166-RET	Annual Street Resurfacing	Paid by Check # 103261		09/07/2023	09/17/2023	09/17/2023		09/29/2023	54,174.70
11711 - Precision Grade Inc.	187	Annual Street Resurfacing	Paid by Check # 103261		09/08/2023	09/17/2023	09/17/2023		09/29/2023	76,037.59
11711 - Precision Grade Inc.	191	Annual Street Resurfacing 2021 Phase 2	Paid by Check # 103261		09/08/2023	09/17/2023	09/17/2023		09/29/2023	19,053.09
11847 - BKF Engineers	23081150	Marina Pavement Management Program	Paid by Check # 103214		08/22/2023	09/01/2023	09/01/2023		09/29/2023	9,086.50
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions 4		$158,351.88
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions 4		$158,351.88
			Division **000 - Non-Div** Totals					Invoice Transactions 4		$158,351.88
			Department **000 - Non-Dept** Totals					Invoice Transactions 4		$158,351.88
			Fund **422 - Capital Projects - Measure X** Totals					Invoice Transactions 4		$158,351.88

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

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**										
10316 - Kimley-Horn & Associates	097789008-0823	Imjin Parkway PS&E	Paid by Check # 103234		08/31/2023	09/22/2023	09/22/2023		09/29/2023	39,048.30
11802 - Baker Tilly US, LLP	BT2526919	Analysis of Equestrian Boarding 2023	Paid by Check # 103212		09/08/2023	09/08/2023	09/08/2023		09/29/2023	200.00
10967 - Monterey Signs, Inc.	23469	Bronze Plaques	Paid by EFT # 3754		09/19/2023	09/21/2023	09/21/2023		09/29/2023	250.00

Account **6300.570 - Prof Svc Other** Totals	Invoice Transactions 3	$39,498.30
Sub-Division **00 - Non-Subdiv** Totals	Invoice Transactions 3	$39,498.30
Division **000 - Non-Div** Totals	Invoice Transactions 3	$39,498.30
Department **000 - Non-Dept** Totals	Invoice Transactions 3	$39,498.30
Fund **462 - City Capital Projects** Totals	Invoice Transactions 3	$39,498.30

Accounts Payable by G/L Distribution Report

Payment Date Range 09/29/23 - 09/29/23

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**										
11718 - Noland, Hamerly, Etienne & Hoss	236607	Professional Legal Services - Aug-Sept 2023	Paid by Check # 103247		09/22/2023	09/25/2023	09/25/2023		09/29/2023	225.00
10249 - Gatzke Dillon & Ballance	14970	Airport Issues for August 2023	Paid by Check # 103224		09/14/2023	09/29/2023	09/21/2023		09/29/2023	2,051.00
		Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals						Invoice Transactions	2	$2,276.00
Account **6360.050 - Maint & Repairs Building**										
11456 - William A. Thayer Construction, Inc	2021-19-1	721 Neeson Rd Bldg. 533 Hangar Control Upgrade	Paid by EFT # 3758		07/12/2023	09/27/2023	09/27/2023		09/29/2023	9,661.24
11456 - William A. Thayer Construction, Inc	2021-19-2	721 Neeson Rd Bldg. 533 Hangar Control Upgrade	Paid by EFT # 3758		07/26/2023	09/27/2023	09/27/2023		09/29/2023	1,895.52
		Account **6360.050 - Maint & Repairs Building** Totals						Invoice Transactions	2	$11,556.76
Account **6360.280 - Maint & Repairs Habitat Management Svc**										
10250 - Gavilan Pest Control	155834	Airport Bldg 520 Rodents	Paid by Check # 103225		09/11/2023	09/30/2023	09/22/2023		09/29/2023	75.00
10250 - Gavilan Pest Control	155833	Airport Bldg 520 Squirrels	Paid by Check # 103225		09/11/2023	09/30/2023	09/22/2023		09/29/2023	1,150.00
		Account **6360.280 - Maint & Repairs Habitat Management Svc** Totals						Invoice Transactions	2	$1,225.00
		Sub-Division **00 - Non-Subdiv** Totals						Invoice Transactions	6	$15,057.76
		Division **000 - Non-Div** Totals						Invoice Transactions	6	$15,057.76
		Department **000 - Non-Dept** Totals						Invoice Transactions	6	$15,057.76
		Fund **555 - Marina Airport** Totals						Invoice Transactions	6	$15,057.76
		Grand Totals						Invoice Transactions	154	$312,672.35

DRAFT

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

MINUTES

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.

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, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen,

   MEMBERS ABSENT: Kathy Biala (Excused), Mayor/Chair Bruce C. Delgado (Excused)

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None

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

Heidi Quinn, Interim City Attorney reported out Closed Session: The council met tonight in closed session on just one item 4(b) regarding property APN 03120100500 and 031-25-1018, as to that item direction was provided and there was no reportable action taken. The second item 4(a) was not considered by Council tonight for a lack of quorum.

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:

Council Member Visscher – Announced MST will start the bus service between Salinas and Gilroy on October 19, 2023, doing four roundtrip a day.

Council Member McCarthy – Monday was an unveiling of a utility box wrap done by Marina Youth Arts at California Ave and Marina Heights Dr that honors Lenore Masterson. Spoke about the Lead Me Home Summit run by Seaside Coalition of Homeless Service Providers.

Mayor ProTem Medina Dirksen – Spoke about the Joby Aero program called Girls in Aviation, which exposes them to STEM careers, science careers and possibility of careers in in aviation.

Andrea Willer – Announced on Saturday, September 23rd at Gloria Jean Tate Park in conjunction with the pump track is a movie about mountain biking, the culture of mountain biking and the language of mountain biking. The event starts at 5:30 p.m. and the movie will start around 7:30 p.m.

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.

- Chandler Roland – Spoke about the MST Surf Line Project and his request for ridership number for bus line 20 for 2022 and 2023 from MST directly with a response that they don't retain passenger data. Stated this project will destroy the 6-miles of environmental landscape and asked Council to reject MST's proposal.
- Tommy Bolea – Spoke about California giving grants of up to $250,000 to cities and counties and governments, but one for churches or non-profits. Deadline to apply is October 28, 2023.
- Grace Silva-Santella – Express appreciation to Council Member McCarthy for the conversation about the project Room Key in the Country Inn on September 12th. Hope's council will thoroughly investigate what happened and find out what the problem was, and why the problems happened, why it became so dangerous, and negative for the city of Marina.

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. 2023-92**, 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. 2023-93**, authorizing the purchase of 4 Motorola Mobile Radios and necessary accessories.

(2) Adopting **Resolution No. 2023-94**, 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. 2023-95**, 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.

Council Member McCarthy a question for item: 10m(1), asked if the city received more than two applications for the Recreation Commission.

VISSCHER/MCCARTHY: THAT WE APPROVE THE CONSENT AGENDA WITH CORRECTIONS TO AGENDA ITEMS 10b(1) AND 10k(1). 3-0-2(Biala, Delgado)- 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.*

a. Council consider introduction of **Ordinance No. 2023-11**, 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.

Public Comments: None received.

MCCARTHY/VISSCHER: THAT WE INTRODUCE THE ORDINANCE WITH THE STAFF'S CLARIFICATIONS ON WHAT'S ALLOWED AT THE PUMP TRACK AND TO COME BACK FOR THE SECOND READING. 3-0-2(Biala, Delgado)-0 Motion Passes

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. 2023-96**, 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.

Public Comments:

- Tommy Bolea – Commented on 5G, 6G, the need for more towers and Marina known for no cell service. Noted the cell tower need to fit into the area and not look like a tower.
- Jeff Markham – Asked if the existing cell tower by the Equestrian Center and HAM station would ne coming down and if the existing tenants would move to the new cell location.
- Tom Clark – Stated the cell tower was not being placed in the correct area, it's double the height of any of the trees. Believes AT&T should be responsible for proposing alternate sites. Believes smaller towers should be placed throughout Marina.
- Mia Nguyen – Agrees the cell tower does not match its surroundings. Hopes the council will take into consideration the homeowners who purchased the surrounding homes. Stated phone cell technology will go to satellite so towers will no longer be needed.
- Denise Turley – Commented on the windmill style cell tower at the corner of Blanco and Davis Rd.

VISSCHER/MEDINA DIRKSEN: TO ADOPT RESOLUTION NO. 2023-96, 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 AVENUE AND 3RD AVENUE WITH THE CORRECTIONS AS NOTED BY THE CITY ATTORNEY:

- **a. CITY IS NOT OBLIGATED TO IMPROVE A ROAD FOR ACCESS.**
- **b. MAINTENANCE OF LANDSCAPING REQUIREMENT DOESN'T EXTEND THROUGHOUT THE PROPERTY.**
- **c. ADDING THE NOTIFICATION REQUIREMENT FROM THE TENANT TO THE CITY OF ANY CLAIMS IT SHOULD BE A PROMPT NOTIFICATION.**
- **d. MORE CLARITY AROUND RESTORING THE PROPERTY TO THE ORIGINAL CONDITION.**
- **e. MAKING SURE THAT THERE ARE REMEDIES FOR FAILURE TO MAINTAIN THE FACILITIES.**

AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY. 3-0-2(Biala, Delgado)-0 Motion Passes

b. Receive information from Team CivX on Facilities Bond Measure.

Public Comments:

- Mia Nguyen – Asked how many people responded to the survey and what part of the city they lived in? Noted fire safety was important now due to increase residency. Voters need to be well informed of what they are voting for.
- Jeff Markham – Stated there was lot of confusion about the specifics of exactly what's being proposed, specifically where the potential building would be constructed. Asked about the impact fees for the Marina Station project. Public education isn't going to be all that effective until a taxpayer knows exactly what's being proposed.
- Tommy Bolea – Commented on there being a lot of residents on fixed incomes and can't afford more taxes. Suggested purchasing the entire lot at 3056 Del Monte and using that for City Hall and Fire; and also suggested selling off more Fort Ord lands.
- Grace Silva-Santella – Found the presentation fascinating. Appreciated the conversation from council members stressing that this is not just about fire safety but important critical issues that we have here in Marina. Commented that to get the voters to pass a bond you need more details with the locations and schematics for the new buildings.

Council discussed: financial breakdown of housing fees received from property taxes and sales tax; past record inflation; contents of educational material to go to voters, possible location of new facilities, duration of bonds, educational material language and potential election dates.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

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

15. ADJOURNMENT: The meeting adjourned at 9:40 P.M.

____
Anita Sharp, Deputy City Clerk

ATTEST:

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Cristina Medina Dirksen, Mayor Pro Tem

September 19, 2023 Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 3, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, AUTHORIZING AND ENTERING INTO AGREEMENTS FOR THE REGIONAL EARLY ACTION PLANNING GRANT (REAP 2.0) AND DIRECT THE CITY MANAGER TO SELECT A CONSULTANT FROM THE CITY'S PRE-APPROVED VENDOR LIST TO IMPLEMENT THE GRANT

REQUEST: It is recommended that the City Council consider:

(1) Adopting Resolution No. 2023-, directing staff to accept Regional Early Action Program (REAP) 2.0 grant funding and implement said grant in a timely manner by selecting a qualified consultant.

BACKGROUND:
On July 5, 2023, the City Council via resolution 2023-69 directed city staff to apply for Regional Early Action Planning grants (REAP 2.0). The REAP program had two components: noncompetitive and competitive funds.[1] On September 1, 2023, the City of Marina was awarded $85,000 in noncompetitive REAP 2.0 funds from the Association of Monterey Bay Area Governments (AMBAG), the local council of government administering the grant program.

The focus of the REAP 2.0 noncompetitive grant funds is on implementing the Sixth Cycle Housing Element after certification by the California Department of Housing and Community Development (State HCD). The staff recommendation is to formally accept the funds and to direct the City Manager to implement said funds by selecting a consultant from the City's pre-approved vendor list.

CEQA IMPACT:
A grant application is not considered a project under the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA review.

REVIEWED/CONCUR:

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

____
Layne P. Long
City Manager
City of Marina

[1] Marina will be notified by AMBAG in the late Fall of 2023 if competitive grant funds have been awarded.

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA TO APPROVE ENTERING INTO AGREEMENTS FOR THE REGIONAL EARLY ACTION PLANNING GRANT REAP 2.0 PROGRAM AND TO DIRECT THE CITY MANAGER TO SELECT A CONSULTANT FROM THE CITY PRE-APPROVED VENDOR LIST TO IMPLEMENT THE GRANT

WHEREAS, the California Department of Housing and Community Development (HCD) is authorized to provide up to $510,000,000 to Metropolitan Planning Organizations and Councils of Government listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning Grants Program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10; and

WHEREAS, the State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Metropolitan Planning Organizations and Councils of Government; and

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) requested funds from HCD pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1); and

WHEREAS, HCD approved AMBAG's Request for Funds, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between HCD and AMBAG; and

WHEREAS, AMBAG is authorized to suballocate REAP 2.0 funds to eligible applicants in the AMBAG region and will administer the REAP 2.0 grant program and provide oversight of the grant program in the AMBAG region; and

WHEREAS, AMBAG developed a suballocation program in cooperation with HCD and eligible applicants in the AMBAG region; and

WHEREAS, the AMBAG issued a Notice of Funding Availability for a REAP 2.0 suballocation program for eligible applicants in the AMBAG region on June 15, 2023;

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

WHEREAS, the amounts allocated to City of Marina will be based on the allocation method approved by HCD and AMBAG; and

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

THEREFORE, BE IT RESOLVED:

1. The City of Marina is hereby authorized to accept an allocation not to exceed **$85,000** from the Association of Monterey Bay Area Governments for REAP 2.0 grant funding, and

2. The City of Marina is hereby authorized to enter into agreements and take further actions as may be necessary to give effect to this resolution, such as executing amendments, memorandums of understanding, and approving funding applications with the Association of Monterey Bay Area Governments for REAP 2.0 grant funding.
3. Direct the City Manager to enter into necessary agreements with pre-approved vendors to implement the REAP 2.0 grant.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 3rd day of October 2023 by the following vote:

AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:

____
Bruce Delgado, Mayor

ATTEST:

____
Anita Sharp, Deputy City Clerk

September 28, 2023 Item No: **10f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 3, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING A REQUEST BY THE CONTRACTING PARTIES OF 104 INVESTMENTS, LLC, LOCANS INVESTMENTS, LLC, WATHEN CASTANOS PETERSON HOMES, INC., WATHEN CASTANOS PETERSON COASTAL, LP, AND MARINA DEVELOPERS, INC., TO RELEASE A PORTION OF THE PERFORMANCE SECURITY FOR PUBLIC IMPROVEMENTS IN THE SEA HAVEN PHASE 3 AREA IN THE AMOUNT OF $6,065,795.24, ACCEPTING A SUBSTITUTE PERFORMANCE BOND SECURITY OF $673,977.25 FOR REMAINING PUNCH LIST ITEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:
It is requested that the City Council consider adopting Resolution No. 2023-:

1. Approving a request by the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., to release a portion of the performance security for public improvements in the Sea Haven Phase 3 area in the amount of $6,065,795.24,
2. Accepting a substitute performance bond security of $673,977.25 for the remaining punch list items, and;
3. Authorizing the City Manager to execute the release agreements on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:
At the regular meeting of February 19, 2020, and March 16, 2021, the City Council adopted Resolutions No. 2020-20 and No. 2021-18, approving Public Improvement Agreements between City of Marina (City) and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc. (Developer), to construct public improvements in the Sea Haven Phase 3A and 3B areas. The Contracting Parties, as required by the Public Improvement Agreement, filed with the City Clerk performance bonds in the combined amount of $6,739,772.49 to guarantee completion of public improvements within Phases 3A and 3B as described in the Agreements **("EXHIBIT A").**

ANALYSIS:
On August 16, 2023, City staff received a written request from the Developer to reduce the performance bond by 90% and accept a substitute performance bond of 10% of the original bond amount for remaining punch list items. The Agreements with the Developer do not require acceptance prior to 100% completion. Government Code §66499.7 permits the Developer to seek a partial release of its performance bond following verified satisfactory completion of at least 80% of the work. A partial release of performance security does not operate as an acceptance of the completed improvements and the risk of loss and responsibility for maintenance remains with the Developer until acceptance.

The Public Improvement Agreements with the Developer provide for security in the form of a performance bond in the total amount of the contract price (for these agreements, the total price is $6,739,772.49). There is a one-year warranty period following acceptance for which the performance bond may serve as security or, alternatively, the developer may substitute a warranty bond in the amount of 10% of the total contract price.

Staff has confirmed that a substantial portion representing 90% of the public improvements has been completed in accordance with documentation submitted by the Developer and in conformance with the approved Improvement Plans **(See "EXHIBIT B")**. The remaining punch list items include site striping and signage, and staff is assured that these improvements will be completed for final acceptance of all improvements.

The Developer shall provide substitute security in the amount of $673,977.25 in place of the original $6,739,772.49 in performance security. The Developer has provided an updated Title Report that shows that the bonds to be released are unencumbered by mechanical lien claims.

FISCAL IMPACT:

There is no fiscal impact as City inspections have shown approximately $6,065,795.24 in improvements has been completed per approved plans and any failure to complete the public improvements is covered by the substitute security in the amount of $673,977.25.

CONCLUSION:

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

Respectfully submitted,

____

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

REVIEWED/CONCUR:

____

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

____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE REQUEST BY THE CONTRACTING PARTIES OF 104 INVESTMENTS, LLC, LOCANS INVESTMENTS, LLC, WATHEN CASTANOS PETERSON HOMES, INC., WATHEN CASTANOS PETERSON COASTAL, LP, AND MARINA DEVELOPERS, INC., TO RELEASE A PORTION OF THE PERFORMANCE SECURITY FOR PUBLIC IMPROVEMENTS IN THE SEA HAVEN PHASE 3 AREA IN THE AMOUNT OF $6,065,795.24, ACCEPTING A SUBSTITUTE PERFORMANCE BOND SECURITY OF $673,977.25 FOR THE REMAINING PUNCH LIST ITEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of February 19, 2020, and March 16, 2021, the City Council adopted Resolutions No. 2020-20 and No. 2021-18, approving Public Improvement Agreements between City of Marina (City) and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc. (Developer), to construct public improvements in the Sea Haven Phase 3A and 3B areas. The Contracting Parties, as required by the Public Improvement Agreement, filed with the City Clerk performance bonds in the combined amount of $6,739,772.49 to guarantee completion of public improvements within Phases 3A and 3B as described in the Agreements ("EXHIBIT A"), and;

WHEREAS, on August 16, 2023, City staff received a written request from the Developer to reduce the performance bond by 90% and accept a substitute performance bond of 10% of the original bond amount for remaining punch list items. The Agreements with the Developer do not require acceptance prior to 100% completion. Government Code §66499.7 permits the Developer to seek a partial release of its performance bond following verified satisfactory completion of at least 80% of the work. A partial release of performance security does not operate as an acceptance of the completed improvements and the risk of loss and responsibility for maintenance remains with the Developer until acceptance, and;

WHEREAS, the Public Improvement Agreements with the Developer provide for security in the form of a performance bond in the total amount of the contract price (for these agreements, the total price is $6,739,772.49). There is a one-year warranty period following acceptance for which the performance bond may serve as security or, alternatively, the developer may substitute a warranty bond in the amount of 10% of the total contract price, and;

WHEREAS, staff has confirmed that a substantial portion representing 90% of the public improvements has been completed in accordance with documentation submitted by the Developer and in conformance with the approved Improvement Plans. The remaining punch list items include site striping and signage, and staff is assured that these improvements will be completed for final acceptance of all improvements, and;

WHEREAS, the Developer shall provide substitute security in the amount of $673,977.25 in place of the original $6,739,772.49 in performance security. The Developer has provided an updated Title Report that shows that the bonds to be released are unencumbered by mechanical lien claims, and;

WHEREAS, there is no fiscal impact as City inspections have shown approximately $6,065,795.24 in improvements has been completed per approved plans and any failure to complete the public improvements is covered by the substitute security in the amount of $673,977.25.

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

1. Approve the request by the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., Wathen Castanos Peterson Coastal, LP, and Marina Developers, Inc., to release a portion of the performance security for public improvements in the Sea Haven Phase 3 area in the amount of $6,065,795.24,
2. Accept a substitute performance bond security of $673,977.25 for the remaining punch list items, and;
3. Authorize the City Manager to execute the release agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of October 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

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES
"Sea Haven"
– Phase 3a –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this 5th day of February, 2020, by and between the City of Marina, herein called the "City," a municipal corporation, and 104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer"). Co-Owners and Developer are collectively referred to herein as "Contracting Parties" and in the singular as a "Contracting Party."

WHEREAS, pursuant to the grant deed from Cypress Marina Heights LLC ("Cypress Marina Heights") dated April 13, 2019, as Document No. 2018015912, Co-Owners are now the owners of the land known as "Sea Haven Phase 3a" (the "Property"); and

WHEREAS, Developer is under contract to purchase the Property from Co-Owners and after such purchase will improve the Property according to this Agreement; and

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

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

WHEREAS, Cypress Marina Heights assigned, and Wathen Castanos Peterson Homes, Inc. assumed portions of the rights and obligations of Cypress Marina Heights under the Amended Development Agreement between the City and Cypress Marina Heights; and

WHEREAS, Cypress Marina Heights remains obligated under the Amended Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, prior to its adoption of the Development Agreement, the City approved a Specific Plan for the Project Site, General Plan Amendments, a Specific Plan Zoning Ordinance and Map Amendments, a tentative Map and certified an EIR (collectively the "Project Approvals") subject to the Conditions of Approval attached to Resolution 2004-44 and compliance with Marina Municipal Code Section 16.16.100 requiring a subdivision improvement agreement and bonding prior to approval of the first Final Map; and

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

WHEREAS, on July 3, 2018, the City and Wathen Castanos Peterson Homes, Inc. entered into the First Amendment to the Development Agreement ("First Amendment") amending the terms of the Amended Development Agreement; and

WHEREAS, improvement plans entitled "Street Improvement Plans for Sea Haven Phase 3a," herein "Improvement Plans," have been submitted to the City for approval and acceptance which improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A,** herein the "Improvements;" and

WHEREAS, the Developer, with the consent of the Co-Owners, will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Sea Haven Phase 3a; and

WHEREAS, the City will not accept any of the Sea Haven Phase 3a Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Co-Owners or Developer require certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of such Improvements, and public service facilities after acceptance by City, and for providing the necessary connecting system, and the City has agreed to discharge those responsibilities following its acceptance of the Improvements.

NOW THEREFORE, in consideration of the foregoing and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions, Rules and Regulations, it is agreed by and between the City and the Contracting Parties as follows:

<u>SECTION 1</u>

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code and the Fort Ord Reuse Authority's (FORA) Master Resolution.

SECTION 2

The Contracting Parties agree:

a. To be jointly and severally liable to perform each and every provision required by the City to be performed by the Contracting Parties in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To grant to the City or other entities entitled thereto, from property owned by the Co-Owners or subsequently by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon. At no cost to the City, City and Contracting Parties will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Contracting Parties in acquisition of easements necessary to construct the Improvements. City also agrees to issue Contracting Parties and/or Contracting Parties' contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, Contracting Parties jointly and severally agree to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation reasonable attorney's fees) because of, or arising, or resulting directly or indirectly, from: (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Contracting Parties or any contractor or subcontractor of the Contracting Parties, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Contracting Parties or Contracting Parties' contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence or intentional actions of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Contracting Parties submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Contracting Parties shall remain obligated for routine maintenance. After acceptance, Contracting Parties shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, however, Contracting Parties shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect in accordance with California Code of Civil Procedure Sections 337.1 and 337.15 following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Contracting Parties shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section

c. To construct and improve all Improvements described on the Engineer's Estimate referenced in Section 3 of this Agreement and the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Contracting Parties shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Contracting Parties' performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the Contracting Parties of their obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Contracting Parties may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Contracting Parties' performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this agreement, and shall secure payment to City of any loss due to the default of the Contracting Parties or their contractors or their inability or refusal to perform this Agreement, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements and acceptance of the Improvements by the City, provided that after completion of the improvements and acceptance of the Improvements by the City, a separate warranty bond issued by a surety admitted to issue such bonds in California may substitute for the performance bond securing the warranty described above in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars ($1,000)) to cover the one-year warranty period. Government Code §66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request for release, in whole or in part, of the Faithful Performance Bond.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Contracting Parties may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the Contracting Parties' contractor(s) or subcontractor(s) in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contracting Parties , or Contracting Parties' contractor(s) or subcontractor(s) fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contracting Parties their contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Title 3 California Civil Code Section Part 6 of Division 4, commencing with Section 9000 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The Payment Bond may be released thirty-five days after the passage of time within which claims of lien are required to be recorded pursuant to California Civil Code Part 6 of Division 4 commencing with Section 8200, but in no event shall such security be released prior to one hundred and twenty days after acceptance of the Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in wiring to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

The Contracting Parties shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurances website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Monterey that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, that renewed authority has been granted.

d. At all times during the term of this Agreement and until the Improvements constructed by Contracting Parties are accepted by City, Contracting Parties shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of Two Million Dollars ($2,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Contracting Parties pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified above shall: (a) name City as additional insured; (b) shall name the City as a loss payee; and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Contracting Parties or Contracting Parties' contractors or their respective employees. Contracting Parties hereby waive, and Contracting Parties shall cause each of their respective contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an "occurrence basis" and not on a "claims made" basis and shall be issued by insurance companies authorized to conduct business in California with a current A.M. Best rating of no less than A: VII. Prior to commencing any work pursuant this Agreement, Contracting Parties shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

e. Contracting Parties' obligations under this Agreement are personal obligations of the Contracting Parties notwithstanding a transfer of all or any part of the Property subject to this Agreement. Contracting Parties shall not be entitled to assign their obligations under this Agreement to any transferee of all or any part of the Property to any third party without the express prior written consent of the City. Notwithstanding the foregoing, specifically excluding single family residential dwelling units sold to third party end-users, Co-Owners may transfer, assign or sell in one transaction or a series of transactions all or a substantial portion or interest of the Co-Owners in the Property or the Project ("Bulk Sale") with prior written notice to the City, to any entity which controls, is controlled by or is under common control with the Co-Owners, without the need for the approval of the City provided that said assignee assumes, in full, the obligations of Co-Owners under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is $4,555,413.61. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Contracting Parties will commence construction of the Improvements required by this Agreement within six (6) months of the date of this Agreement, provided City has approved all of Contracting Parties' Public Improvement Plans. Contracting Parties shall complete such construction of the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer. Contracting Parties shall maintain such public works facilities and other improvements described in this Agreement, at Contracting Parties' sole cost and expense, at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property.

SECTION 5

a) Default of a Contracting Party shall include, but not be limited to: (1) failure to timely complete the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer; (2)failure to timely cure after written notice any defect of the Improvements; (3) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (4) insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which the Contracting Party fail to discharge within thirty (30) days; (5) commencement of a foreclosure action affecting all or a portion of the Property, or any conveyance of all or a substantial portion of the Property in lieu or in avoidance of foreclosure; or (6) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, a Contracting Party shall not be in default under this Agreement if it cures any default within thirty (30) days' of City's written notice of such default; or, if the default may not reasonably be cured within such time period, if it commences to cure within thirty (30) days' and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of a Contracting Party' obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by a Contracting Party. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for a Contracting Party' default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

c) In the event of a Contracting Party's default under this Agreement, Contracting Parties authorize City to perform such obligation sixty (60) days after mailing written notice of default to Contracting Parties and to Contracting Parties' surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Contracting Parties, and Contracting Parties' surety shall be liable to the City for any excess cost or damages occasioned to the City thereby, including but not limited to fees and charges of architects, engineers, attorneys, other professionals and court costs. In such event City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Contracting Parties as may be on the site of the work and necessary for performance of the work.

d) Failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Contracting Parties.

SECTION 6

In addition to the other obligations of Contracting Parties set forth in this Agreement, Contracting Parties, subject to the approval of the City Engineer, shall:

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is undertaken with minimum interruption of traffic.

3. Obtain the approval of the City Engineer or his or her designee, for all work conducted within the public right-of-way.

4. Coordinate all construction work so that the existing residents and/or businesses have access to their properties.

5. Install all Improvements pursuant to the approved Improvement Plans.

6. Provide the City with electronic copies of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).

7. Until the roads on the Property are open to the public, give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Contracting Parties shall, at Contracting Parties' expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law including, but not limited to, fees for inspection of all improvements by the City Engineer or his or her designee.

SECTION 8

Neither Contracting Parties nor any of Contracting Parties' agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Contracting Parties' obligations under this Agreement.

SECTION 9

Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the City and Wathen Castanos Peterson Homes, Inc., or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefor, nor shall anything in this Agreement commit the City to any such apportionment.

SECTION 10

Any reimbursements due the Contracting Parties, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by written agreement of the City and the Contracting Parties.

SECTION 13

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

SECTION 14

This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction of all disputes of this Agreement shall be in the County of Monterey, State of California.

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the conditions, and the agreements referenced herein constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the City and the Contracting Parties.

SECTION 17

In the event a schedule of performance is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the schedule of performance. It is understood and agreed to by the Contracting Parties that they cannot, and will not, claim force majeure or request that the time for commencement of construction or completion of the Improvements be tolled the based on an economic downturn of any type. Any such extension may be granted without notice to Contracting Parties' surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

SECTION 18

Nothing in this Agreement shall in anyway whatsoever modify, amend, or waive Wathen Castanos Peterson Homes, Inc's obligations to comply with the Development Agreement, as amended, including, but not limited to Section 6 of the First Amendment.

IN WITNESS WHEREOF, City and has executed this Agreement as of the date first written above.

ATTEST:

Anita Shepherd-Sharp
Deputy City Clerk

CITY OF MARINA

Layne Long
City Manager

APPROVED AS TO FORM:

for the City Attorney

[Signatures Continue on Following Page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Fresno)

On February 28, 2020, before me, Katrina Ingrao, Notary Public, personally appeared Farid Assemi, 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 Katrina Ingrao **(Seal)**

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of FRESNO)

On MARCH 4, 2020 before me, ALISON G. BAKER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JOSHUA E. PETERSON,
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.

ALISON G. BAKER
Notary Public - California
Fresno County
Commission # 2304966
My Comm. Expires Sep 13, 2023

Signature (Seal)

IN WITNESS WHEREOF Contracting Parties have executed this agreement as of the date first written above.

WATHEN CASTANOS PETERSON HOMES, INC.,
a Delaware Corporation

By: ______________________________
Joshua E. Peterson, President

104 INVESTMENTS, LLC,
a California limited liability company

By: ______________________________
Farid Assemi, Manager

LOCANS INVESTMENTS, LLC,
a California limited liability company

By: ______________________________
Farid Assemi, President

WATHEN CASTANOS PETERSON COASTAL, LP,
a California limited partnership

By: Assemi Group, Inc, a California corporation

By: ______________________________
Farid Assemi, President

MARINA DEVELOPERS, INC.,
a California corporation

By: ______________________________
Joshua E. Peterson, President

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

Per GC Sec. 40814; CC Sec. 1181

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES
"Sea Haven"
– Phase 3B –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this 17th day of May 2021, by and between the City of Marina, herein called the "City," a municipal corporation, and 104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer"). Co-Owners and Developer are collectively referred to herein as "Contracting Parties" and in the singular as a "Contracting Party." The City and the Contracting Parties are referred to herein as the "Parties.

WHEREAS, pursuant to the grant deed from Cypress Marina Heights LLC ("Cypress Marina Heights") dated April 13, 2019, as Document No. 2018015912 (the "Deed"), Co-Owners are now the owners of the land known as "Sea Haven Phase 3B" (the "Property"); and

WHEREAS, the Parties acknowledge that in the development of the Property the Parties are subject to requirements for payment of prevailing wage in accordance with the Master Resolution adopted by the former Fort Ord Reuse Authority on March 14, 1997 as recorded in the Official Records of the Monterey County Recorder on April 14, 2020; and pursuant to the holding in Monterey/Santa Cruz County Building and Construction Trades Council v. Cypress Marina Heights, (2011) 191 Cal. App. 4th 1500; and

WHEREAS, Developer is under contract to purchase the Property from Co-Owners and after such purchase will improve the Property according to this Agreement; and

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

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

WHEREAS, Cypress Marina Heights assigned, and Wathen Castanos Peterson Homes, Inc., assumed, portions of the rights and obligations of Cypress Marina Heights under the Amended Development Agreement between the City and Cypress Marina Heights; and

WHEREAS, Cypress Marina Heights remains obligated under the Amended Development Agreement for the balance of the Project not yet conveyed to third parties; and

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

WHEREAS, prior to its adoption of the Development Agreement, the City approved a Specific Plan for the Project Site, General Plan Amendments, a Specific Plan Zoning Ordinance and Map Amendments, a tentative Map and certified an EIR (collectively the "Project Approvals") subject to the Conditions of Approval attached to Resolution 2004-44 and compliance with Marina Municipal Code Section 16.16.100 requiring a subdivision improvement agreement and bonding prior to approval of the first Final Map; and

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

WHEREAS, on July 3, 2018, the City and Wathen Castanos Peterson Homes, Inc. entered into the First Amendment to the Development Agreement ("First Amendment") amending the terms of the Amended Development Agreement; and

WHEREAS, improvement plans entitled "Street Improvement Plans for Sea Haven Phase 3B," herein "Improvement Plans," have been submitted to the City for approval and acceptance which improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A,** herein the "Improvements;" and

WHEREAS, the Developer, with the consent of the Co-Owners, will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Sea Haven Phase 3B; and

WHEREAS, the City will not accept any of the Sea Haven Phase 3B Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Co-Owners or Developer require certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of such Improvements, and public service facilities after acceptance by City, and for providing the necessary connecting system, and the City has agreed to discharge those responsibilities following its acceptance of the Improvements.

NOW THEREFORE, in consideration of the foregoing and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions, Rules and Regulations, it is agreed by and between the City and the Contracting Parties as follows:

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

SECTION 2

The Contracting Parties agree:

a. To be jointly and severally liable to perform each and every provision required by the City to be performed by the Contracting Parties in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To grant to the City or other entities entitled thereto, from property owned by the Co-Owners or subsequently by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon. At no cost to the City, City and Contracting Parties will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Contracting Parties in acquisition of easements necessary to construct the Improvements. City also agrees to issue Contracting Parties and/or Contracting Parties' contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, Contracting Parties jointly and severally agree to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation reasonable attorney's fees) because of, or arising, or resulting directly or indirectly, from: (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Contracting Parties or any contractor or subcontractor of the Contracting Parties, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Contracting Parties or Contracting Parties' contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence or intentional actions of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Contracting Parties submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Contracting Parties shall remain obligated for routine maintenance. After acceptance, Contracting Parties shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, however, Contracting Parties shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect in accordance with California Code of Civil Procedure Sections 337.1 and 337.15 following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Contracting Parties shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

c. To construct and improve all Improvements described on the Engineer's Estimate referenced in Section 3 of this Agreement and the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Contracting Parties shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Contracting Parties' performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the Contracting Parties of their obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Contracting Parties may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Contracting Parties' performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this agreement, and shall secure payment to City of any loss due to the default of the Contracting Parties or their contractors or their inability or refusal to perform this Agreement, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements and acceptance of the Improvements by the City, provided that after completion of the improvements and acceptance of the Improvements by the City, a separate warranty bond issued by a surety admitted to issue such bonds in California may substitute for the performance bond securing the warranty described above in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars ($1,000)) to cover the one-year warranty period. Government Code §66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request for release, in whole or in part, of the Faithful Performance Bond.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Contracting Parties may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the Contracting Parties' contractor(s) or subcontractor(s) in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contracting Parties, or Contracting Parties' contractor(s) or subcontractor(s) fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contracting Parties their contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Title 3 California Civil Code Section Part 6 of Division 4, commencing with Section 9000 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The Payment Bond may be released thirty-five days after the passage of time within which claims of lien are required to be recorded pursuant to California Civil Code Part 6 of Division 4 commencing with Section 8200, but in no event shall such security be released prior to one hundred and twenty days after acceptance of the Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in wiring to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

The Contracting Parties shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurances website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Monterey that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, that renewed authority has been granted

d. If any on-site or off-site Improvements related to the Project, including, without limitation, the Improvements shown on the Improvement Plans, constructed by or caused to be constructed by the Contracting Parties or any of their affiliates, contractors, sub-contractors, or agents, are considered to be public works for purposes of prevailing wages under State law, then when such improvements are constructed they shall be constructed in compliance with the prevailing wage law pursuant to Labor Code §1720 et seq. and implementing regulations of the Department of Industrial Relations and shall comply with the other applicable provisions of the prevailing wage law, including, without limitation, the payment of prevailing wages in the construction of such improvements, as those wages are determined pursuant to the prevailing wage law. The City makes no representations or warranties as to whether any such improvements are considered to be public works for purposes of prevailing wages under State law. Should Contracting Parties or any of the aforementioned persons or entities fail to pay, fail to cause to be paid, or fail to have paid or caused to have been paid, prevailing wages, or to have failed to comply with the aforementioned prevailing wage laws as to any such improvements, and it is alleged, contended, or determined that Contracting Parties should have paid prevailing wages, or otherwise fail to comply with the prevailing wage law, Contracting Parties shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of or in connection with the failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall survive the termination of this Agreement.

e. At all times during the term of this Agreement and until the Improvements constructed by Contracting Parties are accepted by City, Contracting Parties shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of Two Million Dollars ($2,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Contracting Parties pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified above shall: (a) name City as additional insured; (b) shall name the City as a loss payee; and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Contracting Parties or Contracting Parties' contractors or their respective employees. Contracting Parties hereby waive, and Contracting Parties shall cause each of their respective contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an "occurrence basis" and not on a "claims made" basis and shall be issued by insurance companies authorized to conduct business in California with a current A.M. Best rating of no less than A: VII. Prior to commencing any work pursuant this Agreement, Contracting Parties shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Contracting Parties' obligations under this Agreement are personal obligations of the Contracting Parties notwithstanding a transfer of all or any part of the Property subject to this Agreement. Contracting Parties shall not be entitled to assign their obligations under this Agreement to any transferee of all or any part of the Property to any third party without the express prior written consent of the City. Notwithstanding the foregoing, specifically excluding single family residential dwelling units sold to third party end-users, Co-Owners may transfer, assign or sell in one transaction or a series of transactions all or a substantial portion or interest of the Co-Owners in the Property or the Project ("Bulk Sale") with prior written notice to the City, to any entity which controls, is controlled by or is under common control with the Co-Owners, without the need for the approval of the City provided that said assignee assumes, in full, the obligations of Co-Owners under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is $2,184,358.88. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Contracting Parties will commence construction of the Improvements required by this Agreement within six (6) months of the date of this Agreement, provided City has approved all of Contracting Parties' Public Improvement Plans. Contracting Parties shall complete such construction of the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer. Contracting Parties shall maintain such public works facilities and other improvements described in this Agreement, at Contracting Parties' sole cost and expense, at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property.

SECTION 5

a) Default of a Contracting Party shall include, but not be limited to: (1) failure to timely complete the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer; (2) failure to timely cure after written notice any defect of the Improvements; (3) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (4) insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which the Contracting Party fails to discharge within thirty (30) days; (5) commencement of a foreclosure action affecting all or a portion of the Property, or any conveyance of all or a substantial portion of the Property in lieu or in avoidance of foreclosure; or (6) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, a Contracting Party shall not be in default under this Agreement if it cures any default within thirty (30) days' of City's written notice of such default; or, if the default may not reasonably be cured within such time period, if it commences to cure within thirty (30) days' and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of a Contracting Party's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by a Contracting Party. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for a Contracting Party' default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

c) In the event of a Contracting Party's' default under this Agreement, Contracting Parties authorize City to perform such obligation sixty (60) days after mailing written notice of default to Contracting Parties and to Contracting Parties' surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Contracting Parties, and Contracting Parties' surety shall be liable to the City for any excess cost or damages occasioned to the City thereby, including but not limited to fees and charges of architects, engineers, attorneys, other professionals and court costs. In such event City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plans and other property belonging to Contracting Parties as may be on the site of the work and necessary for performance of the work.

d) Failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Contracting Parties.

SECTION 6

In addition to the other obligations of Contracting Parties set forth in this Agreement, Contracting Parties, subject to the approval of the City Engineer, shall:

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is undertaken with minimum interruption of traffic.

3. Obtain the approval of the City Engineer or his or her designee, for all work conducted within the public right-of-way.

4. Coordinate all construction work so that the existing residents and/or businesses have access to their properties.

5. Install all Improvements pursuant to the approved Improvement Plans.

6. Provide the City with electronic copies of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).

7. Until the roads on the Property are open to the public, give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

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

SECTION 7

Contracting Parties shall, at Contracting Parties' expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law including, but not limited to, fees for inspection of all improvements by the City Engineer or his or her designee.

SECTION 8

Neither Contracting Parties nor any of Contracting Parties' agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Contracting Parties' obligations under this Agreement.

SECTION 9

Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the City and Wathen Castanos Peterson Homes, Inc., or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefor, nor shall anything in this Agreement commit the City to any such apportionment.

SECTION 10

Any reimbursements due the Contracting Parties, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by written agreement of the City and the Contracting Parties.

SECTION 13

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

SECTION 14

This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction of all disputes of this Agreement shall be in the County of Monterey, State of California.

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the conditions, and the agreements referenced herein constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the City and the Contracting Parties.

SECTION 17

In the event a schedule of performance is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the schedule of performance. It is understood and agreed to by the Contracting Parties that they cannot, and will not, claim force majeure or request that the time for commencement of construction or completion of the Improvements be tolled the based on an economic downturn of any type. Any such extension may be granted without notice to Contracting Parties' surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

IN WITNESS WHEREOF, City and has executed this Agreement as of the date first written above.

ATTEST: CITY OF MARINA

Anita Shepherd-Sharp

Layne Long

Deputy City Clerk

City Manager

APPROVED AS TO FORM:

for the City Attorney

[Signatures Continue on Following Page]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Monterey)

On May 17, 2021 before me, Anita Shepherd-Sharp, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Layne Long
Name(s) of Signer(s)

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.

ANITA SHEPHERD-SHARP
Notary Public - California
Monterey County
Commission # 2253345
My Comm. Expires Sep 6, 2022

Signature Anita Shepherd-Sharp
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______________ Document Date: ______________
Number of Pages: ______ Signer(s) Other Than Named Above: ______________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______________
☐ Corporate Officer — Title(s): ______________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________
Signer Is Representing: ______________

Signer's Name: ______________
☐ Corporate Officer — Title(s): ______________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________
Signer Is Representing: ______________

IN WITNESS WHEREOF Contracting Parties have executed this agreement as of May 17, 2021.

WATHEN CASTANOS PETERSON HOMES, INC.,
a Delaware Corporation

By: ______________________
Joshua E. Peterson, President

104 INVESTMENTS, LLC,
a California limited liability company

By : ______________________
Farid Assemi, Manager

LOCANS INVESTMENTS, LLC,
a California limited liability company

By: ______________________
Farid Assemi, Manager

WATHEN CASTANOS PETERSON COASTAL, LP,
a California limited partnership

By: Assemi Group, Inc. a California corporation

By: ______________________
Farid Assemi, President

By: ______________________
John A. Bezmalinovic, Secretary

MARINA DEVELOPERS, INC.,
a California corporation

By: ______________________
Joshua E. Peterson, President

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

Per GC Sec. 40814; CC Sec. 1181

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Fresno }

On 3/24/2021 before me, Brooke Krob, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Joshua E. Peterson
Name(s) of Signer(s)

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.

BROOKE KROB
Notary Public - California
Fresno County
Commission # 2323487
My Comm. Expires Mar 9, 2024

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 Brooke Krob
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______

Document Date: ______ Number of Pages: ______

Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______
☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer is Representing: ______

Signer's Name: ______
☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______
Signer is Representing: ______

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO)

On March 31, 2021, before me, Liana Leyva, Notary Public, personally appeared Farid Assemi, 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.

LIANA LEYVA
Notary Public - California
Fresno County
Commission # 2250637
My Comm. Expires Aug 17, 2022

Signature [signature] **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Fresno)

On March 26, 2021, before me, Katrina Ingrao, Notary Public, personally appeared John A. Bezmalinovic, 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 [signature] **(Seal)**

~~KATRINA INGRAO~~
~~Notary Public - California~~
~~Fresno County~~
~~Commission # 2341249~~
~~My Comm. Expires Jan 12, 2025~~

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2341249
My Comm. Expires Jan 12, 2025

C3 ENGINEERING INCORPORATED

August 16, 2023

Dana Gillespie
Wathen Castanos Homes
735 Tank Farm Rd Suite 100
San Luis Obispo, CA 93401

RE: Project Completeness Summary for Sea Haven Phase 3A and Phase 3B

At your request, C3 Engineering staff performed a site visit to review the current facilities at Sea Haven Phase 3A and Phase 3B and compared them with the Phase 3A and Phase 3B Improvement Plans. The following items are missing from the site:

Phase 3A

- 30' red curb paint centered on fire hydrant between lots 9 & 10
- 30' red curb paint centered on fire hydrant between lots 13 & 14
- 30' red curb paint centered on fire hydrant in front of lot 41

Phase 3B

- Stop Sign between lots 191 and 192 on Lane 7 @ Russell Way
- 80' long red curb centered on intersection at Pinnacles and Lassen
- 80' long red curb centered on intersection at Shasta and Lassen
- 12" wide white stripe at Arroyo Drive and Lot N15

Please note these items all fall within the "Striping and Signage" allowance of $10,000 in the Sea Haven Phase 3A Opinion of Probable Construction Costs-City of Marina ($4,555,413.61) and Sea Haven Phase 3B Opinion of Probable Construction Costs-City of Marina ($2,184,358.88) which were used to develop the Performance Bonds. This item valuation is significantly less than the requested 90% reduction of the bond amount.

Please contact me if you have any questions.

Jennifer Rudolph

8/16/2023

Jennifer Rudolph, PE 67625
C3 Engineering, Inc
jrudolph@c3engineering.net
831-214-2201

Date

REGISTERED PROFESSIONAL ENGINEER
JENNIFER P. RUDOLPH
No. 67625
EXP. 06-30-25
CIVIL
STATE OF CALIFORNIA

October 3, 2023 Item No. **10k(1)**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of October 3, 2023

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING ADJUSTMENT TO SISTER CITY PROGRAM POLICY; AND AUTHORIZE CITY STAFF TO SPEND APPROXIMATELY $2,800.00 ON HOTEL ACCOMMODATIONS FOR THE NAMWON, SOUTH KOREA SISTER CITY DELEGATION

RECOMMENDATION:
It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving adjustments to the Marina Sister City Program adopted on June 6, 2023; and

2. Authorize City staff to spend approximately $2,800.00 on hotel accommodations for the Namwon, South Korea Sister City Delegation.

BACKGROUND:
At its June 6 meeting, the City of Marina City Council adopted the Marina Sister City Program ("MSCP") **(EXHIBIT A)**. During the presentation of this item, several attachments were included for consideration, one of which was a chart highlighting the differences between Friendship City and Sister City under the MSCP **(EXHIBIT B)**. There is some ambiguity in the policy where one section does not allow travel and lodging assistance for Sister Cities and another section allows limited assistance.

ANALYSIS:
In the MSCP, Section 3(g) states "The City will *not* fund travel nor reimburse travel or lodging expenses for affiliate Sister/Friendship City visitors to the U.S.". However, in the chart differentiating a Friendship City from a Sister City, under "Possible funding from the City of Marina?", the second bullet under Sister City states "*Limited* funding for official travel/lodging".[1]

In preparation for the Sister City visit of delegates from Namwon, South Korea on October 12-15, 2023, efforts are being made by City staff to welcome the delegation, including coordination of tours of the Ramco strawberry fields, Joby Aviation, and the electric Handcar railbikes. A welcome reception will be hosted by the City Council on Thursday, October 12 (prior to an already scheduled joint special meeting between the City Council and Planning Commission) upon the delegations' arrival in California. On Friday, October 13, a dinner hosted by the Asian Communities of Marina (ACOM) will be held celebrating the Sister City relationship between the two Cities. The rest of the Sister City visit will be sightseeing in Marina and around Monterey before their return to South Korea and will be hosted by the Korean Association of Monterey.

[1] For context, a Friendship City as defined in the MSCP is a less formal relationship between Marina and another participating City that is focused on a specific initiative without significant funding allocations from the City of Marina. Additionally, this chart is not included as part of the adopted MSCP policy.

Delegates under the policy understood they would be responsible for their airfare and other incidental costs during their visit. However, it was anticipated Marina would also be providing lodging. In order to accommodate the delegation, a three-night stay in Marina will cost approximately $2,800.00.

Adjustments to the MSCP **(EXHIBIT C)** will clarify the City's role in covering lodging for Sister City delegation visits. At this time, there will be no changes to any Friendship City relationship affiliations with Marina.

FISCAL IMPACT:
None; funds allocated for Sister Cities in the Fiscal Year 2023-2025 budget will be used to cover expenses.

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

Respectfully submitted,

____
Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

____
Layne P. Long
City Manager
City of Marina

A – Marina Sister City Policy (adopted June 6, 2023)
B – Differences between Friendship City and Sister City under the Marina Sister City Program (Exhibit B)
C – Revised Marina Sister City Policy (redline)

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING ADJUSTMENTS TO THE MARINA SISTER CITY PROGRAM ADOPTED ON JUNE 6, 2023; AND AUTHORIZE CITY STAFF TO SPEND APPROXIMATELY $2,800.00 ON HOTEL ACCOMMODATIONS FOR THE NAMWON, SOUTH KOREA SISTER CITY DELEGATION

WHEREAS, at its June 6, 2023, meeting, the City of Marina City Council adopted the Marina Sister City Program ("MSCP") (Exhibit A); and

WHEREAS, during the presentation of this item, several attachments were included for consideration, one of which was a chart highlighting the differences between Friendship City and Sister City under the MSCP (Exhibit B); and

WHEREAS, in preparation for the Sister City visit of delegates from Namwon, South Korea on October 12-15, 2023, efforts are being made by City staff to welcome the delegation; and

WHEREAS, adjustments to the MSCP (Exhibit C) will clarify the City's role in covering lodging for Sister City delegation visits.

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

1. Approve the adjustments to the Marina Sister City Program adopted on June 6, 2023; and
2. Authorize City staff to spend approximately $2,800.00 on hotel accommodations for the Namwon, South Korea Sister City Delegation.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of October 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

CITY OF MARINA
SISTER CITIES POLICY

DEFINITION:

The City of Marina Sister Cities Program encompasses two types of partnerships between two countries of either a Friendship City or a Sister City designation. A Friendship City is a less formal relationship that is focused on a three-year time-limited specific initiative without significant funding allocations from the City of Marina. By contrast, a Sister City relationship has an intended long-term commitment of five years and beyond by both cities that may encompass several projects over an extended period of time; such initiatives may require more planning and are associated with a need to maintain a budget for specific requests for funding from the City of Marina and other sources. Sister City applicants will identify a sponsoring 501(c)(3) organization committed to managing, coordinating and implementing activities related to their prospective cities under the Program.

A relationship is officially recognized after the elected bodies from both communities sign off on a MOU agreement to become a Friendship City or Sister City. The City of Marina can have any number of Friendship and Sister City relationships, with community involvement from volunteers, representatives from supportive community businesses, academic institutions, and 501(c)(3) nonprofit or civic organizations. Each Sister City organization is independent and can pursue activities and areas important to both jurisdictions, including cultural, educational and municipal leadership exchanges, business/trade networking, and other projects of interest under the Sister City Program.

PURPOSE:

To establish a policy governing the City of Marina's ("City") responsibilities relating to the Sister City Program ("Program"). Friendship and Sister City relationships under the Program are effective when organizations of interested residents in one community work with interested residents in another city to promote communication and understanding among people of different cultures.

The City will maintain a Program Subcommittee ("Subcommittee") composed of a maximum of 10 members that will approve applications. The City Manager will appoint appropriate Subcommittee members and City staff to act as liaison to the City Council. Depending upon the specific projects being considered, guest representatives may be included for a limited time for specified purposes. Membership to the Program Subcommittee will include private citizens residing in Marina, representatives from 501(c)(3) organizations that have a commitment for active participation, and the City staff liaison. The mutually agreed upon Program exchanges will be identified in a signed MOU between the two cities and may encompass such activities as, but not limited to: visitation by delegations, remote or in-person student exchange activities, sharing of cultural and artistic performances, historical or educational awareness projects, and networking of businesses for mutual economic benefits.

POLICY:

1. A Sister/Friendship City proposal will require recommendation by a member of the City Council.

   a. Establishing a Sister City or Friendship City relationship requires approval by the City Council by a signed Memorandum of Understanding ("MOU") between the City and the proposed Sister/Friendship City. The term of the Sister City relationship is five years; the term of a Friendship City relationship is three years, and the Friendship City may apply for a Sister City status anytime during the three year term or later.

2. The Program Subcommittee will evaluate proposals for a new Sister/Friendship City affiliation and the City Council will give approval based on, but not limited to, the following guidelines:

   a. A city chosen for a Sister/Friendship City affiliation should be from a country that has established diplomatic relations with the United States. There should be the potential for genuine people-to-people contact; communication and visitation should be able to occur freely in both directions.

   b. The proposed Sister/Friendship City should be similar in population size, and/or role in the region, and/or have cultural, educational, socio-economic, governmental, or other tangible features in common with Marina, making it an appropriate Sister/Friendship City.

   c. There should exist in the City an identifiable resident group or association, which favors the proposed affiliation and intends to pursue a meaningful program after the relationship is established. The group should be in a position to be the primary organizer and finance its own activities.

   d. A governmental entity/person should exist in the affiliate Sister City, with a clear indication of intent to carry out mutual Program projects and initiatives.

   e. The municipal government's high ranking official of the affiliate Sister City (e.g., Mayor) should demonstrate support for establishing and developing a Sister/Friendship City affiliation with the City.

3. The City will support the Sister City Program activities as follows:

   a. The City establishes a Program Subcommittee which will be composed of a maximum of 10 members that will include citizens, 501(c)(3) organization representatives, and the City staff liaison.

   b. The City Manager shall designate a City staff member to the Subcommittee to serve as the City's liaison regarding Sister/Friendship City activities to the City Council.

   c. The City staff liaison will act in a support capacity to the affiliate City that will assume primary responsibility for the planning and execution of activities and events for visits of delegations to Marina from Sister/Friendship Cities.

d. The City will provide set-up and complimentary access to City facilities for Sister/Friendship City events. Sister/Friendship City delegations and community sponsoring organizations must contact City staff at least sixty (60) calendar days in advance for any formal visits, events, and meetings.

e. Modest City promotional gifts may be funded by the City with the approval of the City Manager. Such minor City funds may be exempted from section 3f below, such as:

   i) Light refreshments for meetings and activities when deemed appropriate.

   ii) Reasonable postage, facsimile, copying and/or printing support for Sister/Friendship City events in which the City is participating.

   iii) Exchange of promotional and formal gifts are typical of Sister/Friendship City visits between both delegations.

f. If funds from the City are requested, a budget request must be submitted to the City staff liaison detailing proposed Sister City-related expenditures. City funds may be provided to the Program Subcommittee 501(c)(3) association to support their general operating expenses as submitted in the budget request. Only incidental expenses (see section 3e) will be provided for Friendship City activities.

   i) When a Councilmember or other City official initiates a request to visit an affiliate Sister City, such a request will be made in writing to the City Council, outlining the proposed itinerary, how travel and expenses will be funded, and other assistance City staff will be asked to provide (e.g., gifts to be presented to officials of the affiliate Sister/Friendship City). All budget requests must be approved by the City Council for visitation to the affiliate Sister City for Councilmembers or others acting as an official City representative.

   ii) Gifts and/or memorabilia presented to the City from a Sister/Friendship City delegation and intended for the City becomes the property of the City and shall be displayed at a City facility or distributed at the City's discretion. Gifts or memorabilia intended for and received by individual City Councilmembers or City employees are subject to applicable Fair Political Practices Commission and Government Code reporting requirements.

g. Travel accommodations and expenses for affiliate Sister/Friendship Cities visiting the City will be paid by the affiliate's individual participant(s), or sponsoring community or governmental entities. The City will not fund travel nor reimburse travel or lodging expenses for affiliate Sister/Friendship City visitors to the U.S.

4. If a Friendship City affiliation is inactive for a period of three years or longer or if a Sister City affiliation is inactive for a period of five years or longer, or if there is a lack of community support through the community sponsoring organization for the Sister/Friendship City to continue, the City may initiate the process to place the relationship into emeritus status (an inactive Sister/Friendship City relationship) or terminate the Sister/Friendship City affiliation with the Sister/Friendship City.

Differences between Friendship City and Sister City under the Marina Sister City Program:

	Friendship City	**Sister City**
General description	• Informal • Short-term project focused • Three-year commitment	• Formal • Long-term relationship with varied yearly initiatives • Five-year commitment
City Council approval to engage?	Yes	Yes
Sister City Subcommittee application approval?	Yes	Yes
MOU required, signed by both Marina and affiliate Sister City	Yes	Yes
Involved citizen and/or community association involvement in Sister City Program?	No	Yes
Possible funding from the City of Marina?	• Incidental expenses (gifts, printing, refreshments, etc.) • No funding for travel & lodging	• Incidental expenses and events • Limited funding for official travel/lodging

CITY OF MARINA
SISTER CITIES POLICY

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    a. The City establishes a Program Subcommittee which will be composed of a maximum of 10 members that will include citizens, 501(c)(3) organization representatives, and the City staff liaison.

    b. The City Manager shall designate a City staff member to the Subcommittee to serve as the City's liaison regarding Sister/Friendship City activities to the City Council.

    c. The City staff liaison will act in a support capacity to the affiliate City that will assume primary responsibility for the planning and execution of activities and events for visits of delegations to Marina from Sister/Friendship Cities.

EXHIBIT C

d. The City will provide set-up and complimentary access to City facilities for Sister/Friendship City events. Sister/Friendship City delegations and community sponsoring organizations must contact City staff at least sixty (60) calendar days in advance for any formal visits, events, and meetings.

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ii) Gifts and/or memorabilia presented to the City from a Sister/Friendship City delegation and intended for the City becomes the property of the City and shall be displayed at a City facility or distributed at the City's discretion. Gifts or memorabilia intended for and received by individual City Councilmembers or City employees are subject to applicable Fair Political Practices Commission and Government Code reporting requirements.

g. Travel accommodations and expenses for affiliate Sister/Friendship Cities visiting the City will be paid by the affiliate's individual participant(s), or sponsoring community or governmental entities. ~~The City will not fund travel nor reimburse travel or lodging expenses for affiliate Sister/Friendship City visitors to the U.S.~~ The City will cover lodging expenses for affiliate Sister City visitors to the U.S., but will not reimburse for travel expenses.

4. If a Friendship City affiliation is inactive for a period of three years or longer or if a Sister City affiliation is inactive for a period of five years or longer, or if there is a lack of community support through the community sponsoring organization for the Sister/Friendship City to continue, the City may initiate the process to place the relationship into emeritus status (an inactive Sister/Friendship City relationship) or terminate the Sister/Friendship City affiliation with the Sister/Friendship City.

Agenda Item: **10l(1)**
City Council Meeting of
October 3, 2023

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-t**o 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:

* **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*, *wheelchair; any motorized vehicle of any type;* ~~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 any motorized vehicle of any type or any vehicle not listed in Section 12.25.040 within the confines of the pump track. ~~*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.

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 venue*s*. 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* facilit*ies* 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
Code Publishing Company, A General Code Company

September 19, 2023 Item No. **11a**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of October 3, 2023

CITY COUNCIL CONSIDER INTRODUCING ORDINANCE NO. 2023-, AMENDING SECTION 17.48.130 OF THE MARINA MUNICIPAL CODE, AFFORDABLE HOUSING OVERLAY

RECOMMENDATION: That the City Council:

1. Introducing Ordinance No. 2023-, amending the Marina Municipal Code Section 17.48.130, Affordable Housing Overlay, to be consistent with recent legal precedent.

BACKGROUND

On February 7, 2023 the City Council adopted the Affordable Housing Overlay (AHO), Marina Municipal Code (MMC) Section 17.48.130, in order to provide sufficient capacity for the City of Marina (City) to meet its Fifth Cycle Housing Element obligations. As a result of this effort on April 27, 2023, the State Department of Housing and Community Development (State HCD) certified the City's Fifth Cycle Housing Element.

However, on April 7, 2023 the Fifth District Court of Appeal issued a legal opinion in the court case *Desiree Martinez v. City of Clovis* finding that the City of Clovis' Housing Element, although certified by State HCD, was not in compliance with State law, because the overlay designation the City of Clovis adopted did not provide for a minimum density of at least twenty dwelling units per acre (20 du/acre) for the underlying zoning districts and therefore was inconsistent with Housing Element law.[1] The California Supreme Court refused to consider the decision so the Court of Appeal decision is final. The decision leaves questions about whether the City of Marina's Fifth Cycle Housing Element is compliant with State Housing Element Law even though State HCD certified the Housing Element after the decision was issued. As such, the quickest fix is for the city a to modify its zoning code within the Affordable Housing Overlay to make it clear that the minimum density for any sites subject to the Overlay designation is 20 dwelling units per acre regardless of the underlying zoning designation.

ENVIROMENTAL REVIEW

On February 7, 2023, the City Council adopted the Affordable Housing Overlay and a Mitigated Negative Declaration (MND). The proposed text amendment to the AFO, set forth at Marina Municipal Code section 17.48.130, does not make substantial changes which would require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Additionally, no substantial changes have occurred with respect to the circumstances under which the AHO was adopted and no new information of substantial importance has come to light that would have a significant effect not previously discussed in the MND or substantially worsen any significant effects considered in the MND. Amendments to the adopted ordinance will not have a new environmental impact that were not previously studied in the adopted MND and therefore pursuant to Section 15162 of the CEQA Guidelines, no additional environmental review is required to make the requested zoning text amendments to the Affordable Housing Overlay.

[1] *Desiree Martinez v. City of Clovis* (2023) 90 Cal.App.5th 193, https://law.justia.com/cases/california/court-of-appeal/2023/f082914.html

CONCLUSION
In conclusion, City staff are asking that the City Council to adopt the amendment to the Affordable Housing Overlay, MMC Section 17.48.130, in order to be consistent with recent legal precedent.

PREPARED BY:

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

REVIEWED BY:

____
Layne Long
City Manager
City of Marina

ORDINANCE 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING SECTION 17.48.130 OF THE MARINA MUNICIPAL CODE, AFFORDABLE HOUSING OVERLAY

WHEREAS, on February 7, 2023, the City Council adopt the Affordable Housing Overlay (AHO), amending Marina Municipal Code Section 17.48.130, to seek compliance with the Fifth Cycle Housing Element; and

WHEREAS, in connection with the adoption of the AHO, the City Council also adopted a Mitigated Negative Declaration (MND) on February 7, 2023; and

WHEREAS, the City of Marina desires to ensure its affordable housing overlay remains consistent with state law and new legal precedent related to the use of overlay zones to achieve compliance with the State Housing Element laws; and

WHEREAS, the City of Marina desires to ensure the base zoning districts for parcels utilizing the AHO have a minimum density of at least twenty (20) dwelling units per acre (20 du/acre) to ensure that the City's Fifth Cycle Housing Element continues to comply with the State Housing Element Laws; and

WHEREAS, pursuant to Section 15162 of the CEQA Guidelines no additional environmental review is required to make the requested zoning text amendments to Marina Municipal Code Section 17.48.130; and

WHEREAS, on September 14, 2023, at a duly noticed public hearing, the Planning Commission recommended the City Council amend the ordinance; and

NOW, THEREFORE, the City Council of the City of Marina does find and ordain as follows:

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

SECTION 2. Environmental Review. The text amendments to the AHO do not constitute substantial changes which would require major revisions to the Mitigated Negative Declaration (MND) due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, there are no substantial changes in the circumstances under which the AHO will be undertaken that require major revisions to the MND and no new information of substantial importance shows that the text amendments to the AHO will have significant effects that were not considered in the MND or make any significant effects previously examined in the MND substantially more severe, or require the analysis of additional mitigation measures. Amendments to the adopted ordinance will not have a new environmental impact that were not previously studied in the adopted MND and therefore pursuant to Section 15162 of the CEQA Guidelines no additional environmental review is required to make the requested zoning text amendments to the Affordable Housing Overlay Ordinance. The City Council of the City of Marina hereby finds that per Section 15162 of the CEQA Guidelines no additional environmental review is required subject to the findings attached hereto as Exhibit A (Findings).

SECTION 3. **Amendment of the Code.** Marina Municipal Code Section 17.48.130 F.1.a, Affordable Housing Overlay, is amended, and shall read as follows, with additions shown in italicized, bold text, and deletions shown in strike-out text:

17.48.130 Affordable Housing Overlay

F. Development Standards

1. Density.
   a. Each lot or parcel of land shall have a minimum residential density of thirty ***(30***) dwelling units per acre. Maximum density for the development shall be thirty-five ***(35)*** dwelling units per acre, except for projects proposed along Reservation Road or Del Monte Boulevard, which shall be a maximum fifty ***(50)*** dwelling units per acre. ***Any new residential development otherwise allowed by the underlying zoning district must be at a minimum density of twenty (20) units per acre.***

SECTION 4. Severability. If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

SECTION 6. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on October 3, 2023, and was passed and adopted at a regular meeting duly held on October 17, 2023, by the following vote:

AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:

____
Bruce Delgado, Mayor

ATTEST:

____
Anita Sharp, Deputy City Clerk

EXHIBIT A- FINDINGS

Affordable Housing Overlay Amendments Findings of Fact

Zoning Code Amendment Findings

Pursuant to Section 17.72.010 of the Marina Municipal Code the Zoning Code or Zoning Districts can be modified if doing so if findings of fact can be made that doing so is for the public necessity and convenience and for the general welfare of the City.

The amendments to the adopted Affordable Housing Overlay will ensure the City's housing policies are consistent with recent legal precedent. These action steps by the City Council are prudent and provide for the overall general welfare of the City by ensuring housing units are available for all Marina residents at various income levels per established principles as identified within Housing Element Law.

General Plan Consistency Findings

Under the provisions of Section 2.28 of the Marina General Plan, the City is mandated to provide housing affordable to all income groups.

By making these required amendments the City of Marina will be ensuring its housing policies are consistent with legal precedent and therefore ensuring the orderly development of housing for all income groups are in support of the Regional Housing Needs Allocation process as implemented by the California Department of Housing and Community Development (State HCD) and the Association of Monterey Bay Area Governments (AMBAG) which is the local Council of Governments for this region.

California Environmental Quality Act Findings

Section 15162 of the CEQA Guidelines

1. That there have been no substantial changes proposed in the project which would require major revisions to the Mitigated Negative Declaration (MND) due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The proposed project is a zoning text amendment to an approved ordinance. No environmental impacts will occur as part of this action. No additional sites are being added to the Affordable Housing Overlay and no significant effects will result from this modification. Therefore, the proposed project would not require any revisions to the MND.

2. That no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions in the previous Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The existing land uses in the surrounding vicinity and within the project area have not undergone any substantial changes since they were described and analyzed in the original project Initial Study and MND, so there is no substantial increase in the severity of any previously identified environmental effects that would require revisions in the MND. The General Plan land use designations for the area have not been changed, and the MND anticipates buildout of the project vicinity in accordance with these General Plan land use designations in its analysis of cumulative land use impacts and project circumstances. Therefore, the circumstances under which the project is undertaken have not changed substantially, and no revisions to the previously adopted MND are required.

3. That no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Mitigated Negative Declaration was certified as complete has become available. The permit modification application does not include any new information, of substantial importance, regarding significant effects from development of the project that were not previously discussed, identified, and analyzed in the previously adopted MND. There has been no new information submitted that demonstrates that significant effects would occur that were not discussed in the MND and there has been no new information submitted to demonstrate that previously identified significant effects will be substantially more severe. The existing mitigation measures were found to be effective and feasible at the time of adoption of the MND, and there have been no substantial changes to the project or the project circumstances that would change the mitigation measures. Therefore, no new information that contradicts the analysis in the Initial Study and MND has become available since the MND was adopted by the City Council in February 7, 2023. Therefore, based on compliance with the City ordinances and the proposed changes to the approved project design, all other environmental effects on the project will continue to not be significant. Therefore, in accordance with Section 15162 of the CEQA Guidelines, the adopted MND still applies to the project, and there is no substantial evidence that the project as modified could have a potentially significant effect on the environment beyond what was previously analyzed. In that the adopted Initial Study and Mitigated Negative Declaration, continue to reflect the independent judgment and analysis of the City.

September 12, 2023 Item No: **11b**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of October 3, 2023

CITY COUNCIL TO OPEN A PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC AND CONSIDER INTRODUCING ORDINANCE NO. 2023-, FOR FIRST READING BY TITLE ONLY AND WAIVE FURTHER READING, AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION TO ADD CHAPTER 15.60 REGARDING A MORATORIUM ON PAVEMENT CUTTING ON RECONSTRUCTED OR SLURRY SEALED STREETS IN THE CITY OF MARINA

REQUEST:

It is requested that the City Council open a public hearing, take any testimony from the public, consider introducing Ordinance No. 2023-, for first reading by title only and waive further reading, adding Chapter 15.60 regarding a Moratorium on cutting on reconstructed or slurry sealed streets in in the City of Marina.

BACKGROUND:

On August 17, 2023, staff presented the Public Works Commission with a draft ordinance **(EXHIBIT A)** adding Chapter 15.60: Pavement Moratorium, to Section 15, Buildings and Construction, of the City of Marina Municipal Code. The effect of this proposed ordinance is to protect the City's investment in its roadways by prohibiting excavation within roadways which have been recently constructed or resurfaced.

ANALYSIS:

The City of Marina invests critical financial resources to maintain and extend the life of its streets. However, it is not uncommon to see new cuts or trenching occur in freshly repaired streets as many franchise utilities make their own improvements or repairs to infrastructure. Each cut made into a roadway undermines its structural stability and reduces the overall life expectancy of the road surface.

On a paved, constructed, or reconstructed street, the pavement surface shall not be cut or opened for a period of five (5) years after completion or from the recordation of a notice of completion. On a slurry sealed street, the pavement surface shall not be cut or opened for a period of three (3) years. The proposed amendment also outlines exceptions and remedies should a cut be required to ensure the street is returned to a high grade of repair.

Staff is recommending the City Council approve adding Chapter 15.60 to the City of Marina Municipal Code, creating a moratorium on pavement cutting after a street has been reconstructed or slurry sealed.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

____

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY OR MARINA AMENDING CHAPTER 15, BY ADDING A NEW SECTION 15.60," PAVEMENT MORATORIUM", TO THE MARINA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN THAT:

1. Title 15 amended. Title 15, Entitled "Buildings and Construction" is hereby amended by adding a new section, Chapter 15.60 "Pavement Moratorium", to the Municipal Code to read as set forth on the attached Exhibit "A" and incorporated herein by this reference thereto.

2. Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on October 3, 2023, and was passed and adopted at a regular meeting duly held on October 17, 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

Chapter 15.60

PAVEMENT MORATORIUM

15.60.010 Purpose

The public right-of-way is a unique public resource held in trust for the benefit of the public. This physically limited resource requires proper management to maximize its efficiency and minimize the costs to taxpayers, to protect against foreclosure of future economic expansion because of premature exhaustion of the public right-of-way, and to minimize the inconvenience to and negative effects on the public from use of the public right-of-way by contractors and utility companies.

To achieve the purpose of this chapter, the City of Marina shall endeavor to coordinate its Capital Improvement Programs with those of utility companies and franchisees with facilities in, on, under or above the public right-of-way. Information about any planned work in the right-of-way shall be shared at the earliest possible time. Utility owners and franchisees are encouraged to coordinate their street excavations so that all work is done simultaneously and the street is not excavated more than once within a twelve-month period.

15.60.020 Definitions

For purposes of this Chapter:

“Asphalt Concrete” or “AC” means blend of aggregate and asphalt binder meeting the specifications set forth in the City of Marina Standard Specifications and the Caltrans Standard Specifications Section 39, “Asphalt Concrete,” as amended, whichever is more stringent or as directed by the Engineer.

“City” means the City of Marina.

“Encroachment” means constructing or placing temporary or permanent structures, improvements, facilities or materials in, on, over, or under any public right-of-way or using any right-of-way so as to prevent, obstruct, or interfere with the normal use of that way, including but not limited to the performance of any of the following acts:

1. Excavating or disturbing the public right-of-way;
2. Erecting or maintaining any post, sign, pole, fence, guard rail, wall, pipe, conduit, cable, wire, communication service equipment, or other facility or structure on, over, or under a public right-of-way;
3. Planting any tree, shrub, grass, or other growing thing within the public right-of-way;
4. Placing or leaving on the public right-of-way any rubbish, brush, earth, or material;
5. Constructing, placing, or maintaining on, over, under, or within a public right-of-way any pathway, sidewalk, driveway, or other surfacing; any culvert or other surface drainage or subsurface drainage facility; or any pipe, conduit, wire, communication service equipment or facility, or cable; and

6. Constructing, placing, planting, or maintaining any structure, embankment, excavation, tree, or other object adjacent to the public right-of-way which causes or may cause an encroachment.

“Engineer” means the City Engineer or designee.

“Excavation” means any trench cuts within the public street or public right-of-way, in excess of four (4) square feet or four (4) feet long, whichever is smaller, in order to access or install a utility line or any related facility or perform work within such public street or right-of-way.

“Facility” means any fiber optic, coaxial, or copper cable; communication service equipment; telephone, telecommunications, electric or other wire, line or equipment; water line, valve or water meter; sewer line, cleanout or manhole; utility structure; oil, gas, or other pipeline; duct; conduit; cabinet; tunnel; vault; drain; manhole; splice box; surface location marker; pole; subsurface tiebacks; soil nails; stairs; access ramps; subsurface foundations; landscape features, including curbs around planter areas; planter boxes; clocks; bus shelters; phone booths; bike racks; fencing; retaining walls; benches; stockpiles; building materials; and other appurtenances or tangible things located in, upon, above, beneath, or across any public right-of-way.

“Major Defects” means any defects greater than the deficiency tolerances specified in the City, Caltrans, or individual Contract Standard Plans and Details, whichever is more stringent or as directed by the Engineer.

“Permittee” means any person, contractor, utility or public agency that has been issued a permit pursuant to this Chapter, including any lawful successor, transferee, or assignee of the original permittee. All obligations, responsibilities, and other requirements of the permittee shall be binding on successors in interest of the original permittee.

“Prohibition Street” means a public street that has been reconstructed or resurfaced within the past three to five years (see Section 15.60.30).

“Public right-of-way” means the area in, upon, above, beneath, or across any land or interest which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the use of the general public for travel, and includes any public street, road, highway, freeway, bridge, lane, court, alley, boulevard, sidewalk, median, parkway, or emergency vehicle easement.

“Public street” means the full width of the surfaced or travel portion, including shoulders, of any road, street, path, lane, or alley dedicated to, reserved for, or used by or for the general public when those roads, streets, paths, lanes, and alleys have been accepted as and declared to be part of the City system of public streets.

“Utility” means any person or entity providing electricity, gas, telephone, telecommunications, water, sanitary sewer or other services to customers, and which pursuant to state law or local franchise is entitled to install its facilities in the public right-of-way.

15.60.030 Prohibition Period

Newly constructed or resurfaced streets shall be termed "Prohibition Streets" with this Chapter. Permission to excavate in Prohibition Streets will not be granted for five (5) years following after the completion of street overlays. An overlay is at least one-half (1/2) inch thick asphalt layer. For those streets with chip seal, slurry seal coating, or micro paving with less than one-half (1/2) inch of new pavement, the prohibition period shall be three (3) years. Utilities shall plan well enough in advance to determine alternate methods for making necessary repairs to avoid excavating in newly resurfaced public streets.

15.60.040 Exceptions

Exceptions to the above Section are as follows:

1. Emergencies endangering life or property;
2. Interruption of essential utility service;
3. Work mandated by City, State, or Federal law(s);
4. Building service where no other reasonable means of providing service exists; or
5. Situations in which no alternative course of action exists, as determined by the Engineer in writing and setting forth facts concluding that no alternative exists.

When authorizing an exception, and for emergency encroachments, the Director of Public Works or Engineer is granted the discretionary authority to impose conditions determined appropriate by the Director of Public Works or Engineer to ensure the rapid and complete restoration of the street and the pavement. The Director of Public Works or Engineer's determination shall be final.

15.60.050 Waiver

To excavate in a Prohibition Street, a waiver must be obtained. To request a waiver, the applicant must submit a written request to the Director of Public Works or City Engineer. The request must include:

1. The location of the excavation;
2. Description of the work to be performed;
3. The reason(s) the work was not performed before the street was paved;
4. The reason(s) the work cannot be deferred until after the prohibition period;
5. The reason(s) the work cannot be performed at another location; and
6. The reason(s) it is justified to excavate the Prohibition Street

Before issuing a waiver, the Engineer will verify that the applicant has analyzed all feasible alternatives to make the necessary repairs using a trenchless method in Prohibition Streets to avoid excavating a newly resurfaced street whenever possible. The Engineer shall grant a waiver if the applicant demonstrates that one or more of the circumstances under Section 15.60.40 exists and that the work cannot be completed using a trenchless method.

15.60.060 Pavement Repair

Any Prohibition Street excavations approved by waiver under Section 15.60.050 shall be repaired with full lane-width paving on the street as follows:

1. Overlaid or reconstructed streets: All lanes that are affected shall be ground down two (2) inches and repaved with two (2) inches of similar asphalt concrete material as the previous treatment to the satisfaction of the Engineer. Some streets may require rubberized asphalt of other materials.
2. Slurry sealed, chip sealed, or micro-surfaced streets: All lanes that are affected shall be resurfaced to the satisfaction of the Engineer with a treatment similar to what was previously utilized.
3. A minimum of one (1) foot on either side of the trench shall be resurfaced if the excavation is a lateral cut. For longitudinal trenches, the entire length plus one (1) foot on either end shall be resurfaced.
4. Exception - Full lane width restoration shall not be required if either of the following applies:
    a. The work is not defined as an excavation in Section 15.60.020
    b. The work performed on behalf of a low-income household in order to bring an owner-occupied single family residence into compliance with sanitary sewer regulations at any time other than as part of the sale of the residence. Low-income is defined as up to 80% of area median family income. The purpose of this exception is to prevent hardship to property owners of limited means and it shall be interpreted and applied solely to achieve that purpose.

15.60.070 Permits

Except as provided Section 15.60.040, prior to commencing maintenance or repair work, an owner shall obtain an encroachment permit, if required, as well as any other approval requiredfor such work and shall meet all City standards in performing the work.

15.60.080 Violation

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Failure to comply with any of the requirements of this chapter shall constitute a violation of this code and subject to enforcement under Chapters 1.08, 1.10 and 1.12.