



AGENDA

Tuesday, October 17, 2023

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK
SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR
AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY AND MARINA
GROUNDWATER SUSTAINABILITY AGENCY**

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

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

PARTICIPATION

You may participate in the City Council meeting in person or in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only.

The most effective method of communication with the City Council is by sending an email to marina@cityofmarina.org. Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting.

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

LAND ACKNOWLEDGEMENT

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

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

Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair
Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENTS ON CLOSED SESSION:
4. CLOSED SESSION:
 - a. Property: Los Animas Concrete, 499 9th Street, Marina, CA
Negotiating Party: Paul J. Bruno
Negotiator(s): City Manager
Terms: Price and Terms
 - b. Property: Desert Star Systems, 3261 Imjin Road, Portion of Building 518, Marina, CA
Negotiating Party: Marco Flagg
Negotiator(s): City Manager
Terms: Price and Terms

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

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
 - a. Smoke Alarm Presentation
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 103264-103345, totaling \$982,974.59.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) October 3, 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: None
 - g. APPROVAL OF AGREEMENTS:
 - (1) Adopting Resolution No. 2023-, adopting an MOU between the City and the Utility Workers Union of America (UWUA), the Mid-Management Employees Association (MMEA), Marina Police Officers' Association (MPOA), Unrepresented and Confidential employees. *CEQA: Not a Project per CEQA Guidelines Section 15378.*
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:
 - (1) Adopting Resolution No. 2023-, accepting the completion of the Glorya Jean-Tate Park Site Improvements and Pump Track Project. *(not a project as defined by the California Environmental Quality Act (CEQA)).*
 - (2) Adopting Resolution No. 2023-, accepting the completion of the California Avenue Pedestrian Crossing Installation Project. *(not a project as defined by the California Environmental Quality Act (CEQA)).*
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE): None
 - k. FUNDING & BUDGET MATTERS: None

1. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by Title Only and adopting Ordinance No. 2023-12, amending the Marina Municipal Code Section 17.48.130, Affordable Housing Overlay, to be consistent with recent legal precedent. CEQA: Mitigated Negative Declaration adopted 2/7/2023; No further environmental review required per CEQA Guidelines Section 15162
- (2) Read by Title Only and adopting Ordinance No. 2023-13, adding Chapter 15.60 regarding a Moratorium on cutting reconstructed or slurry sealed streets in in the City of Marina. *(Not a Project under CEQA per Article 20, Section 15378)*

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 and reading by title only and waiving further reading of Ordinance 2023-, adopting a new Chapter 17.68 to the Marina Municipal Code (MMC) pertaining to Temporary Use Permits. *The proposed amendments are exempt from CEQA per Sections 15304(e) and 155378(b)(5).*
- 12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
- 13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting Resolution No. 2023-, receiving Marina Police Department's 2023 Annual Military Equipment Report. CEQA: *Not a Project per CEQA Guidelines Section 15378*
- b. Adopting Resolution No. 2023-, approving Amendment No. 7 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program. CEQA: *Not a Project per CEQA Guidelines Section 15378*
- c. City Manager update on Consolidated Project List and other City projects. CEQA: *Not a Project per CEQA Guidelines Section 15378*
- 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, October 13, 2023.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

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

Tuesday, October 17, 2023

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

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

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

Veterans Day (City Offices Closed)----- Friday, November 10, 2023
Thanksgiving Day-----Thursday, November 23, 2023
Thanksgiving Break----- Friday, November 24, 2023
Winter Break----- Monday, December 25, 2023-Friday, December 29, 2023

2023 COMMISSION DATES

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

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 10/06/23 - 10/06/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.465 - Prof Svc Legal - Special Counsel										
11714 - Advisian, Inc. - Worley Group, Inc.	469055	Professional Services - MPWSP - August 2023	Paid by EFT # 3770		09/01/2023	09/27/2023	09/27/2023		10/06/2023	50,503.75
11505 - Shartsis Frieze LLP	5480589	Professional Services - MPWSP - August 2023	Paid by Check # 103285		09/29/2023	10/03/2023	10/03/2023		10/06/2023	207,359.24
Account 6300.465 - Prof Svc Legal - Special Counsel Totals								Invoice Transactions	2	\$257,862.99
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9944055341	Monthly Verizon Bill- 308174766	Paid by EFT # 3779		09/10/2023	09/25/2023	09/25/2023		10/06/2023	227.56
Account 6380.120 - Utilities Comm Mobile & Pager Totals								Invoice Transactions	1	\$227.56
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	3	\$258,090.55
Division 000 - Non-Div Totals								Invoice Transactions	3	\$258,090.55
Department 120 - City Mgr/HR/Risk Totals								Invoice Transactions	3	\$258,090.55
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	11257	IT Support - September 2023	Paid by EFT # 3778		10/01/2023	10/02/2023	10/02/2023		10/06/2023	9,120.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals								Invoice Transactions	1	\$9,120.00
Account 6300.331 - Prof Svc IT - Website Svc										
10143 - Civicplus	271672	Website Hosting - Oct-Dec 2023	Paid by EFT # 3771		10/01/2023	10/02/2023	10/02/2023		10/06/2023	3,826.12
Account 6300.331 - Prof Svc IT - Website Svc Totals								Invoice Transactions	1	\$3,826.12
Account 6360.076 - Maint & Repairs Copier										
10592 - U.S. Bank Equipment Finance-USbancorp	512110115	CDD Copier Lease Payment - October 2023	Paid by Check # 103290		09/29/2023	10/02/2023	10/02/2023		10/06/2023	216.32
Account 6360.076 - Maint & Repairs Copier Totals								Invoice Transactions	1	\$216.32
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade										
10897 - TechRx Technology Services	11271	Dell Warranty D0P8JL2 SAN - 2-Years	Paid by EFT # 3778		10/01/2023	10/02/2023	10/02/2023		10/06/2023	3,979.00
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade Totals								Invoice Transactions	1	\$3,979.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000708-R-0031	Barracuda Spam Firewall - October 2023	Paid by Check # 103289		10/01/2023	10/02/2023	10/02/2023		10/06/2023	475.80
10905 - Taygeta Scientific, Inc.	000423-R-0058	Computer Network Defense - October 2023	Paid by Check # 103289		10/01/2023	10/02/2023	10/02/2023		10/06/2023	2,000.00



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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 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	11243	Veeam Virtual Backup Monthly Subscription - October 2023	Paid by EFT # 3778		10/01/2023	10/02/2023	10/02/2023		10/06/2023	380.00
10897 - TechRx Technology Services	11242	Ninite Monthly Subscription - October 2023	Paid by EFT # 3778		10/01/2023	10/02/2023	10/02/2023		10/06/2023	112.50
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 4			\$2,968.30
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade										
10897 - TechRx Technology Services	11167	Citywide MS Office 365 - October 2023	Paid by EFT # 3778		10/01/2023	10/02/2023	10/02/2023		10/06/2023	2,260.20
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade Totals							Invoice Transactions 1			\$2,260.20
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11222	Airfiber - Corp yard	Paid by EFT # 3778		09/30/2023	10/02/2023	10/02/2023		10/06/2023	6,812.95
10897 - TechRx Technology Services	11213	4TB External USB	Paid by EFT # 3778		09/30/2023	10/02/2023	10/02/2023		10/06/2023	262.20
10897 - TechRx Technology Services	11260	Printers for City Manager and Assit. City Manager's Offices	Paid by EFT # 3778		09/30/2023	10/02/2023	10/02/2023		10/06/2023	1,308.63
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions 3			\$8,383.78
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 12			\$30,753.72
Division 000 - Non-Div Totals							Invoice Transactions 12			\$30,753.72
Department 125 - I. T. Totals							Invoice Transactions 12			\$30,753.72
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-19	Service 9/11-21/2023	Paid by EFT # 3777		09/22/2023	09/22/2023	09/22/2023		10/06/2023	3,230.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions 1			\$3,230.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9944055341	Monthly Verizon Bill- 308174766	Paid by EFT # 3779		09/10/2023	09/25/2023	09/25/2023		10/06/2023	89.54
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$89.54
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$3,319.54
Division 000 - Non-Div Totals							Invoice Transactions 2			\$3,319.54
Department 130 - Finance Totals							Invoice Transactions 2			\$3,319.54



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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 6150.200 - Medical Dental										
10737 - Premier Access Insurance-Premium Payment	10-01-23.	Dental Claim (10/2023)	Paid by Check # 103297		10/01/2023	10/01/2023	10/01/2023		10/06/2023	(336.93)
Account 6150.200 - Medical Dental Totals							Invoice Transactions 1			(\$336.93)
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	10-01-23.	VSP Adjustment (10/2023)	Paid by Check # 103298		10/01/2023	10/01/2023	10/01/2023		10/06/2023	81.82
Account 6150.500 - Medical Vision Totals							Invoice Transactions 1			\$81.82
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN031849	Transaction Tax (July-September 2023)	Paid by EFT # 3774		09/22/2023	09/25/2023	09/25/2023		10/06/2023	300.00
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN031771	Sales Tax and Audit Srvs July-Sept 2023	Paid by EFT # 3774		09/26/2023	09/25/2023	09/25/2023		10/06/2023	1,171.09
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals							Invoice Transactions 2			\$1,471.09
Account 6300.570 - Prof Svc Other										
11835 - Environmental Innovations, Inc.	2220	Solid Waste Management Services	Paid by Check # 103275		09/14/2023	09/27/2023	09/27/2023		10/06/2023	1,815.00
11710 - HdL Coren & Cone	SIN032139	Property Tax 2022/2023	Paid by EFT # 3773		09/26/2023	09/25/2023	09/25/2023		10/06/2023	35.65
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 2			\$1,850.65
Account 6370.175 - Shared Svc EOC										
10174 - CSUMB	613856	EOC Annual Maintenance Fee 07/01/23 to 06/30/24	Paid by Check # 103273		08/31/2023	09/27/2023	09/27/2023		10/06/2023	5,000.00
Account 6370.175 - Shared Svc EOC Totals							Invoice Transactions 1			\$5,000.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2023 683-2	PG&E 6217294683-2	Paid by Check # 103283		09/18/2023	09/22/2023	09/22/2023		10/06/2023	157.03
10463 - Pacific Gas & Electric	Sept 2023 795-7	PG&E - 4467294795-7	Paid by Check # 103283		09/20/2023	09/25/2023	09/25/2023		10/06/2023	414.42
10463 - Pacific Gas & Electric	Sept 2023 172-2	PG&E - 5618207172-2	Paid by Check # 103283		09/19/2023	09/25/2023	09/25/2023		10/06/2023	752.31
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 3			\$1,323.76
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 092923	Water Cooler Rental and Replacement Water	Paid by Check # 103286		09/29/2023	10/02/2023	10/02/2023		10/06/2023	119.40
10897 - TechRx Technology Services	11220	Webcam Logitech - City Hall Conference Room	Paid by EFT # 3778		09/12/2023	10/02/2023	10/02/2023		10/06/2023	71.01
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 2			\$190.41



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.494 - Other Charges Membership LAFCO										
10409 - Monterey County Auditor-Controller	24-116	LAFCO Budget Allocation - FY 2023-2024	Paid by Check # 103280		06/14/2023	10/03/2023	10/03/2023		10/06/2023	38,939.10
Account 6600.494 - Other Charges Membership LAFCO Totals							Invoice Transactions	1		\$38,939.10
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	13		\$48,519.90
Division 000 - Non-Div Totals							Invoice Transactions	13		\$48,519.90
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	13		\$48,519.90
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228659	Janitorial Service - Police/Fire/Airport September 2023	Paid by Check # 103270		09/25/2023	09/27/2023	09/27/2023		10/06/2023	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$1,308.34
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4169338716	Mat Service - Police/Fire 09/29/23	Paid by Check # 103272		09/29/2023	10/03/2023	10/03/2023		10/06/2023	37.59
10493 - Pure H2O	20424	Water Cooler Service Police & Fire 10/01/23	Paid by Check # 103284		10/01/2023	10/03/2023	10/03/2023		10/06/2023	88.55
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	2		\$126.14
Account 6500.620 - Training & Travel POST										
10657 - Garcia, Eric	09-24-23	Per Diem - E. Garcia	Paid by Check # 103294		09/24/2023	09/27/2023	09/27/2023		10/06/2023	266.00
11408 - Johnson, Christopher	09-24-23	Per Diem - C. Johnson	Paid by EFT # 3780		09/24/2023	09/27/2023	09/27/2023		10/06/2023	266.00
Account 6500.620 - Training & Travel POST Totals							Invoice Transactions	2		\$532.00
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	10012023	Parking Rental Fees	Paid by Check # 103276		10/01/2023	10/03/2023	10/03/2023		10/06/2023	997.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions	1		\$997.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$2,963.48
Division 000 - Non-Div Totals							Invoice Transactions	6		\$2,963.48
Department 210 - Police Totals							Invoice Transactions	6		\$2,963.48



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123357	Plan review & inspection for Rooftop Bldg 1 FA, 101-106 10th St	Paid by Check # 103271		09/17/2023	10/03/2023	10/03/2023		10/06/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123386	Plan review for Dunes Promenade Commercial Bldg G	Paid by Check # 103271		09/16/2023	10/03/2023	10/03/2023		10/06/2023	215.00
10841 - Carmel Fire Protection Associates - Art Black	123358	Plan review & inspection at Rooftops Bldg 5A 501-503 10th St	Paid by Check # 103271		09/17/2023	10/03/2023	10/03/2023		10/06/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	23-S	Apartment Inspections (46 apts)	Paid by Check # 103271		09/16/2023	10/03/2023	10/03/2023		10/06/2023	3,450.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 4	\$4,125.00
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228659	Janitorial Service - Police/Fire/Airport September 2023	Paid by Check # 103270		09/25/2023	09/27/2023	09/27/2023		10/06/2023	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$516.66
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4169338716	Mat Service - Police/Fire 09/29/23	Paid by Check # 103272		09/29/2023	10/03/2023	10/03/2023		10/06/2023	117.48
10493 - Pure H2O	20424	Water Cooler Service Police & Fire 10/01/23	Paid by Check # 103284		10/01/2023	10/03/2023	10/03/2023		10/06/2023	113.53
10623 - Xerox Financial Services	4850054	FD Monthly Copier Charges 09/17/23 - 10/16/23	Paid by Check # 103293		09/27/2023	09/27/2023	09/27/2023		10/06/2023	239.26
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 3	\$470.27
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9945299239	FD Mobile from August 26 - September 25, 2023	Paid by EFT # 3779		09/25/2023	10/03/2023	10/03/2023		10/06/2023	442.50
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$442.50
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	086424	Cleaning supplies, Digital Multimeter	Paid by Check # 103264		09/21/2023	09/27/2023	09/27/2023		10/06/2023	129.94
10927 - Ace Hardware - Fire Dept.	086487	Station 2 cleaning supplies	Paid by Check # 103264		09/29/2023	10/03/2023	10/03/2023		10/06/2023	76.59
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 2	\$206.53



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	10012023	Parking Rental Fees	Paid by Check # 103276		10/01/2023	10/03/2023	10/03/2023		10/06/2023	303.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions	1		\$303.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	12		\$6,063.96
Division 000 - Non-Div Totals							Invoice Transactions	12		\$6,063.96
Department 250 - Fire Totals							Invoice Transactions	12		\$6,063.96
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10560 - Suburban Propane	1602-516192	City Supply	Paid by Check # 103288		09/22/2023	09/27/2023	09/27/2023		10/06/2023	664.40
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions	1		\$664.40
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056098 090823	3254 Abdy Way (Tate- Park Building)	Paid by Check # 103279		09/08/2023	09/17/2023	09/17/2023		10/06/2023	52.60
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	1		\$52.60
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110305916	PW Uniforms	Paid by Check # 103265		09/15/2023	09/17/2023	09/17/2023		10/06/2023	155.25
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	1		\$155.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$872.25
Division 311 - Buildings & Grounds Totals							Invoice Transactions	3		\$872.25
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11681 - South Coast Emergency Vehicle Service	515619	FD	Paid by Check # 103287		09/27/2023	09/27/2023	09/27/2023		10/06/2023	170.00
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	1		\$170.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$170.00
Division 313 - Vehicle Maint Totals							Invoice Transactions	1		\$170.00
Department 310 - Public Works Totals							Invoice Transactions	4		\$1,042.25



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	53140	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	12,100.00
10316 - Kimley-Horn & Associates	25993949	Dunes 2nd Ave	Paid by Check # 103278		08/31/2023	09/27/2023	09/27/2023		10/06/2023	7,062.50
10508 - Regional Government Services	15640	Contract Services for Planning-Harvey Gas Station- August 2023	Paid by EFT # 3776		08/31/2023	09/27/2023	09/27/2023		10/06/2023	2,091.50
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions 3			\$21,254.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9944055341	Monthly Verizon Bill- 308174766	Paid by EFT # 3779		09/10/2023	09/25/2023	09/25/2023		10/06/2023	154.64
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$154.64
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10046 - ARC (Former San Jose Blue)	12237663	ARC September 2003	Paid by Check # 103266		08/21/2023	10/02/2023	10/02/2023		10/06/2023	282.96
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions 1			\$282.96
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 5			\$21,691.60
Division 000 - Non-Div Totals							Invoice Transactions 5			\$21,691.60
Department 410 - Planning Totals							Invoice Transactions 5			\$21,691.60
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check										
10171 - CSG Consultants	53140	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	18,535.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals							Invoice Transactions 1			\$18,535.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	53140	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	5,805.00
10171 - CSG Consultants	53139	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	15,125.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions 2			\$20,930.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	53139	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	3,410.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals							Invoice Transactions 1			\$3,410.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	53139	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	1,100.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals									Invoice Transactions 1	\$1,100.00
Account 6300.570 - Prof Svc Other										
10508 - Regional Government Services	15631	Contract Services for August Superintendent	Paid by EFT # 3776		08/31/2023	09/27/2023	09/27/2023		10/06/2023	617.14
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$617.14
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	53140	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	31,510.00
Account 6330.200 - Fee Agr Costs - Engineering Totals									Invoice Transactions 1	\$31,510.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 7	\$76,102.14
Division 000 - Non-Div Totals									Invoice Transactions 7	\$76,102.14
Department 420 - Engineering Totals									Invoice Transactions 7	\$76,102.14
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	53140	Professional Services	Paid by EFT # 3772		09/15/2023	09/22/2023	09/22/2023		10/06/2023	3,862.50
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals									Invoice Transactions 1	\$3,862.50
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$3,862.50
Division 000 - Non-Div Totals									Invoice Transactions 1	\$3,862.50
Department 430 - Building Inspection Totals									Invoice Transactions 1	\$3,862.50
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Sept 2023 520 5	AT&T 831-582-9957 520 5	Paid by Check # 103267		09/13/2023	09/22/2023	09/22/2023		10/06/2023	327.38
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 1	\$327.38
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$327.38
Division 100 - Admin Totals									Invoice Transactions 1	\$327.38
Department 510 - Recreation & Culture Totals									Invoice Transactions 1	\$327.38
Fund 100 - General Fund Totals									Invoice Transactions 66	\$452,737.02



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.060 - Maint & Repairs Bdg Library										
11909 - Val's Plumbing & Heating, Inc.	44400	Marina Library	Paid by Check # 103291		08/31/2023	09/17/2023	09/17/2023		10/06/2023	461.02
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions	1		\$461.02
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$461.02
Division 000 - Non-Div Totals							Invoice Transactions	1		\$461.02
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$461.02
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		\$461.02



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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	329-1.Sept23	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 103283		09/14/2023	09/17/2023	09/17/2023		10/06/2023	37.80
10463 - Pacific Gas & Electric	Sept 2023 683-2	PG&E 6217294683-2	Paid by Check # 103283		09/18/2023	09/22/2023	09/22/2023		10/06/2023	1,006.40
10463 - Pacific Gas & Electric	Sept 2023 533-8	PG&E - 2253666533-8	Paid by Check # 103283		09/17/2023	09/25/2023	09/25/2023		10/06/2023	121.06
10463 - Pacific Gas & Electric	Sept 2023 362-9	PG&E - 5996678362-9	Paid by Check # 103283		09/19/2023	09/25/2023	09/25/2023		10/06/2023	136.61
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 4	\$1,301.87
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056036083123	2nd Ave/Divarty & Intergarrison	Paid by Check # 103279		08/31/2023	09/17/2023	09/17/2023		10/06/2023	177.74
10349 - Marina Coast Water District	000056087090823	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 103279		09/08/2023	09/17/2023	09/17/2023		10/06/2023	28.34
10349 - Marina Coast Water District	000056086090823	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 103279		09/08/2023	09/17/2023	09/17/2023		10/06/2023	28.34
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 3	\$234.42
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	3924209	Perc Ponds	Paid by Check # 103282		09/26/2023	09/27/2023	09/27/2023		10/06/2023	68.15
10427 - Monterey Regional Waste Management District	3923991	Perc Ponds	Paid by Check # 103282		09/26/2023	09/27/2023	09/27/2023		10/06/2023	90.28
10427 - Monterey Regional Waste Management District	3924371	Perc Ponds	Paid by Check # 103282		09/26/2023	09/27/2023	09/27/2023		10/06/2023	116.18
10427 - Monterey Regional Waste Management District	3924162	Streets	Paid by Check # 103282		09/26/2023	09/27/2023	09/27/2023		10/06/2023	71.04
10427 - Monterey Regional Waste Management District	3923899	Perc Ponds	Paid by Check # 103282		09/26/2023	09/27/2023	09/27/2023		10/06/2023	93.98
Account 6400.155 - Material & Suppl Dump Fees Totals									Invoice Transactions 5	\$439.63
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	14225799091323	209 Cypress Ave	Paid by Check # 103286		09/13/2023	09/17/2023	09/17/2023		10/06/2023	74.94
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$74.94
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	20141	Traffic Signal Maintenance	Paid by Check # 103268		08/28/2023	09/17/2023	09/17/2023		10/06/2023	780.00
Account 6400.780 - Material & Suppl Traffic Signal Totals									Invoice Transactions 1	\$780.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110305917	PW Shop Supplies	Paid by Check # 103265		09/15/2023	09/17/2023	09/17/2023		10/06/2023	77.11
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	1		\$77.11
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	15		\$2,907.97
Division 000 - Non-Div Totals							Invoice Transactions	15		\$2,907.97
Department 000 - Non-Dept Totals							Invoice Transactions	15		\$2,907.97
Fund 220 - Gas Tax Totals							Invoice Transactions	15		\$2,907.97



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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.	60390	Program Management	Paid by Check # 103292		09/22/2023	09/27/2023	09/27/2023		10/06/2023	2,760.00
11489 - Wallace Group, Inc.	60341	Blight Removal	Paid by Check # 103292		09/22/2023	09/27/2023	09/27/2023		10/06/2023	2,201.25
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$4,961.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$4,961.25
Division 000 - Non-Div Totals							Invoice Transactions	2		\$4,961.25
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$4,961.25
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		\$4,961.25



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	53141	Cypress Coves II	Paid by EFT # 3772		09/15/2023	09/17/2023	09/17/2023		10/06/2023	385.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$385.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$385.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$385.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$385.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$385.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2023 272-1	PG&E - 2862559272-1	Paid by Check # 103283		09/18/2023	09/22/2023	09/22/2023		10/06/2023	40.58
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$40.58
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$40.58
Division 000 - Non-Div Totals							Invoice Transactions	1		\$40.58
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$40.58
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$40.58



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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										
11847 - BKF Engineers	23090973	Marina Pavement Management Program	Paid by Check # 103269		09/21/2023	09/27/2023	09/27/2023		10/06/2023	10,364.50
11489 - Wallace Group, Inc.	60390	Program Management	Paid by Check # 103292		09/22/2023	09/27/2023	09/27/2023		10/06/2023	2,893.75
10171 - CSG Consultants	53142	Annual Street Resurfacing	Paid by EFT # 3772		09/15/2023	09/17/2023	09/17/2023		10/06/2023	1,980.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$15,238.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$15,238.25
Division 000 - Non-Div Totals							Invoice Transactions	3		\$15,238.25
Department 000 - Non-Dept Totals							Invoice Transactions	3		\$15,238.25
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	3		\$15,238.25



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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										
10268 - Harris & Associates	59140	Imjin Parkway Improvement Plan	Paid by Check # 103277		09/05/2023	09/27/2023	09/27/2023		10/06/2023	23,657.06
10425 - Monterey Peninsula Engineering	23-08-11	Glorya Jean Tate Park Site Improvements and Pump Track	Paid by Check # 103281		08/31/2023	09/22/2023	09/22/2023		10/06/2023	31,742.05
10425 - Monterey Peninsula Engineering	23-08-09	California Ave Pedestrian Crossing	Paid by Check # 103281		08/28/2023	09/22/2023	09/22/2023		10/06/2023	29,549.05
10425 - Monterey Peninsula Engineering	23-08-12	Martin Luther King Jr Sculpture Garden	Paid by Check # 103281		08/31/2023	09/22/2023	09/22/2023		10/06/2023	36,869.50
11489 - Wallace Group, Inc.	60390	Program Management	Paid by Check # 103292		09/22/2023	09/27/2023	09/27/2023		10/06/2023	10,740.00
10171 - CSG Consultants	53138	Imjin Parkway Widening	Paid by EFT # 3772		09/15/2023	09/17/2023	09/17/2023		10/06/2023	9,240.00
11084 - EMC Planning Group	23-351	Marina LCP Update July 2023	Paid by Check # 103274		07/31/2023	09/27/2023	09/27/2023		10/06/2023	1,354.07
11364 - Jeff Katz Architectural Corp. - JKA Architecture	21887	Marina Aquatic and Sports Center Design Phase	Paid by EFT # 3775		08/31/2023	09/17/2023	09/17/2023		10/06/2023	1,720.00
11489 - Wallace Group, Inc.	60367	California Ave Pedestrian Crossing	Paid by Check # 103292		09/22/2023	09/27/2023	09/27/2023		10/06/2023	591.02
11489 - Wallace Group, Inc.	60340	California Ave Pedestrian Crossing	Paid by Check # 103292		09/22/2023	09/27/2023	09/27/2023		10/06/2023	798.00
11489 - Wallace Group, Inc.	60330	Construction MLK Sculpture CDs	Paid by Check # 103292		09/22/2023	09/27/2023	09/27/2023		10/06/2023	249.38
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	11		\$146,510.13
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	11		\$146,510.13
Division 000 - Non-Div Totals							Invoice Transactions	11		\$146,510.13
Department 000 - Non-Dept Totals							Invoice Transactions	11		\$146,510.13
Fund 462 - City Capital Projects Totals							Invoice Transactions	11		\$146,510.13



Accounts Payable by G/L Distribution Report

Payment Date Range 10/06/23 - 10/06/23

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 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228659	Janitorial Service - Police/Fire/Airport September 2023	Paid by Check # 103270		09/25/2023	09/27/2023	09/27/2023		10/06/2023	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	<u>\$410.00</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9944055341	Monthly Verizon Bill-308174766	Paid by EFT # 3779		09/10/2023	09/25/2023	09/25/2023		10/06/2023	51.53
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	<u>\$51.53</u>
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2023 683-2	PG&E 6217294683-2	Paid by Check # 103283		09/18/2023	09/22/2023	09/22/2023		10/06/2023	107.85
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	<u>\$107.85</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	<u>\$569.38</u>
Division 000 - Non-Div Totals									Invoice Transactions 3	<u>\$569.38</u>
Department 000 - Non-Dept Totals									Invoice Transactions 3	<u>\$569.38</u>
Fund 555 - Marina Airport Totals									Invoice Transactions 3	<u>\$569.38</u>
Grand Totals									Invoice Transactions 103	<u>\$623,810.60</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11865 - TeamCivX	1272	Bond Measure Consulting Fee - September 2023	Paid by EFT # 3816		10/01/2023	10/10/2023	10/10/2023		10/13/2023	6,706.28
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$6,706.28
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0241664-IN	City Fuel Enthanol/Diesel	Paid by Check # 103324		09/22/2023	10/03/2023	10/03/2023		10/13/2023	151.24
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$151.24
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$6,857.52
Division 000 - Non-Div Totals									Invoice Transactions 2	\$6,857.52
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 2	\$6,857.52
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-20	Service 9/25-10/05/2023	Paid by EFT # 3814		10/06/2023	09/29/2023	09/29/2023		10/13/2023	3,277.50
Account 6300.216 - Prof Svc Fin - Accounting Services Totals									Invoice Transactions 1	\$3,277.50
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN031949	AUG 2023 BL Admin Fee	Paid by EFT # 3812		08/31/2023	10/09/2023	10/09/2023		10/13/2023	16,642.88
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals									Invoice Transactions 1	\$16,642.88
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	331167850001	Office Supplies-Finance/Account #: 29838421	Paid by Check # 103331		09/19/2023	09/29/2023	09/29/2023		10/13/2023	60.81
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$60.81
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$19,981.19
Division 000 - Non-Div Totals									Invoice Transactions 3	\$19,981.19
Department 130 - Finance Totals									Invoice Transactions 3	\$19,981.19
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-02056820	2660 5th Ave (Corp Yard)	Paid by Check # 103342		09/30/2023	09/29/2023	09/29/2023		10/13/2023	601.10
10588 - United Site Services	INV-02069531	Beach Rd & De Forest Rd	Paid by Check # 103342		10/05/2023	10/06/2023	10/06/2023		10/13/2023	260.35



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN031950	AUG 2023 - TOT	Paid by EFT # 3812		08/31/2023	09/29/2023	09/29/2023		10/13/2023	1,922.67
Account 6300.570 - Prof Svc Other Totals Invoice Transactions 3										<u>\$2,784.12</u>
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4169338758	Cust# 833-711-5963	Paid by Check # 103307		09/29/2023	09/29/2023	09/29/2023		10/13/2023	43.22
Account 6360.570 - Maint & Repairs Other Svc Agr Totals Invoice Transactions 1										<u>\$43.22</u>
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20586012	CALNET3-9391023463 (384-7854)	Paid by Check # 103303		09/28/2023	10/03/2023	10/03/2023		10/13/2023	27.10
10758 - AT & T CALNET3	20580974	CALNET3-9391023477 (582-9803)	Paid by Check # 103303		09/27/2023	10/03/2023	10/03/2023		10/13/2023	27.10
10758 - AT & T CALNET3	20585984	CALNET3-9391023437 (384-0425)	Paid by Check # 103303		09/28/2023	10/03/2023	10/03/2023		10/13/2023	54.06
10758 - AT & T CALNET3	20585987	CALNET3-9391023440 (384-0860)	Paid by Check # 103303		09/28/2023	10/03/2023	10/03/2023		10/13/2023	27.10
10758 - AT & T CALNET3	20586017	CALNET3-9391023468 (384-9148)	Paid by Check # 103303		09/28/2023	10/03/2023	10/03/2023		10/13/2023	27.10
10758 - AT & T CALNET3	20580968	CALNET3-9391023471 (582-0100)	Paid by Check # 103303		09/27/2023	10/03/2023	10/03/2023		10/13/2023	56.67
10758 - AT & T CALNET3	20585988	CALNET3-9391023441 (384-0888)	Paid by Check # 103303		09/28/2023	10/03/2023	10/03/2023		10/13/2023	27.10
10758 - AT & T CALNET3	20586015	CALNET3-9391023466 (384-8477)	Paid by Check # 103303		09/28/2023	10/03/2023	10/03/2023		10/13/2023	52.66
Account 6380.150 - Utilities Comm Phone System Totals Invoice Transactions 8										<u>\$298.89</u>
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2023 313-6	PG&E 6793435313-6	Paid by Check # 103332		09/26/2023	09/29/2023	09/29/2023		10/13/2023	7,786.93
Account 6380.300 - Utilities Gas & Electric Totals Invoice Transactions 1										<u>\$7,786.93</u>
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	12000009 093023	208 Palm Ave	Paid by Check # 103325		09/30/2023	10/06/2023	10/06/2023		10/13/2023	222.00
10432 - Monterey One Water - former MRWPCA	13000325 093023	2800 2nd Ave	Paid by Check # 103325		09/30/2023	10/06/2023	10/06/2023		10/13/2023	55.50
10432 - Monterey One Water - former MRWPCA	13000143 093023	3220 Imjin Rd	Paid by Check # 103325		09/30/2023	10/06/2023	10/06/2023		10/13/2023	33.40
10432 - Monterey One Water - former MRWPCA	12003949 093023	209 Cypress Ave	Paid by Check # 103325		09/30/2023	10/06/2023	10/06/2023		10/13/2023	111.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	12003245	3254 Abdy Way	Paid by Check # 103325		09/30/2023	10/06/2023	10/06/2023		10/13/2023	55.50
10432 - Monterey One Water - former MRWPCA	12001708	304 Hillcrest Ave	Paid by Check # 103325		09/30/2023	10/06/2023	10/06/2023		10/13/2023	55.50
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 6	\$532.90
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	512518515	City Hall Copier Lease Payment - October 2023	Paid by Check # 103322		10/04/2023	10/10/2023	10/10/2023		10/13/2023	380.20
Account 6600.452 - Other Charges Leased Copier Totals									Invoice Transactions 1	\$380.20
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 20	\$11,826.26
Division 000 - Non-Div Totals									Invoice Transactions 20	\$11,826.26
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 20	\$11,826.26
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10800 - Lexipol	INVCOR1110	CordicoShield Law Enforcement Wellness App	Paid by Check # 103319		07/31/2023	09/27/2023	09/27/2023		10/13/2023	5,949.15
10434 - Monterey P. Regional Special Response Unit	53	SRU Contribution (FY 2023-2024)	Paid by Check # 103326		07/06/2023	09/27/2023	09/27/2023		10/13/2023	5,000.00
10592 - U.S. Bank Equipment Finance-USbancorp	509448502	Customer Credit Acct #598296	Paid by Check # 103341		08/25/2023	09/21/2023	09/21/2023		10/13/2023	1,182.15
10627 - Zoom Imaging Solutions	IN3640456	Acct # SOS-CIT-1600-Z - City of Marina PD	Paid by Check # 103344		08/22/2023	09/21/2023	09/21/2023		10/13/2023	1,048.19
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 4	\$13,179.49
Account 6360.680 - Maint & Repairs Radio Equip										
11739 - IntelliSite, LLC/EPIC IO Technologies, Inc.	3580	Acct #C-10693	Paid by Check # 103345		09/15/2023	09/27/2023	09/27/2023		10/13/2023	498.18
Account 6360.680 - Maint & Repairs Radio Equip Totals									Invoice Transactions 1	\$498.18
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9942290676	Acct #272493672-00001	Paid by EFT # 3818		09/18/2023	09/21/2023	09/21/2023		10/13/2023	1,624.29
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$1,624.29
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	09-01-23	Acct #248 134-7275 428 0	Paid by Check # 103302		09/01/2023	09/21/2023	09/21/2023		10/13/2023	4.30



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 6380.150 - Utilities Comm Phone System										
10057 - Avaya, Inc.	2734731386	Acct #01	Paid by EFT # 3807		09/04/2023	09/21/2023	09/21/2023		10/13/2023	12.49
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 2
										\$16.79
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	08-31-23	Acct #014874 000	Paid by Check # 103321		08/31/2023	09/21/2023	09/21/2023		10/13/2023	130.86
10349 - Marina Coast Water District	08-31-23 A	Acct #000056 091	Paid by Check # 103321		08/31/2023	09/27/2023	09/27/2023		10/13/2023	156.44
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 2
										\$287.30
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0241664-IN	City Fuel Enthanol/Diesel	Paid by Check # 103324		09/22/2023	10/03/2023	10/03/2023		10/13/2023	5,747.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$5,747.00
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
11739 - IntelliSite, LLC/EPIC iO Technologies, Inc.	3634	Acct #C-10693	Paid by Check # 103345		09/19/2023	09/27/2023	09/27/2023		10/13/2023	1,715.23
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals										Invoice Transactions 1
										\$1,715.23
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	34341140	Acct # 7474999	Paid by Check # 103333		08/30/2023	09/21/2023	09/21/2023		10/13/2023	87.78
10498 - Quill Corporation	34343545	Acct # 7474999	Paid by Check # 103333		08/30/2023	09/21/2023	09/21/2023		10/13/2023	19.22
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 2
										\$107.00
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-249-20263	Acct #3995-9218-6	Paid by Check # 103311		09/08/2023	09/21/2023	09/21/2023		10/13/2023	13.51
Account 6400.635 - Material & Suppl Postage Shipping Totals										Invoice Transactions 1
										\$13.51
Account 6400.800 - Material & Suppl Uniform										
10309 - Salinas Valley Pro Squad	40102	Fernando	Paid by Check # 103336		08/28/2023	09/21/2023	09/21/2023		10/13/2023	54.61
10309 - Salinas Valley Pro Squad	40100	Nolan	Paid by Check # 103336		08/22/2023	09/21/2023	09/21/2023		10/13/2023	185.70
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 2
										\$240.31
Account 6500.620 - Training & Travel POST										
10226 - Enterprise Rent-A-Car	33079446	Rental Agreement #463099777	Paid by Check # 103310		05/31/2023	09/27/2023	09/27/2023		10/13/2023	714.05
11715 - Savage Training Group LLC	1916	Internal Affairs & Officer Involved Shooting - C. Peliova	Paid by Check # 103337		01/30/2023	09/27/2023	09/27/2023		10/13/2023	35.20



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 6500.620 - Training & Travel POST										
11715 - Savage Training Group LLC	1837	Advanced Critical Incident Response - C. Peliova	Paid by Check # 103337		11/18/2022	09/27/2023	09/27/2023		10/13/2023	15.00
Account 6500.620 - Training & Travel POST Totals									Invoice Transactions 3	\$764.25
Account 6600.465 - Other Charges Live Scan										
10193 - California Department of Justice	677885	Cust #110312	Paid by Check # 103306		09/06/2023	09/21/2023	09/21/2023		10/13/2023	96.00
Account 6600.465 - Other Charges Live Scan Totals									Invoice Transactions 1	\$96.00
Account 6700.130 - Capital Outlay Vehicles										
10823 - Hollister Powersports - Greenwood Chevrolet	HPS10112023001	Polaris - R23T6E99BD	Paid by Check # 103315		10/11/2023	10/11/2023	10/11/2023		10/13/2023	19,587.85
Account 6700.130 - Capital Outlay Vehicles Totals									Invoice Transactions 1	\$19,587.85
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 22	\$43,877.20
Division 000 - Non-Div Totals									Invoice Transactions 22	\$43,877.20
Department 210 - Police Totals									Invoice Transactions 22	\$43,877.20
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0246817-IN	Clear Diesel	Paid by Check # 103324		09/14/2023	09/26/2023	09/26/2023		10/13/2023	2,612.98
10416 - Monterey County Petroleum-Sturdy Oil Co.	0241664-IN	City Fuel Enthanol/Diesel	Paid by Check # 103324		09/22/2023	10/03/2023	10/03/2023		10/13/2023	1,052.80
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$3,665.78
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$3,665.78
Division 000 - Non-Div Totals									Invoice Transactions 2	\$3,665.78
Department 250 - Fire Totals									Invoice Transactions 2	\$3,665.78
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.040 - Maint & Repairs Backflow Preventers										
10183 - Marina Backflow Co.	2972	Backflows/September 2023	Paid by Check # 103320		10/08/2023	10/06/2023	10/06/2023		10/13/2023	390.00
Account 6360.040 - Maint & Repairs Backflow Preventers Totals									Invoice Transactions 1	\$390.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10034 - American Supply Co.	0179731	Branches pick up	Paid by Check # 103300		09/19/2023	10/06/2023	10/06/2023		10/13/2023	25.63



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10080 - Branch's Janitorial	228658	Custodial Service for September 2023	Paid by Check # 103305		09/25/2023	09/26/2023	09/26/2023		10/13/2023	2,886.35
10250 - Gavilan Pest Control	0156736	211 Hillcrest Ave Rodents	Paid by Check # 103312		10/03/2023	10/06/2023	10/06/2023		10/13/2023	82.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 3	\$2,993.98
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0156086	3126 Shoemaker at Pond	Paid by Check # 103312		09/29/2023	09/29/2023	09/29/2023		10/13/2023	80.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$80.00
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086484	Drill Bit	Paid by Check # 103299		09/29/2023	09/29/2023	09/29/2023		10/13/2023	21.84
10728 - Ace Hardware-Public Works	086483	Fasteners	Paid by Check # 103299		09/29/2023	09/29/2023	09/29/2023		10/13/2023	8.26
10728 - Ace Hardware-Public Works	086474	Washers/Fasteners	Paid by Check # 103299		09/28/2023	09/29/2023	09/29/2023		10/13/2023	8.41
10728 - Ace Hardware-Public Works	086477	Nut and Washer	Paid by Check # 103299		09/28/2023	09/29/2023	09/29/2023		10/13/2023	10.90
10728 - Ace Hardware-Public Works	086510	Screen Fiber	Paid by Check # 103299		10/03/2023	10/06/2023	10/06/2023		10/13/2023	10.91
10728 - Ace Hardware-Public Works	086509	Spline	Paid by Check # 103299		10/03/2023	10/06/2023	10/06/2023		10/13/2023	26.19
10728 - Ace Hardware-Public Works	086530	Tray Liners	Paid by Check # 103299		10/05/2023	10/06/2023	10/06/2023		10/13/2023	9.82
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 7	\$96.33
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056102083123	9th Street & 4th Ave	Paid by Check # 103321		08/31/2023	09/26/2023	09/26/2023		10/13/2023	93.57
10349 - Marina Coast Water District	000056099073123	9th Street West of 2nd Avenue	Paid by Check # 103321		07/31/2023	09/26/2023	09/26/2023		10/13/2023	192.44
10349 - Marina Coast Water District	000056099083123	9th Street West of 2nd Avenue	Paid by Check # 103321		08/31/2023	09/26/2023	09/26/2023		10/13/2023	742.44
10349 - Marina Coast Water District	000056094092223	2660 5th Ave	Paid by Check # 103321		09/22/2023	09/29/2023	09/29/2023		10/13/2023	445.82
10349 - Marina Coast Water District	000056006092223	188 Seaside Circle	Paid by Check # 103321		09/22/2023	10/03/2023	10/03/2023		10/13/2023	475.73
10349 - Marina Coast Water District	000056090092223	Locke Paddon Park	Paid by Check # 103321		09/22/2023	10/03/2023	10/03/2023		10/13/2023	62.91



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056061 092223	Reservation/Locke Paddon Park	Paid by Check # 103321		09/22/2023	10/03/2023	10/03/2023		10/13/2023	97.49
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 7			\$2,110.40
Account 6400.155 - Material & Suppl Dump Fees										
10043 - Aramark Uniform Service	5110319354	Shop Supplies/Uniforms	Paid by Check # 103301		10/06/2023	10/06/2023	10/06/2023		10/13/2023	77.11
Account 6400.155 - Material & Suppl Dump Fees Totals							Invoice Transactions 1			\$77.11
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0241664-IN	City Fuel Enthanol/Diesel	Paid by Check # 103324		09/22/2023	10/03/2023	10/03/2023		10/13/2023	226.86
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$226.86
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110310437	PW Uniforms	Paid by Check # 103301		09/22/2023	09/26/2023	09/26/2023		10/13/2023	143.03
10043 - Aramark Uniform Service	5110310438	PW Shop Supplies	Paid by Check # 103301		09/22/2023	09/26/2023	09/26/2023		10/13/2023	77.11
10043 - Aramark Uniform Service	5110314740	Shop Supplies/Uniforms	Paid by Check # 103301		09/29/2023	09/29/2023	09/29/2023		10/13/2023	77.11
10043 - Aramark Uniform Service	5110314739	PW Uniforms	Paid by Check # 103301		09/29/2023	09/29/2023	09/29/2023		10/13/2023	250.78
10043 - Aramark Uniform Service	5110319353	PW Uniforms	Paid by Check # 103301		10/06/2023	10/06/2023	10/06/2023		10/13/2023	167.64
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 5			\$715.67
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 26			\$6,690.35
Division 311 - Buildings & Grounds Totals							Invoice Transactions 26			\$6,690.35
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10176 - Cypress Coast Ford Lincoln	215810	PD	Paid by Check # 103308		10/04/2023	10/03/2023	10/03/2023		10/13/2023	524.71
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-010892	Oil	Paid by Check # 103328		09/28/2023	09/29/2023	09/29/2023		10/13/2023	25.39
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-009782	Sensor/Housing	Paid by Check # 103328		09/22/2023	09/29/2023	09/29/2023		10/13/2023	57.53
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-010211	Oil	Paid by Check # 103328		09/25/2023	09/29/2023	09/29/2023		10/13/2023	58.60
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-010155	Oil	Paid by Check # 103328		09/25/2023	09/29/2023	09/29/2023		10/13/2023	2.19



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10528 - Salinas Valley Ford	105247	Ford F150 2017	Paid by Check # 103335		09/27/2023	09/29/2023	09/29/2023		10/13/2023	3,767.78
11681 - South Coast Emergency Vehicle Service	515192-Add	FD	Paid by Check # 103340		08/30/2023	10/03/2023	10/03/2023		10/13/2023	6,509.17
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	7		\$10,945.37
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	7		\$10,945.37
Division 313 - Vehicle Maint Totals							Invoice Transactions	7		\$10,945.37
Department 310 - Public Works Totals							Invoice Transactions	33		\$17,635.72
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10268 - Harris & Associates	59677	Professional Services from August 27, 2023 to September 30, 2023	Paid by Check # 103314		10/09/2023	10/10/2023	10/10/2023		10/13/2023	12,302.50
10515 - Rincon Consultants, Inc.	51397	Marina On-Call GIS Services September 2023	Paid by EFT # 3815		10/09/2023	10/10/2023	10/10/2023		10/13/2023	5,071.00
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions	2		\$17,373.50
Account 6330.100 - Fee Agr Costs - Planning										
10508 - Regional Government Services	15465	Marina Dunes July 2023	Paid by EFT # 3813		07/31/2023	10/10/2023	10/10/2023		10/13/2023	13,110.37
10316 - Kimley-Horn & Associates	24639014	Marina Station Traffic	Paid by Check # 103318		03/31/2023	09/29/2023	09/29/2023		10/13/2023	8,369.00
10508 - Regional Government Services	15637	Marina Dunes August 2023	Paid by EFT # 3813		08/31/2023	10/10/2023	10/10/2023		10/13/2023	8,836.64
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	3		\$30,316.01
Account 6400.565 - Material & Suppl Office Supplies										
11733 - BMI IMAGING SYSTEMS, INC.	320542	Scanning of Planning Dept files	Paid by Check # 103304		09/29/2023	10/06/2023	10/06/2023		10/13/2023	24,120.11
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$24,120.11
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$71,809.62
Division 000 - Non-Div Totals							Invoice Transactions	6		\$71,809.62
Department 410 - Planning Totals							Invoice Transactions	6		\$71,809.62



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6370.540 - Shared Svc NPDES Contribution										
10533 - Save The Whales	2022-2023-2	6/1/23-9/30-23 Amendment No 6	Paid by Check # 103338		09/30/2023	10/04/2023	10/04/2023		10/13/2023	55,840.97
Account 6370.540 - Shared Svc NPDES Contribution Totals							Invoice Transactions	1		\$55,840.97
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$55,840.97
Division 000 - Non-Div Totals							Invoice Transactions	1		\$55,840.97
Department 420 - Engineering Totals							Invoice Transactions	1		\$55,840.97
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9944773125	Verizon Wireless September 2023 (972476364-00001)	Paid by EFT # 3818		09/18/2023	09/29/2023	09/29/2023		10/13/2023	111.51
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$111.51
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$111.51
Division 000 - Non-Div Totals							Invoice Transactions	1		\$111.51
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$111.51
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.497 - Other Charges Membership MCCVB										
10378 - Monterey County Convention & Visitors Bureau - TID	16418	Destination Marketing Investment - Q2 Oct- Dec 2023	Paid by Check # 103323		10/10/2023	10/10/2023	10/10/2023		10/13/2023	34,500.00
Account 6600.497 - Other Charges Membership MCCVB Totals							Invoice Transactions	1		\$34,500.00
Account 6600.630 - Other Charges Promotional Activities										
11620 - Certified Folder Display Service, Inc.	606436	Marina Restaurant Guide Distribution - November 2023	Paid by EFT # 3808		10/01/2023	10/10/2023	10/10/2023		10/13/2023	314.30
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions	1		\$314.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$34,814.30
Division 000 - Non-Div Totals							Invoice Transactions	2		\$34,814.30
Department 440 - Economic Dev Totals							Invoice Transactions	2		\$34,814.30



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0241664-IN	City Fuel Enthanol/Diesel	Paid by Check # 103324		09/22/2023	10/03/2023	10/03/2023		10/13/2023	529.31
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$529.31
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11267	Rec - Ron Powell	Paid by EFT # 3817		09/30/2023	10/10/2023	10/10/2023		10/13/2023	1,426.66
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals									Invoice Transactions 1	\$1,426.66
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
10027 - Alliant Insurance Services - CSRMA	2418926	MLK event - insurance	Paid by EFT # 3806		09/08/2023	10/10/2023	10/10/2023		10/13/2023	503.00
11855 - NPG of Monterey-Salinas, CA LLC - KION	657040	MLK advertisment	Paid by Check # 103330		08/26/2023	08/31/2023	08/31/2023		10/13/2023	420.00
11855 - NPG of Monterey-Salinas, CA LLC - KION	657061	MLK Advertisment	Paid by Check # 103330		08/26/2023	08/31/2023	08/31/2023		10/13/2023	360.00
11499 - Rapid Printers - dba Minute Man Press Monterey	11015	MLK - banners	Paid by Check # 103334		08/30/2023	10/10/2023	10/10/2023		10/13/2023	928.63
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals									Invoice Transactions 4	\$2,211.63
Account 6500.700 - Training & Travel Training & Travel										
11720 - Helping Hands Health Education, LLC	346	Rec Dept CPR, AED & First Aid	Paid by EFT # 3811		10/05/2023	10/10/2023	10/10/2023		10/13/2023	364.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$364.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 7	\$4,531.60
Division 100 - Admin Totals									Invoice Transactions 7	\$4,531.60
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.660 - Material & Suppl Recr Youth Progr										
10301 - Janice Griffin	10-05-23	Youth Center Fall Break	Paid by Check # 103316		10/05/2023	10/10/2023	10/10/2023		10/13/2023	600.00
Account 6400.660 - Material & Suppl Recr Youth Progr Totals									Invoice Transactions 1	\$600.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$600.00
Division 511 - Youth Totals									Invoice Transactions 1	\$600.00
Department 510 - Recreation & Culture Totals									Invoice Transactions 8	\$5,131.60
Fund 100 - General Fund Totals									Invoice Transactions 100	\$271,551.67



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN4863916	Lease Payment/September 2023	Paid by EFT # 3809		10/04/2023	10/09/2023	10/09/2023		10/13/2023	21,319.73
Account 6600.450 - Other Charges Leases & Rents Totals							Invoice Transactions	1		\$21,319.73
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$21,319.73
Division 000 - Non-Div Totals							Invoice Transactions	1		\$21,319.73
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$21,319.73
Fund 110 - Vehicle and Equipment Totals							Invoice Transactions	1		\$21,319.73



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	144036	Landscape Maintenance September 2023	Paid by Check # 103329		09/30/2023	10/06/2023	10/06/2023		10/13/2023	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



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9944773125	Verizon Wireless September 2023 (972476364-00001)	Paid by EFT # 3818		09/18/2023	09/29/2023	09/29/2023		10/13/2023	471.22
Account 6380.120 - Utilities Comm Mobile & Pager Totals								Invoice Transactions 1		\$471.22
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	2024-00000411	PG&E - 3982644483-6	Paid by Check # 103332		09/20/2023	09/29/2023	09/29/2023		10/13/2023	548.72
10463 - Pacific Gas & Electric	Sept 2023 313-6	PG&E 6793435313-6	Paid by Check # 103332		09/26/2023	09/29/2023	09/29/2023		10/13/2023	743.97
Account 6380.300 - Utilities Gas & Electric Totals								Invoice Transactions 2		\$1,292.69
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056049 083123	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 103321		08/31/2023	09/26/2023	09/26/2023		10/13/2023	202.24
10349 - Marina Coast Water District	000056049 073123	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 103321		07/31/2023	09/26/2023	09/26/2023		10/13/2023	207.14
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions 2		\$409.38
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	3921806	Streets/Perc Ponds	Paid by Check # 103327		09/22/2023	09/26/2023	09/26/2023		10/13/2023	16.92
10427 - Monterey Regional Waste Management District	3925534	Perc Ponds	Paid by Check # 103327		09/28/2023	09/29/2023	09/29/2023		10/13/2023	82.88
10427 - Monterey Regional Waste Management District	3925816	Streets	Paid by Check # 103327		09/28/2023	09/29/2023	09/29/2023		10/13/2023	67.34
10427 - Monterey Regional Waste Management District	3926048	Perc Ponds	Paid by Check # 103327		09/28/2023	09/29/2023	09/29/2023		10/13/2023	94.72
10427 - Monterey Regional Waste Management District	3924835	Streets	Paid by Check # 103327		09/27/2023	09/29/2023	09/29/2023		10/13/2023	84.36
10427 - Monterey Regional Waste Management District	3924690	Streets	Paid by Check # 103327		09/27/2023	09/29/2023	09/29/2023		10/13/2023	74.73
10427 - Monterey Regional Waste Management District	3925929	Streets	Paid by Check # 103327		09/28/2023	09/29/2023	09/29/2023		10/13/2023	59.20
10427 - Monterey Regional Waste Management District	3926666	Perc Ponds	Paid by Check # 103327		09/29/2023	09/29/2023	09/29/2023		10/13/2023	66.60
10427 - Monterey Regional Waste Management District	3925655	Streets	Paid by Check # 103327		09/28/2023	09/29/2023	09/29/2023		10/13/2023	31.49
10427 - Monterey Regional Waste Management District	3925533	Streets	Paid by Check # 103327		09/28/2023	09/29/2023	09/29/2023		10/13/2023	55.50
10427 - Monterey Regional Waste Management District	3930688	Sweepings	Paid by Check # 103327		10/05/2023	10/03/2023	10/03/2023		10/13/2023	351.50



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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	3930427	Sweepings	Paid by Check # 103327		10/05/2023	10/03/2023	10/03/2023		10/13/2023	448.44
10427 - Monterey Regional Waste Management District	3930603	Sweepings	Paid by Check # 103327		10/05/2023	10/03/2023	10/03/2023		10/13/2023	458.06
10427 - Monterey Regional Waste Management District	3930339	Sweepings	Paid by Check # 103327		10/05/2023	10/03/2023	10/03/2023		10/13/2023	425.50
10427 - Monterey Regional Waste Management District	3929627	Streets	Paid by Check # 103327		10/04/2023	10/03/2023	10/03/2023		10/13/2023	90.28
10427 - Monterey Regional Waste Management District	3929918	Streets	Paid by Check # 103327		10/04/2023	10/03/2023	10/03/2023		10/13/2023	56.98
10427 - Monterey Regional Waste Management District	3929084	Perc Ponds	Paid by Check # 103327		10/03/2023	10/03/2023	10/03/2023		10/13/2023	75.48
10427 - Monterey Regional Waste Management District	3928692	Streets	Paid by Check # 103327		10/03/2023	10/03/2023	10/03/2023		10/13/2023	72.52
10427 - Monterey Regional Waste Management District	3928768	Streets	Paid by Check # 103327		10/03/2023	10/06/2023	10/06/2023		10/13/2023	80.66
10427 - Monterey Regional Waste Management District	3929232	Perc Ponds	Paid by Check # 103327		10/03/2023	10/06/2023	10/06/2023		10/13/2023	82.88
10427 - Monterey Regional Waste Management District	3930014	Perc Ponds	Paid by Check # 103327		10/04/2023	10/06/2023	10/06/2023		10/13/2023	91.76
10427 - Monterey Regional Waste Management District	3929868	Perc Ponds	Paid by Check # 103327		10/04/2023	10/06/2023	10/06/2023		10/13/2023	108.78
10427 - Monterey Regional Waste Management District	3929535	Streets	Paid by Check # 103327		10/04/2023	10/06/2023	10/06/2023		10/13/2023	75.48
10427 - Monterey Regional Waste Management District	3929549	Perc Ponds	Paid by Check # 103327		10/04/2023	10/06/2023	10/06/2023		10/13/2023	29.60
Account 6400.155 - Material & Suppl Dump Fees Totals									Invoice Transactions 24	\$3,081.66
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10233 - Fastenal Company	CASAL161439	Shop Items	Paid by EFT # 3810		09/25/2023	09/26/2023	09/26/2023		10/13/2023	228.46
10416 - Monterey County Petroleum-Sturdy Oil Co.	0246817-IN	Clear Diesel	Paid by Check # 103324		09/14/2023	09/26/2023	09/26/2023		10/13/2023	1,286.99
10416 - Monterey County Petroleum-Sturdy Oil Co.	0241664-IN	City Fuel Enthanol/Diesel	Paid by Check # 103324		09/22/2023	10/03/2023	10/03/2023		10/13/2023	521.94
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 3	\$2,037.39
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	9696351 092323	Corp Yard	Paid by Check # 103339		09/23/2023	09/26/2023	09/26/2023		10/13/2023	207.84
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$207.84



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 6400.750 - Material & Suppl Street Material (non-capitalize)										
10261 - Graniterock/Pavex Construction	2117345	Granitepatch	Paid by Check # 103313		09/23/2023	09/29/2023	09/29/2023		10/13/2023	1,652.82
Account 6400.750 - Material & Suppl Street Material (non-capitalize) Totals							Invoice Transactions		1	\$1,652.82
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		34	\$9,153.00
Division 000 - Non-Div Totals							Invoice Transactions		34	\$9,153.00
Department 000 - Non-Dept Totals							Invoice Transactions		34	\$9,153.00
Fund 220 - Gas Tax Totals							Invoice Transactions		34	\$9,153.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 225 - National Park Service										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13000183 093023	4th Ave Dy Dr	Paid by Check # 103325		09/30/2023	10/06/2023	10/06/2023		10/13/2023	333.00
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			<u>\$333.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			<u>\$333.00</u>
Division 000 - Non-Div Totals							Invoice Transactions 1			<u>\$333.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions 1			<u>\$333.00</u>
Fund 225 - National Park Service Totals							Invoice Transactions 1			<u>\$333.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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.	144036	Landscape Maintenance September 2023	Paid by Check # 103329		09/30/2023	10/06/2023	10/06/2023		10/13/2023	218.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$218.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$218.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$218.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$218.00</u>
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		<u>\$218.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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.	144036	Landscape Maintenance September 2023	Paid by Check # 103329		09/30/2023	10/06/2023	10/06/2023		10/13/2023	468.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$468.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2023 313-6	PG&E 6793435313-6	Paid by Check # 103332		09/26/2023	09/29/2023	09/29/2023		10/13/2023	10.71
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$10.71
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$478.71
Division 000 - Non-Div Totals									Invoice Transactions 2	\$478.71
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$478.71
Fund 233 - Monterey Bay Estates AD Totals									Invoice Transactions 2	\$478.71



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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.	144036	Landscape Maintenance September 2023	Paid by Check # 103329		09/30/2023	10/06/2023	10/06/2023		10/13/2023	530.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$530.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2023 313-6	PG&E 6793435313-6	Paid by Check # 103332		09/26/2023	09/29/2023	09/29/2023		10/13/2023	.00
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$0.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$530.00
Division 000 - Non-Div Totals									Invoice Transactions 2	\$530.00
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$530.00
Fund 235 - Cypress Cove II AD Totals									Invoice Transactions 2	\$530.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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.	419558	Performed Irrigation	Paid by Check		09/18/2023	10/06/2023	10/06/2023		10/13/2023	1,850.00
		Repairs at Stations 1-5	# 103329							
10446 - New Image Landscape Co.	144036	Landscape	Paid by Check		09/30/2023	10/06/2023	10/06/2023		10/13/2023	249.00
		Maintenance	# 103329							
		September 2023								
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions 2			\$2,099.00
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	012016000	199 A Paddon Place	Paid by Check		09/22/2023	09/29/2023	09/29/2023		10/13/2023	68.62
	092223		# 103321							
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			\$68.62
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			\$2,167.62
Division 000 - Non-Div Totals							Invoice Transactions 3			\$2,167.62
Department 000 - Non-Dept Totals							Invoice Transactions 3			\$2,167.62
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions 3			\$2,167.62



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	60391	Airport Project Management	Paid by Check # 103343		09/22/2023	09/26/2023	09/26/2023		10/13/2023	7,920.00
11489 - Wallace Group, Inc.	60447	Airport Fuel Farm 100LL Tank Replacement	Paid by Check # 103343		09/26/2023	10/06/2023	10/06/2023		10/13/2023	875.00
11489 - Wallace Group, Inc.	59933	Airport Fuel Farm 100LL Tank Replacement	Paid by Check # 103343		07/21/2023	10/06/2023	10/06/2023		10/13/2023	262.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$9,057.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$9,057.50
Division 000 - Non-Div Totals							Invoice Transactions	3		\$9,057.50
Department 000 - Non-Dept Totals							Invoice Transactions	3		\$9,057.50
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	3		\$9,057.50



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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										
10897 - TechRx Technology Services	11215	Windows Server, Bitlock & JAMF Upgrades	Paid by EFT # 3817		09/01/2023	10/02/2023	10/02/2023		10/13/2023	22,288.72
11084 - EMC Planning Group	23-405	Marina LCP Update- August 2023	Paid by Check # 103309		08/31/2023	09/27/2023	09/27/2023		10/13/2023	6,563.35
10515 - Rincon Consultants, Inc.	51405	Marina Housing Element Update Spetember 2023	Paid by EFT # 3815		10/09/2023	10/10/2023	10/10/2023		10/13/2023	4,221.00
10588 - United Site Services	INV-02056861	2830 5th Ave (Equestrian Center)	Paid by Check # 103342		09/30/2023	09/29/2023	09/29/2023		10/13/2023	789.82
11489 - Wallace Group, Inc.	60478	Glorya Jean Tate Park Pump Track & Restroom Improvements	Paid by Check # 103343		09/26/2023	09/26/2023	09/26/2023		10/13/2023	171.00
11489 - Wallace Group, Inc.	60372	Del Monte Medians	Paid by Check # 103343		09/22/2023	10/06/2023	10/06/2023		10/13/2023	3,287.37
11489 - Wallace Group, Inc.	60234	Del Monte Medians	Paid by Check # 103343		08/29/2023	10/06/2023	10/06/2023		10/13/2023	1,597.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	7		<u>\$38,918.76</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	7		<u>\$38,918.76</u>
Division 000 - Non-Div Totals							Invoice Transactions	7		<u>\$38,918.76</u>
Department 000 - Non-Dept Totals							Invoice Transactions	7		<u>\$38,918.76</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	7		<u>\$38,918.76</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	86519	Airport Maint Supplies	Paid by Check # 103299		10/04/2023	10/09/2023	10/09/2023		10/13/2023	273.06
Account 6360.450 - Maint & Repairs Maint & Repairs Totals										Invoice Transactions 1
										\$273.06
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20585991	Fire Alarms Bldgs 524 & 533 (9391023444)	Paid by Check # 103303		09/28/2023	11/06/2023	10/06/2023		10/13/2023	52.66
10758 - AT & T CALNET3	20585990	Fire Alarms Bldgs 524 & 533 (9391023443)	Paid by Check # 103303		09/28/2023	11/06/2023	10/06/2023		10/13/2023	52.66
10758 - AT & T CALNET3	20585996	AWOS-Auto Weather Station (9391023449)	Paid by Check # 103303		09/28/2023	11/06/2023	10/06/2023		10/13/2023	29.07
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 3
										\$134.39
Account 6380.300 - Utilities Gas & Electric										
10603 - Verizon Wireless	9944773125	Verizon Wireless September 2023 (972476364-00001)	Paid by EFT # 3818		09/18/2023	09/29/2023	09/29/2023		10/13/2023	22.59
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 1
										\$22.59
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000148	781 Neeson Rd Bldg 520 (13-000148)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	55.50
10432 - Monterey One Water - former MRWPCA	13-000149	791 Neeson Rd (13-000149)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	33.40
10432 - Monterey One Water - former MRWPCA	13-000153	771 Neeson Rd Bldg 529 (13-000153)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	3,360.00
10432 - Monterey One Water - former MRWPCA	13-000157	721 Neeson Rd Bldg 533 (13-000157)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	222.00
10432 - Monterey One Water - former MRWPCA	13-000158	711 Neeson Rd Bldg 535 (13-000158)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	55.50
10432 - Monterey One Water - former MRWPCA	13-000159	761 Neeson Rd Bldg 524 (13-000159)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	255.40
10432 - Monterey One Water - former MRWPCA	13-000144	3200 Imjin Rd (13-000144)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	33.40
10432 - Monterey One Water - former MRWPCA	13-000145	3260 Imjin Rd Bldg 514 (13-000145)	Paid by Check # 103325		09/30/2023	10/24/2023	10/06/2023		10/13/2023	55.50
10432 - Monterey One Water - former MRWPCA	13-000152	741 Neeson Rd Building 527 13-000152	Paid by Check # 103325		09/30/2023	10/24/2023	10/09/2023		10/13/2023	33.40
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 9
										\$4,104.10



Accounts Payable by G/L Distribution Report

Payment Date Range 10/13/23 - 10/13/23

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 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0241664-IN	City Fuel Enthanol/Diesel	Paid by Check # 103324		09/22/2023	10/03/2023	10/03/2023		10/13/2023	226.86
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$226.86
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		15	\$4,761.00
Division 000 - Non-Div Totals							Invoice Transactions		15	\$4,761.00
Department 000 - Non-Dept Totals							Invoice Transactions		15	\$4,761.00
Fund 555 - Marina Airport Totals							Invoice Transactions		15	\$4,761.00
Grand Totals							Invoice Transactions		170	\$359,163.99



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
October 17, 2023

MINUTES

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.

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

MEMBERS PRESENT: Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor/Chair Bruce C. Delgado

MEMBERS ABSENT: Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen (Excused)
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:

Mayor Delgado – Attended Introduction ceremony of MPC’s Superintendent Dr. Marshall T. Fulbright, III on September 29, 2023. Attended the NAACP 51st Annual Freedom Fund Life Membership Banquet on September 30, 2023. Thanked all the volunteers that keep coming out to Locke Paddon Park every Saturday.

Council Member Biala – Announced Marina City Sisters program is going to launch next week and on October 12, 2023, delegates from our Sister City, Namwan, South Korea will arrive, and a small reception will take place in the Council Chambers prior to our Joint meeting with the Planning Commission. Spoke about the Marina Friendship City and the student exchange with Japan next Thursday.

Council Member McCarthy – Attended the League of California City's General Annual conference. League of California cities has a variety of diversity caucuses it was a great experience.

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 – Commented on the MST Surf Line Project. Stated MST is misleading the public and asked council to not support this project.
 - Margaret-Ann Coppertol – Announced on October 10th at 5:00PM at the Middlebury's Institute, Irvine Auditorium at 499 Pear Street, Monterey the Monterey Peninsula Water Management District will hold a public hearing on its CalAm buy out eminent domain resolution.
 - Tommy Bolea – Commented and opposes the MST Surf Line project, proposed bridges are not earthquake reinforced. Commented on the Fire Department Open House presentation.
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. 2023-97**, 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. 2023-98**, 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. 2023-99**, 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. 2023-11**, 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

DELGADO/BIALA: THAT WE APPROVE THE CONSENT AGENDA 4-0-1(Medina Dirksen)-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. 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.

Public Comments: None received.

VISSCHER/BIALA: THAT WE INTRODUCE ORDINANCE NO. 2023-, AMENDING THE MARINA MUNICIPAL CODE SECTION 17.48.130, AFFORDABLE HOUSING OVERLAY, TO BE CONSISTENT WITH RECENT LEGAL PRECEDENT. 4-0-1(Medina Dirksen)-0 Motion Passes

- 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.

Public Comments:

- Denise Turley – Asked if there was a possibility for repeat violators receiving stricter penalties.
- Jeff Markham – Supports this moratorium. Noted poor quality of resurfacing currently being done.

MCCARTHY/DELGADO: THAT WE INTRODUCE 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. 4-0-1(Medina Dirksen)-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).

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

Mayor Delgado – Mayors Association will meet this Friday, October 8th in King City. The next meeting is scheduled for November 3, 2023, at 11:30 am. at the Marina at the Marina Pump Track.

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

15. ADJOURNMENT: The meeting adjourned at 7:30 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 17, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING MOU LABOR AGREEMENTS BETWEEN THE CITY OF
MARINA AND THE BELOW LISTED EMPLOYEE AND LABOR
GROUPS AND AN AMENDMENT TO CITY SALARY SCHEDULE FOR
FISCAL 2023/24**

RECOMMENDATION It is recommended that the City Council approve the following:

1. Approving Resolution No. 2023-, adopting an MOU between the City and the Utility Workers Union of America (UWUA), the Mid-Management Employees Association (MMEA), Marina Police Officers' Association (MPOA), Unrepresented and Confidential employees (**EXHIBIT A**), and;
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

California Government Code Section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours and other terms and conditions of employment. The City's general pattern of negotiations has been to consider both competitive market considerations and appropriate cost of living adjustments. City Management and the representatives of the Utility Workers Union of America (UWUA), Marina Police Officers' Association (MPOA), and the Mid-Management Employees Association (MMEA) began negotiations in earlier this year regarding terms of new Memorandum of Understanding (MOU), as the previous terms for the above-listed employee groups were set to expire on June 30, 2023.

Additionally, during the last year several employees were classified as Unrepresented and/or Confidential, changes to salary and benefits for these classifications have also been discussed. Final MOU agreements are now before the City Council for approval.

ANALYSIS:

The policy goals communicated to the negotiating team by the City Council for this negotiation included recognizing employee commitment and dedication to the City with compensation increases and benefit contribution increases to better align with the job market and increased cost of living. The labor market has changed, competitive employee attraction and retention efforts are necessary and staffing shortages are affecting all industries. This alignment is intended to enhance employee retention and provide competitive recruitment efforts. The proposed salary and benefit adjustments are based on comparing salary data with comparable cities, similar in size, demographics, and services to the public.

The proposed MOUs reflect the agreements reached with each employee group/association. Each MOU presented for City Council approval has been approved by each Association's governing board and their respective memberships. City staff was able to reach agreement with the above-listed employee groups for a two-year term. Agreements set for two-year terms are advantageous, as they promote stability within the organization and enable the City to more accurately forecast salary expenditures over the next two years. MOU Language varies by bargaining group, with all having effective dates as of July 1, 2023, through June 30, 2025.

Summary of major changes to terms and conditions of the MOUs are as follows:

1. Term – July 1, 2023 – June 30, 2025
2. Salary - 4% increase effective the first pay period after July 1, 2023.
- 4% increase effective the first pay period after July 1, 2024.
3. Health Benefits – 75% of lowest cost premium offered by the City.
4. Holiday – additional holiday added June 19th, in observation of Juneteenth.
5. Language clean-up and clarification.

FISCAL IMPACT:

The fiscal impact of the proposed increases to the Labor Groups presented to Council are approximately \$458,000 for FY23 and approximately \$478,000 for FY24. The below breakdown per group is included as reference.

UWUA: FY23 is approximately \$153,000 and FY24 is approximately \$161,000. Over the two-year MOU labor agreement, the estimated costs to the City is \$314,000.

POA: FY23 is approximately \$203,000 and FY24 is approximately \$212,000. Over the two-year MOU labor agreement, the estimated costs to the City is \$415,000.

MMEA: FY23 is approximately \$66,000 and FY24 is approximately \$69,000. Over the two-year MOU labor agreement, the estimated costs to the City is \$135,000

Unrepresented/Confidential: FY23 is approximately \$36,000 and FY24 is approximately \$40,000. Over the two-year MOU labor agreement, the estimated costs to the City is \$76,000

Respectfully submitted,

Belinda Varela, Director
Human Resources/Risk Management
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE BELOW EMPLOYEE AND LABOR GROUPS:

Utility Workers Union of America (UWUA),
Mid-Management Employees Association (MMEA),
Marina Police Officers' Association (MPOA),
Unrepresented and Confidential Employees,

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the above listed Employee and Labor groups expired on June 30, 2023; and

WHEREAS, the City of Marina and above listed Employee and Labor groups have met and conferred in good faith and have reached tentative agreements to approve a new Memorandum of Understanding; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2025, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOUs for the Labor Groups presented, is approximately \$458,000 for FY23 and approximately \$478,000 for FY 24. For a total of \$936,000 over the term of the two year agreements; and

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues in the current FY 2023-2024 and FY 2024.2025 budget.

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

1. Authorize the City Manager to execute new Memorandums of Understanding between the City of Marina and the below Employee and Labor Groups; and
 - a. Utility Workers Union of America (UWUA),
 - b. Mid-Management Employees Association (MMEA),
 - c. Marina Police Officers' Association (MPOA),
 - d. Unrepresented and Confidential Employees
2. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 17th day of October 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MARINA
AND
THE UTILITY WORKERS UNION OF AMERICA, LOCAL 614, AFL-CIO**

July 1, 2023 - June 30, 2025

ARTICLE I: PREAMBLE

WHEREAS, the Utility Workers Union of America, Local 614, AFL-CIO (UWUA or Union) is the recognized exclusive bargaining representative for the classifications listed in Appendix A; and

WHEREAS, pursuant to the provisions of the "Meyers-Miliias-Brown Act," Section 3500, *et seq.*, of the California Government Code, the City of Marina and the Union have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment.

NOW, THEREFORE, the parties agree as follows:

ARTICLE II: SALARY

1. Year 1

Effective the first full pay period after July 1, 2023, all classifications shall receive a four percent (4%) increase to base salary.

2. Year 2

Effective the first full pay period after July 1, 2024, all classifications shall receive a four percent (4%) increase to base salary.

ARTICLE III: HEALTH BENEFITS

The City shall maintain a Section 125 Flexible Benefits Plan (also referred to as a cafeteria plan), pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits. Because there may be changes to carriers and plans, the City shall not be required to provide specific insurance coverage and shall only be required to provide members with those benefits described in this section.

1. City's Employer Contribution for PERS Health Plan Benefits.

The amount required by Government Code section 22982 and the Public Employees' Medical and Hospital Care Act ("PEMHCA") shall be the City's Employer Contribution for PERS Health plan benefits on behalf of each eligible active employee and each eligible retiree. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA health plan.

2. City's Health Flex Contribution for Section 125 Flexible Benefits Plan

Beginning January 1, 2024, the City shall pay an employer health flex contribution on behalf of each eligible active employee for medical insurance benefits under the City's Section 125 Flexible Benefits Plan equal to seventy five percent (75%) of the lowest cost medical plan offered by the City. The health flex contribution may only be used for medical insurance benefits and cannot be cashed out. Members may choose whichever PERS Health plan they desire and are eligible for. Such an election shall not change the City's Employer Contribution for PERS Health plan benefits or the Fringe Benefit Allowance of \$541 per month.

3. Fringe Benefit Allowance

- a. The City shall provide an allowance of \$541 per month ("Fringe Benefit Allowance") to each member
- b. This Fringe Benefit Allowance must be first applied towards any payment of monthly premiums for the CalPERS Health plan for members and their enrolled spouses, domestic partners, and dependents.
- c. After the Fringe Benefit Allowance is applied towards any payment of monthly premiums for the PERS Health plan, any remaining portion of the Fringe Benefit Allowance can be used by an employee to offset the cost of participation in City-sponsored benefits that are available through the Flexible Benefits Plan, such as dental insurance, vision insurance, term life insurance, long-term disability insurance, Health Flexible Spending Account, and Dependent Care Flexible Spending . Employees shall be responsible for paying any difference between the costs of their selected benefits and the Fringe Benefit Allowance provided by the City.
- d. If the Fringe Benefit Allowance is in excess of the cost of all selected benefits, the employee may take the difference in cash, which will be paid out proportionally across 26 pay periods. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- e. A member may decline City-offered health plan coverage and participation in other Flexible Benefits Plan benefits for the member and/or a member's family.
- f. A member who has declined City-offered health plan coverage and participation in other Flexible Benefits Plan benefits will receive cash in lieu in the amount of the Fringe Benefit Allowance if the member provides reasonable evidence of alternative minimum essential health coverage for themselves and their Tax Family (as defined below) that satisfies the eligible opt out arrangement conditions described below.

The eligible opt out arrangement conditions that must be satisfied in order for a member to receive compensation for opting out of City-sponsored health plan coverage are as follows:

- i. The member and the member's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);

- ii. A Tax Family means all individuals for whom the member reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the member's plan year for which the eligible opt out arrangement applies;
- iii. The member must provide reasonable evidence of the alternative minimum essential coverage for the member and their Tax Family for applicable period. Reasonable evidence may include an attestation by the member;
- iv. The member must provide the evidence/attestation every plan year;
- v. The member must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- vi. The compensation for opting out cannot be made if the City knows or has reason to know that the member or the member's Tax Family member does not have alternative minimum essential coverage.

g. **Long Term Disability Plan.** The City shall maintain a Long-Term Disability Plan. The City shall pay the premium of the Plan.

h. **Dental Cap.** The City shall maintain the dental benefit cap at \$2,000.

i. **Health Flexible Spending Account and Dependent Care Flexible Spending Account.** The City will provide a Health Flexible Spending Account. A member may contribute up to the maximum contribution amount of \$2,160.00 annually (\$180.00 per month). The City will provide Dependent Care Flexible Spending Account. A member may contribute up to the maximum contribution amount of \$5,000 annually (\$416.66 per month) (or \$2,500 if a member is married and filing separately). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the Plan.

j. **Dental Insurance Plan.** The City shall contribute the following amounts per month toward the member's Dental insurance plan:

Employee only:	\$9.67
Employee +one:	\$24.00
Employee + family:	\$29.00

k. **Vision Insurance.** The City shall pay member premium costs for the City's Vision Plan, up to \$25.00 per month.

l. **Life Insurance.** City will provide on behalf of each member, \$50,000 life insurance coverage paid by the City.

m. Any difference between the monthly premium due to coverage change and the Fringe Benefit Allowance shall be the responsibility of the member.

ARTICLE IV: CALPERS RETIRMENT BENEFITS**1. Retirement Plans:**

- a. Tier 1- CalPERS 2% @ 55 plan will be provided to all miscellaneous member employees hired prior to December 31, 2012 without a break in service of more than six months, are considered "Classic Members,"
- b. Tier 2 - CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 are considered "new members" as defined under the Public Employees' Pension Reform Act (PEPRA).

2. Contribution:

- a. Tier 1 and Tier 2 miscellaneous bargaining unit members will pay the full member contribution rate required by CalPERS.

3. Survivor Benefits:

The City will provide 1959 Survivors Benefit Level Four for the Association. The employee cost will be \$2 per month.

ARTICLE V: HOLIDAYS, VACATION, LEAVES**1. Holidays.**

The City recognizes the following holidays:

- Martin Luther King Jr. Birthday (3rd Monday of January)
- Presidents Day (3rd Monday of February)
- Memorial Day (Last Monday of May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 — January 1)

When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

2. Sick Leave.

All members of the Union shall accrue Sick Leave at the rate of 3.69 hours (12 days per year) per pay period. A maximum of 1,440 hours may be accumulated.

At retirement, 35% of the hours accumulated, to a maximum of 504 hours, will be paid to the employee.

3. Vacation Leave.

- a. Employees entitled to vacation leave with pay shall accrue such leave on years of continuous service at the following rates:

First through fifth year of service: Ten (10) working days.

Sixth through tenth year of service: Fifteen (15) working days per year.

Eleventh through fifteenth year of service: Seventeen and one-half (17.5) working days per year.

Sixteenth year of service and beyond: Twenty (20) working days per year.
- b. Members may accrue vacation leave up to the following maximum leave balance based upon years of service as follows:
 - i) 0 to 9 years – 200 hours
 - ii) 10 or more years – 300 hours
- c. Other than the modifications contained herein, the vacation leave shall be implemented consistent with the City's Personnel Rules.
- d. Vacation may be used in not less than four (4) hour increments.

4. Catastrophic Leave.

Catastrophic Leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees.

Catastrophic Leave requests shall conform to the following criteria:

- a. Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.
- b. All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
- c. The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.

- d. Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the donor as sick leave.
- e. Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

5. Bereavement Leave.

Regular and probationary employees are entitled to bereavement leave due to the death of a family member as follows:

- a. For purposes of this Section, “family member” means an employee’s spouse/registered domestic partner, child (of either spouse/registered domestic partner), parent (of either spouse/registered domestic partner and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse/registered domestic partner), and grandchild (of either spouse/registered domestic partner).
- b. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).
- c. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.
- d. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member. As used in this section, “documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

ARTICLE VI: MISCELLANEOUS OTHER PROVISIONS

1. Overtime Pay & Compensatory Time Off.

The City shall pay employees one and one-half times their regular rate of pay for authorized time worked in excess of an employee’s regularly scheduled work shift and/or forty (40) hours per workweek.

Employees who work overtime may elect overtime compensation in the form of cash or banked time off (CTO). CTO shall accumulate at a rate of 1.5 hours for every overtime hour worked. Employees are encouraged to use CTO for time off purposes. All of an employee’s accumulated CTO hours shall be cashed out at separation. There shall be no cash out of CTO during employment.

Effective the first full pay period after Council approval of this MOU, employees may accrue up to two hundred (200) hours of CTO. The City shall cash out all employees' accumulated CTO hours in excess of two hundred (200) in the first full pay period Council approval of this MOU.

Effective January 1, 2024, employees may accrue up to 120 hours of CTO. The City shall cash out all employees' accumulated CTO hours in excess of one hundred (120) in the first full pay period after January 1, 2024.

An employee at his or her CTO cap shall be paid overtime compensation in cash and shall not accrue CTO until his or her accrual level falls below the maximum.

2. Longevity Compensation

- a. After nine (9) years of accumulated service with the City, an employee shall receive an additional five percent (5%) of base salary.
- b. At fifteen (15) years of accumulated service, including those who have reached said time on the effective date of this MOU, each employee shall receive a one-time payment of \$250.00.
- c. The parties agree that to the extent permitted by law, the City shall report this pay to CalPERS as special compensation under 2 CCR, Section 571(a)(1) and 571.1(b)(1) as Longevity Pay.

3. Uniform and Tool Allowance.

A uniform allowance of \$490.00 shall be provided to Animal Control Officers (Community Services Officers), a tool allowance in the amount of \$275.00 per year shall be paid to the City mechanics and a uniform allowance of \$392.00 per year shall be paid to Department of Public Safety uniformed clerical personnel.

The parties agree that for "classic members" (as defined by CalPERS), uniform allowance is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2. CCR, Section 571(a)(5) as uniform allowance. The parties agree it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Pursuant to CalPERS regulations, tool allowance is non-PERSable compensation.

4. Safety Boot Allowance.

Members in this unit who are required by the City to wear safety boots are eligible to receive once a fiscal year a boot reimbursement up to \$225 based upon submitted receipts.

5. Prescription Safety Glasses

If an employee's department head determines there is a need for an employee to use safety glasses as part of his/her job, the employee may be reimbursed up to \$200 per fiscal year for the purchase of prescription safety glasses. Employees must submit a receipt(s) to the Personnel Officer or designee that indicates the glasses purchased are for safety on the job. The employee will be reimbursed within thirty (30) days from the date Finance receives the reimbursement

request from the employee's department head. The Personnel Officer or designee shall forward the employee's request for reimbursement to Finance within thirty (30) days of it being submitted.

6. Public Works Re-Certifications

The City shall reimburse Public Works employees for the cost of attending courses or taking examinations necessary to maintain existing certifications that are directly job related. To be eligible for reimbursement, the employee must obtain prior approval from the Personnel Officer or designee. Time spent in such required courses or examinations is compensable time.

7. Severance Pay.

In addition to any amounts due for unused vacation and compensatory time, a member who is separated from City service because of layoff or reduction in force shall receive as severance pay compensation equal to one (1) month's salary at the rate then in effect for that member.

8. Call-Back.

Any member called back after normal working hours to perform service for the City shall be paid for a minimum of three (3) hours at the overtime rate, one and one-half hour's pay for each hour.

9. On-Call Pay.

Members in this unit who are assigned to be on-call during a week shall receive eight (8) hours of straight time pay for the week in which they are on-call in addition to any call-back pay. During the on-call assignment, the employee will need to:

- a. Be available by telephone or cell phone;
- b. Be able to respond to a call-back assignment including refraining from drinking alcohol during the on-call assignment period; and,
- c. Respond to any call-back assignment within 30 minutes of receiving a call.

At times, the Public Works Director or designee may need to assign additional employees to be designated as on-call for specific days beyond those assigned for the weekly assignment. Those assigned on a daily basis shall need to meet all the on-call duty assignment requirements for that day and shall receive one hour of straight pay for each day they are assigned on a daily basis in addition to any call-back pay. In an event an individual serves 7 consecutive days on an on-call basis, they shall receive 8 hours of pay instead of 7 hours of pay for those on-call work days.

For emergency on-call as required by the Director of Public Works or designee (typically storms, flooding and other weather-related incidents), an individual who is assigned to be on-call shall receive two (2) hours of pay for that on-call workday that is not their normal on-call shift.

10. On-Call Vehicle.

Public works employees assigned to be on-call may coordinate with their supervisor to take home a City vehicle and shall maintain a log of their vehicle's usage.

11. Severance.

Should any sentence, paragraph, section or portion of this agreement be determined to be invalid or unenforceable by any subsequent law, regulation or order of a court of competent jurisdiction, then the remainder of this agreement will remain valid and in full force and effect between the parties hereto.

12. Bilingual Pay.

A fifty dollars (\$50) per pay period salary increase shall be granted to up to two (2) employees in the bargaining unit who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for English-Spanish interpreter's oral test administered by the County of Monterey or other approved agency.

In addition to the two designated bilingual pay individuals in the unit, the position of Police Community Services Officers may be paid bilingual pay if they meet the qualifications and are approved by the City. In addition, a department head may recommend additional employees with bilingual skills to receive bilingual pay if:

- a. The department has a pressing need that is not being met with the current bilingual pay designees; and,
- b. The City Manager concurs with the department head's assessment.

The parties agree that to the extent permitted by law, the City shall report this pay to CalPERS as special compensation under 2 CCR, Section 571(a)(4) and 571.1(b)(3) as Bilingual Premium.

13. Bargaining Duties

The City and the Union will meet and consult when the City adds or removes classifications from the bargaining unit.

14. Paid Release Time

UWUA may select up to four officers. UWUA officers may spend a reasonable amount of paid time on union-related business, such as meeting and conferring, representing UWUA and/or members in grievances, or other matters regarding employer/employee relations. Prior to spending time on union-related business, Officers shall first obtain permission from their immediate supervisor and inform them of the general nature of the business. Permission to use the time for union-related business shall be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the officer shall be, if possible, immediately informed when time may be available.

The City will grant all UWUA members one hour of paid time to attend a union meeting in contract bargaining years. The Human Resources Director or designee shall be notified of in advance of the use of this time and will then send written notice of the meeting to the supervisors of UWUA members. Prior to attending the annual union meeting, each employee shall first obtain permission from their immediate supervisor. Permission shall be granted promptly unless such absence would cause undue interruption of work.

15. Duration of Agreement

This agreement shall continue in full force through and including June 30, 2025.

City of Marina

Utility Workers Union of America,
Local 614, AFL-CIO

Layne Long, City Manager

Michaelle Mowery, President

(Date)

(Date)

Richard Pasarelli, UWUA Senior
National Representative

(Date)

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE MANAGEMENT
EMPLOYEES ASSOCIATION OF MARINA
2023-2025

This Agreement is entered into by and between the City of Marina and the Mid-Management Employees effective July 1, 2023, and shall extend the current MOU through June 30, 2025. The Parties agree to the following Terms and Conditions

1. **Term**

A. Expires June 30, 2025

2. **Salary**

A. **General Salary Increases:**

Year 1 - Effective the first full pay period after July 1, 2023, all classifications shall receive a four percent (4%) increase to base salary.

Year 2 - Effective the first full pay period after July 1, 2024, all classifications shall receive a four percent (4%) increase to base salary.

3. **Salary Study Preparation:** The City will continue to conduct salary surveys and is open to bring MMEA classifications within 10% of the current market salary rate for each classification, with an initial focus on employees who are under ten percent (-10%) or more, of current market salary data. The salary survey/study includes hourly wages offered for each position as well as discussion on “total compensation (including all offered benefits for listed positions). The comparable cities shall include Gilroy, Hollister, Monterey, Pacific Grove, Salinas, Seaside, San Luis Obispo and Watsonville. *For positions that may be difficult to compare to our standard comparable agencies, we may look at additional comparable agencies of various sizes and structures, that may more closely reflect the City of Marina size, structure, and operations.

- By agreeing to conduct the survey the City assumes no obligation regarding salary adjustments for the succeeding bargaining agreement(s)

4. **Medical, Dental & Vision, Flexible Benefit Plan**

A. Effective January 1, 2024, the City shall contribute towards the monthly insurance premium equal to 75% of the lowest cost medical plan offered by the City.

B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

- D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follows:
 - E. City shall provide an allowance of \$541 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
 - F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.
 - G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
 - H. If the allowance is in excess of the cost of all benefits, the difference shall be provided to the employee in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
 - I. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.
 - J. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan
 - K. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan
- 5. **Life Insurance:** City will provide on behalf of each member \$50,000.00 life insurance coverage at a cost to employee effective January 1, 2024
 - 6. **Long Term Care Disability:** City will provide on behalf of each member Long Term Disability which will pay 60% of pre disability earnings up to a max of \$180,000.

7. **Retirement:** The City shall provide retirement benefits for each Mid-Management employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

1. For non-public safety Mid-Management members,
 - a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous member employees hired prior to December 31, 2012
 - b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 who are new members as defined under the PEPR

B. Contributions

1. Effective January 1, 2013 Tier 1 and Tier 2 Mid-Management members will pay the full member contribution rate required by CalPERS
2. Effective January 1, 2013, Tier 2 Mid-Management members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPR
3. The City will include in reportable wages to PERS the City payment of the Mid-Management member's PERS contribution. It is agreed any costs that are incurred by the City will be assumed by the Mid-Management member.

8. **Survivor Benefits**

- A. The City will amend the PERS contract to include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

9. **Holiday Schedule**

- A. For each member of the group the following holiday schedule shall apply

- Martin Luther King Jr. Birthday (3rd Monday of January)
- Presidents Day (3rd Monday of February)
- Memorial Day (Last Monday of May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 – January 1)

- B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday

10. **Leaves:** Leave for Mid-Management members shall accrue and be administered, as follows:
- A. **Administrative Leave.** Members shall receive one hundred (100) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Maximum Administrative Leave Accrual for Members of this Association will be two hundred forty hours (240). Unused Administrative Leave shall be paid at current salary upon termination of employment to a maximum of two hundred (240) hours.
 - B. **Cash-out:** The City will pay each Member at their request a maximum amount of sixty (60) hours of administrative leave each fiscal year, at the Member's individual regular rate of pay upon 30 days' notice to payroll.
 - C. **Vacation:** Vacation time shall be accrued as described in the City Personnel Rules. Maximum Vacation Accrual for Members of this Association will be as follows: A) 0 to 10 years of service – two hundred (200) hours B) 10 or more years of service – three hundred (300) hours. Unused Vacation Accrual shall be paid at the current salary upon termination of employment to a maximum of three hundred (300) hours of vacation leave.
 - a. Emergency Cash Draws on Vacation. Under extreme financial need, caused by either a death or medical emergencies in the family, at the request of the member, the City Manager with approval of the City Council may grant up to eighty (80) hours of cash draw on accrued vacation time if such a practice is not precluded by law or regulation.
 - D. **Sick Leave:** All members of the Association shall accrue Sick Leave at the rate of 3.69 hours (12 days per year per pay period. A maximum of 1,440 hours may be accumulated at retirement, 35% of the hours accumulated, to a maximum of 504 hours, will be paid to the employee.
11. **Longevity Compensation**
- A. After nine (9) years of accumulated service with the City, an employee with overall "outstanding" evaluations for the previous two (2) years shall receive an additional five percent (5%) in compensation, or
 - B. After ten (10) years of accumulated service with the City, an employee shall receive an additional five percent (5%) in compensation.
12. **Severance Pay:** Provide one (1) month's severance pay for the layoff or reductions in force causing the termination of any member of this group.

13. **Physical:** The City shall pay up to Three Hundred Dollars (\$300.00) for the cost of a physical examination for each Association Member annually. Employees shall provide the medical billing record to the City prior to receipt of reimbursement payment.
13. **Bilingual Pay:** Fifty dollars (\$50) per pay period salary increase shall be granted to up to one (1) employee in the bargaining unit who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for English-Spanish interpreter pay shall be determined by successfully passing the English-Spanish interpreter's oral test administered by the County of Monterey or another approved agency.
14. **Cell Phone Stipend:** Members of this unit may be required to have a cell phone as determined by their director and approved by the City Manager. The City will either provide a cell phone or the employee may elect to use their private cell phones during the course of business, including on-call services, after hours communications and/or use of data to research and access information during hearings, meetings, and/or presentations to the public for applicants/citizens, shall be provided with a monthly "Cell Phone Stipend" In the amount of \$25 per month, to be paid on the first pay period of each month (12 times a year).

The stipend shall cover a portion of the wireless carrier contract. The City shall not be obligated to provide any equipment or replace equipment resulting from normal daily use (including on the job). Drops, abuse, loss, or requirement to submit the device subject to court order/subpoena. The employee shall bear all responsibility for equipment upgrades and/or replacement, including phone cases, and wired or wireless headsets or any other extraneous devices.

15. **Tuition Assistance:** Without a commitment to the program, the City is willing to study the issue and look for a City-wide program within the next year.
16. **Catastrophic Leave:** Catastrophic Leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees. Catastrophic Leave requests shall conform to the following criteria:
 - a. Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.

- b. All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
- c. The minimum donation shall be eight (8) hours and, thereafter, in whole hour increments
- d. Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the done as sick leave.
- e. Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

17. **Bereavement Leave:**

Regular and probationary employees are entitled to bereavement leave due to the death of a family member as follows:

- a. For purposes of this Section, "family member" means an employee's spouse (including domestic partner), child of either spouse), parent (of either spouse and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse), and grandchild (of either spouse).
- b. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).
- c. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.
- d. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

18. **Severance:** Should any sentence, paragraph, section or portion of this agreement be determined to be invalid or unenforceable by any subsequent law, regulation or order of a court of competent jurisdiction, then the remainder of this agreement will remain valid and in full force and effect between the parties hereto.

Duration of this agreement: This agreement shall take effect on July 1, 2023 and shall continue in force to and including June 30, 2025. If either party wishes to amend this Memorandum of Understanding, it shall provide written notice to the other no sooner than 120 days prior to the termination of the agreement. If neither party notifies the other in writing, the MOU shall remain in effect.

Salary Effective 7/1/2023:

Title	Step A	Step B	Step C	Step D	Step E
Chief Building Official	\$59.7042	\$62.6894	\$65.8239	\$69.1151	\$72.5708
PW Superintendent	\$51.0971	\$53.6519	\$56.3345	\$59.1512	\$62.1087
Airport Services Manager	\$51.1994	\$53.7594	\$56.4474	\$59.2697	\$62.2333
Planning Services Manager	\$59.6960	\$62.6808	\$65.8148	\$69.1056	\$72.5609
Senior Planner	\$49.7891	\$52.2785	\$54.8924	\$57.6371	\$60.5188
Management Analyst	\$37.0120	\$37.6490	\$39.6616	\$41.6447	\$43.7269
Associate Civil Engineer	\$47.7271	\$50.1133	\$52.6190	\$55.2500	\$58.0117
Senior Management Analyst	\$39.8087	\$41.7991	\$43.8891	\$46.0835	\$48.3878
City Engineer	\$69.4871	\$72.9614	\$76.6095	\$80.4399	\$84.4619

CITY OF MARINA

MID-MANAGEMENT EMPLOYEES
ASSOCIATION

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A
TO BE PROVIDED ON MONDAY, OCTOBER 16, 2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MARINA
AND
THE MARINA POLICE OFFICES ASSOCIATION**

July 1, 2023 - June 30, 2025

EXHIBIT A

TO BE PROVIDED ON MONDAY, OCTOBER 16, 2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MARINA
AND
THE UNREPRESENTED & CONFIDENTIAL GROUP
July 1, 2023 - June 30, 2025**

October 11, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 17, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
ACCEPTING THE COMPLETION OF THE GLORYA JEAN-TATE PARK
SITE IMPROVEMENTS AND PUMP TRACK PROJECT AND
AUTHORIZING THE FILING OF A NOTICE OF COMPLETION WITH
THE MONTEREY COUNTY RECORDER'S OFFICE**

REQUEST:

It is requested that the City Council consider Resolution No 2023- for the following actions:

1. Accepting the completion of the Glorya Jean-Tate Park Site Improvements and Pump Track Project, and;
2. Authorizing the filing of a Notice of Completion (**EXHIBIT A**), with the Monterey County Recorder's Office.

BACKGROUND:

The CIP Project QLP 2006, Glorya Jean Tate Pump Track and Restroom Improvements Project, was executed in two phases to facilitate construction; Phase 1 was the construction of the ADA improvements for the existing restrooms; and Phase 2 is the construction of the Pump Track and site improvements to the park. Phase 1 construction was completed in 2021 through the General Building Improvement On-Call.

On January 19, 2022, the City Council passed Resolution No. 2022-11 awarding a construction contract for the Glorya Jean-Tate Park Site Improvements and Pump Track Project to Monterey Peninsula Engineering of Marina, California in the amount of \$982,700.

ANALYSIS:

Following is the project expenditure summary:

Project Expenditure Summary		
Description	Approved Amount	Expense Amount
(1) Pump Track and Site Improvements		
Monterey Peninsula Engineering Construction Award	\$ 982,700.00	\$ 982,700.00
10% Construction Contingency	\$ 98,270	
Construction Change Orders (CCO) (10 total)		\$ 9,8191.29
Construction Cost (1)		\$1,080,970.00
(2) ADA Restroom Improvements		
On Call General Building Improvements (William Thayer Construction)	\$ 75,046.05	\$ 75,046.05
Construction Change Orders (CCO) (1 total)		\$ 1,643.19

Construction Cost (2)		\$ 76,689.24
Total Construction Cost (1+2)		\$ 1,157,580.53
(3) Project Management, Engineering and Surveying Services, Construction Management, Testing & Inspection	\$ 346,310.70	\$ 346,310.70
TOTAL PROJECT COST (1+2+3)		\$ 1,503,891.23

The final construction cost for the Pump Track and Site improvements is \$1,080,970 which includes ten construction change orders due to unforeseen conditions and additional work. These CCOs were for construction striping modifications, installation of drywells, track stabilization, miscellaneous work, and additional construction time. These CCOs are necessary to complete the project.

The ADA Restroom Improvements were completed by Thayer Construction, through the City of Marina General Building Improvements On Call Contract for a construction cost of \$76,689.24. Acceptance and Notice of Completion for this work will be included in the Projects Acceptance and Notice of Completion for the City of Marina General Building Improvements On Call Contract.

The total project cost of \$1,503,891.23 is within the approved project funding of \$1,577,952. The project was substantially completed on September 7, 2023. **EXHIBIT B** shows the before and after construction photos of the project.

The Glorya Jean-Tate Park Site Improvements and Pump Track Project is complete. It is appropriate to accept these public improvements and to file a Notice of Completion (**EXHIBIT A**) for the project with the Monterey County Recorder's Office. Following Council approval, a Notice of Completion will be filed, and contract retention will be released after the recording of the Notice of Completion and submission of Notice of Termination for the project Storm Water Pollution Prevention Plan.

FISCAL IMPACT:

No additional budget impact is due to this action. Approval will result in release of contract payment retention which was budgeted and approved at the time of contract award. The Capital Improvement Project QLP 2006 for the Glorya Jean-Tate Pump Track and Restroom Improvements had sufficient funds to complete the project.

California Environmental Quality Act (CEQA)

The acceptance of project and authorization to file Notice of Completion for the Glorya Jean Tate Pump Track and Restroom Improvements Project (QLP 2006) is not a project as defined by the California Environmental Quality Act (CEQA).

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023- ,
ACCEPTING THE COMPLETION OF THE GLORYA JEAN-TATE PARK
SITE IMPROVEMENTS AND PUMP TRACK PROJECT AND AUTHORIZING
THE FILING OF A NOTICE OF COMPLETION WITH THE MONTEREY
COUNTY RECORDER'S OFFICE

WHEREAS, the CIP Project QLP 2006, Glorya Jean Tate Pump Track and Restroom Improvements Project, was executed in two phases to facilitate construction; Phase 1 was the construction of the ADA improvements for the existing restrooms; and Phase 2 is the construction of the Pump Track and site improvements to the park. Phase 1 construction was completed in 2021 through the General Building Improvement On-Call Contract; and,

WHEREAS, on January 19, 2022, the City Council passed Resolution No. 2022-11 awarding a construction contract for the Glorya Jean-Tate Park Site Improvements and Pump Track Project to Monterey Peninsula Engineering of Marina, California in the amount of \$982,700; and,

WHEREAS, the final construction cost for the Pump Track and Site improvements is \$1,080,970 which includes ten construction change orders due to unforeseen conditions and additional work. These CCOs were for construction striping modifications, installation of drywells, track stabilization, miscellaneous work, and additional construction time. These CCOs are necessary to complete the project; and,

WHEREAS, The ADA Restroom Improvements were completed by Thayer Construction, through the City of Marina General Building Improvements On Call Contract for a construction cost of \$76,689.24; and,

WHEREAS, the total project cost of \$1,503,891.23 is within the approved project funding of \$1,577,952. The project was substantially completed on September 7, 2023. **Exhibit B** shows the before and after construction photos of the project; and,

WHEREAS, no additional budget impact is due to this action. Approval will result in release of contract payment retention which was budgeted and approved at the time of contract award. The Capital Improvement Project QLP 2006 for the Glorya Jean-Tate Pump Track and Restroom Improvements had sufficient funds to complete the project; and,

WHEREAS, the acceptance of project and authorization to file Notice of Completion for the Glorya Jean Tate Pump Track and Restroom Improvements Project (QLP 2006) is not a project as defined by the California Environmental Quality Act (CEQA); and,

WHEREAS, The Glorya Jean-Tate Park Site Improvements and Pump Track Project is complete. It is appropriate to accept these public improvements and to file a Notice of Completion (**Exhibit A**) for the project with the Monterey County Recorder's Office. Following Council approval, a Notice of Completion will be filed, and contract retention will be released after the recording of the Notice of Completion and submission of Notice of Termination for the project Storm Water Pollution Prevention Plan; and,

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

1. Accepts the completion of the Glorya Jean-Tate Park Site Improvements and Pump Track Project, and;
2. Authorizes the filing of a Notice of Completion with the Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of October 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

After Recordation Return To:

City of Marina
Public Works Department
211 Hillcrest Avenue
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 21st day of March 2022, enter into a contract with Monterey Peninsula Engineering of Marina, California wherein said contractor agreed to complete all work for the Glorya Jean Tate Park Site Improvements and Pump Track Project in accordance with the plans, specifications, addenda and construction change orders issued by the City of Marina.

That the work under said contract was completed by the contractor or assignee and accepted by the City of Marina on October 17, 2023.

The real property involved in said contract is described as Glorya Jean Tate Park, 3254 Abdy Way, Marina California with the property interest of the City as Owner.

Dated: August 2, 2023

MARINA, a Municipal Corporation

BY _____
Brian McMinn, P.E./P.L.S.
Public Works Director/City Engineer

VERIFICATION

I, the undersigned, say: I am the Public Works Director/City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2023, at Marina, California.

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



PRE- CONSTRUCTION PHOTOS



POST- CONSTRUCTION PHOTOS

October 12, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 17, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-
ACCEPTING THE COMPLETION OF THE CALIFORNIA AVENUE
PEDESTRIAN CROSSING INSTALLATION PROJECT AND
AUTHORIZING THE FILING OF A NOTICE OF COMPLETION WITH
THE MONTEREY COUNTY RECORDER'S OFFICE**

REQUEST:

It is requested that the City Council consider Resolution No 2023- for the following actions:

1. Accepting the completion of the California Avenue Pedestrian Crossing Installation Project, and;
2. Authorizing the filing of a Notice of Completion (**EXHIBIT A**), with the Monterey County Recorder's Office.

BACKGROUND:

The California Avenue Pedestrian Crossing Installation Project includes installation of a crosswalk and two new ADA compliant curb ramps on the south side of the intersection with a Pedestrian Hybrid Beacon (PHB) signal and associated electrical system. In addition, work will require conform curb, gutter, and sidewalk, asphalt concrete pavement; pavement markings and striping and associated miscellaneous work for a complete and operational pedestrian crossing in accordance with bidding documents.

On August 16, 2022, the City Council passed Resolution No. 2022-107 approving advertising and calling for bids for the California Avenue Pedestrian Crossing Installation Project and directed staff to coordinate with Marina Youth Arts for the utility box art for an estimated cost of \$1,100.

On October 6, 2022, the City Council passed Resolution No. 2022-118 awarding a construction contract for the California Avenue Pedestrian Crossing Installation Project to Monterey Peninsula Engineering of Marina, CA.

ANALYSIS:

Following is the project expenditure summary:

Project Expenditure Summary		
Description	Approved Amount	Expense Amount
Monterey Peninsula Engineering Construction Award	\$404,148.00	\$404,148.00
10% Construction Contingency	\$40,414.80	
Construction Change Orders (4 total)		\$37,811.94
Total Construction Cost		\$441,959.94 (1)
Project Management, Engineering and Surveying Services, Construction Management, Testing & Inspection	\$100,448.00	\$97,023.44 (2)
Other Expenses (PG&E & Utility Box Art)	\$6,374.34	\$6,361.38 (3)
TOTAL PROJECT COST (1+2+3)		\$545,344.76

The final construction cost is \$441,959.94 which includes four construction change orders due to unforeseen conditions. These construction change orders were for construction of retaining wall behind the control pedestal, low impact storm drain structure to drain an existing low spot on the roadway. An additional HMA paving necessary for ADA compliant crosswalk across Marina Heights and to provide better transition to existing pavement, balance construction change order reflecting the installed and bid quantities and associated cost and an additional time due to material and utility coordination delays.

The project was substantially completed on September 6, 2023, and closeout documents were received on September 29, 2023. **EXHIBIT B** shows the before, during and after construction photos of the project.

The California Avenue Pedestrian Crossing Installation Project is complete. It is appropriate to accept these public improvements and to file a Notice of Completion (**EXHIBIT A**) for the project with the Monterey County Recorder's Office. Following Council approval, a Notice of Completion will be filed, and contract retention release is 35 days after the recording of the Notice of Completion.

FISCAL IMPACT:

The total project cost of \$573,613.17 is \$8,613.17 over the allocated project funding of \$565,000. The overage of the total cost of the project is due to additional time to manage and inspect the project during construction and the cost for the box art that was not accounted for on the award of construction contract. There is sufficient funding within the Capital Improvement Program Fund 462 to cover the additional project expenses and close out the project.

Approval will result in release of contract payment retention which was budgeted and approved at the time of contract award. The California Avenue Pedestrian Crossing Installation Project is funded by the City CIP Program (HSR2005).

California Environmental Quality Act (CEQA)

The acceptance of project and authorization to file Notice of Completion for the California Avenue Pedestrian Crossing Installation Project (HSR2005) is not a project as defined by the California Environmental Quality Act (CEQA).

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING THE COMPLETION OF THE CALIFORNIA AVENUE
PEDESTRIAN CROSSING INSTALLATION PROJECT AND AUTHORIZING
THE FILING OF A NOTICE OF COMPLETION WITH THE MONTEREY
COUNTY RECORDER'S OFFICE

WHEREAS, the California Avenue Pedestrian Crossing Installation Project includes installation of a crosswalk and two new ADA compliant curb ramps on the south side of the intersection with a Pedestrian Hybrid Beacon (PHB) signal and associated electrical system. In addition, work will require conform curb, gutter, and sidewalk, asphalt concrete pavement; pavement markings and striping and associated miscellaneous work for a complete and operational pedestrian crossing in accordance with bidding documents; and,

WHEREAS, on August 16, 2022, the City Council passed Resolution No. 2022-107 approving advertising and calling for bids for the California Avenue Pedestrian Crossing Installation Project and directed staff to coordinate with Marina Youth Arts for the utility box art for an estimated cost of \$1,100; and,

WHEREAS, On October 6, 2022, the City Council passed Resolution No. 2022-118 awarding a construction contract for the California Avenue Pedestrian Crossing Installation Project to Monterey Peninsula Engineering of Marina, CA for the total bid in the amount of \$404,148.00; and,

WHEREAS, the final construction cost is \$441,959.94 which includes four construction change orders due to unforeseen conditions. These construction change orders were for construction of retaining wall behind the control pedestal, low impact storm drain structure to drain an existing low spot on the roadway. An additional HMA paving necessary for ADA compliant crosswalk across Marina Heights and to provide better transition to existing pavement, balance construction change order reflecting the installed and bid quantities and associated cost and an additional time due to material and utility coordination delays; and,

WHEREAS, the project was substantially completed on September 6, 2023, and closeout documents were received on September 29, 2023. **Exhibit B** shows the before, during and after construction photos of the project; and,

WHEREAS, the total project cost of \$573,613.17 is \$8,613.17 over the allocated project funding of \$565,000. The overage of the total cost of the project is due to additional time to manage and inspect the project during construction and the cost for the box art that was not accounted for on the award of construction contract. There is sufficient funding within the Capital Improvement Program Fund 462 to cover the additional project expenses and close out the project; and,

WHEREAS, no additional budget impact is due to this action. Approval will result in release of contract payment retention which was budgeted and approved at the time of contract award. The California Avenue Pedestrian Crossing Installation Project is funded by the City CIP Program (HSR2005); and,

WHEREAS, the acceptance of project and authorization to file Notice of Completion for the California Avenue Pedestrian Crossing Installation Project (HSR2005) is not a project as defined by the California Environmental Quality Act (CEQA); and,

WHEREAS, the California Avenue Pedestrian Crossing Installation Project is complete. It is appropriate to accept these public improvements and to file a Notice of Completion (**Exhibit A**) for the project with the Monterey County Recorder's Office. Following Council approval, a Notice of Completion will be filed, and contract retention release is 35 days after the recording of the Notice of Completion; and,

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

1. Accepts the completion of the California Avenue Pedestrian Crossing Installation Project, and;
2. Authorizes the filing of a Notice of Completion with the Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of October 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A

After Recordation Return To:

City of Marina
Public Works Department
211 Hillcrest Avenue
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 24th day of October 2022, enter into a contract with Monterey Peninsula Engineering of Marina, California wherein said contractor agreed to complete all work for the California Avenue Pedestrian Crossing Installation Project in accordance with the plans, specifications, addenda and construction change orders issued by the City of Marina.

That the work under said contract was completed by the contractor or assignee and accepted by the City of Marina on October 17, 2023.

The real property involved in said contract is described as various City Streets, Marina California with the property interest of the City as Owner.

Dated: August 2, 2023

MARINA, a Municipal Corporation

BY: _____
Brian McMinn, P.E./P.L.S.
Public Works Director/City Engineer

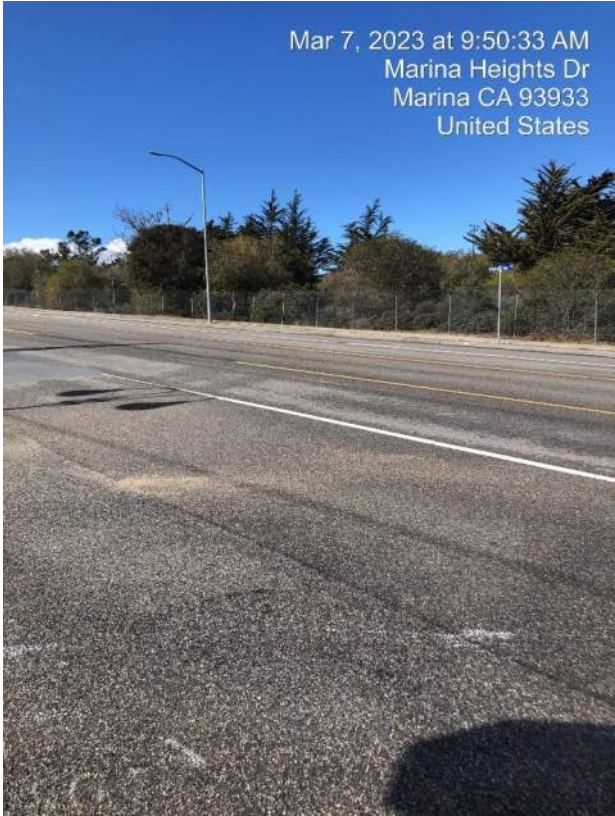
VERIFICATION

I, the undersigned, say: I am the Public Works Director/City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2023, at Marina, California.

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

Exhibit B



PRE-CONSTRUCTION PHOTOS



POST CONSTRUCTION PHOTOS



POST CONSTRUCTION PHOTOS

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.

ORDINANCE NO. 2023-13

**AN ORDINANCE OF THE CITY OF 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 required for 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.

Honorable Mayor and Members of the
City Council

City Council Meeting
of October 17, 2023

CITY COUNCIL OPEN A PUBLIC HEARING AND CONSIDER INTRODUCING AND READING BY TITLE ONLY AND WAIVING FURTHER READING, ORDINANCE 2023-, ADOPTING AN AMENDMENT TO TITLE 17 OF THE MARINA MUNICIPAL CODE ADDING NEW CHAPTER 17.68 (TEMPORARY USE PERMITS). THE PROPOSED AMENDMENTS ARE EXEMPT FROM CEQA PER SECTIONS 15304(e) AND 155378(b)(5).

RECOMMENDATION

It is requested that the City Council:

1. Open a public hearing; and
2. Consider introducing and reading by title only and waiving further reading of Ordinance 2023- (**EXHIBIT A**), adopting a new Chapter 17.68 to the Marina Municipal Code (MMC) pertaining to Temporary Use Permits.

BACKGROUND

As part of ongoing efforts to update and improve Title 17 of the Marina Municipal Code (MMC), staff has discovered that the City has no instrument to regulate temporary uses on private property including, but not limited to such uses as Christmas tree lots, pumpkin patches, contractor's yards, real estate offices and model homes associated with a large subdivision, flea markets, occasional farmer's markets¹, carnivals, and other related "pop-up" temporary events and uses.

Currently, the Marina Police Department (PD) handles Event/Dance Permits, Parade and Assembly Permits, and Sound Amplification permits (typically associated with the Event/Dance Permit). These are intended to cover large public and private events at places of assembly like dance halls, fraternal organizations, etc. The proposed Temporary Use Permit (TUP) is not intended to alter the PD's regulation of these types of events. See the PD [website](#) for more information on the events and assembly uses under the authority of the PD.

Additionally, City park facilities, buildings, and sports facilities are overseen by the Recreation & Cultural Services Department (Rec. Dept.). Similar to above, the TUP is not intended to alter the Rec. Dept.'s regulation of these types of uses and facilities. See the Rec. Dept.'s [website](#) for more information.

PROJECT ANALYSIS

By their nature, the types of TUPs considered by this amendment are minor in scope and potential impact to neighbors. As indicated in proposed Section 17.68.070 Permitted Uses, such events as *art and craft exhibits, carnivals, circuses, concerts, fairs, farmers markets, festivals, flea markets, food events, open air sales, outdoor entertainment/sporting events, rummage sales, secondhand sales, sidewalk sales, swap meets, and other special events* are limited to *up to five (5) consecutive days, or four (4) two-day weekends, within a 12-month period, on private, non-residentially zoned property.*

¹ The permanent *Everyone's Harvest* farmer's market at the Grocery Outlet shopping center is authorized by a CUP issued in 2006.

The TUP review is administrative, meaning that the Community Development Dept. (CDD) Director, or their designee, is the review authority. The decision is appealable to the Planning Commission per the City's appeal procedures in MMC Chapter 17.70. The City's adopted fee schedule has included a fee for a TUP for some time, but there has been no ordinance to implement it:

S-041	SIGN REVIEW - DRB	\$1,535 per application	Planning
S-042	SIGN REVIEW - ADMINISTRATIVE	With Sign Program - \$110 per application Without Sign Program - \$285 per application	Planning
S-043	TEMPORARY SIGN/BANNER REVIEW	\$30 per application	Planning
S-044	TEMPORARY USE PERMIT	\$485 per application	Planning
S-044A	MAJOR T.U.P. - SPECIAL EVENTS	\$2,470 per application	Planning
S-044B	MINOR TELECOMMUNICATIONS PERMIT	\$285 per application	Planning
S-045	HOME OCCUPATION PERMIT	\$65 per application	Planning

Provisions for the temporary use of private property for minor events and for short periods of time has been contemplated by the State through the creation of the Class 4 CEQA categorical exemption [§ 15304\(e\)](#) which consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to ... *(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc. ...*

Furthermore, the California Coastal Act, § 30610, excludes temporary events which do not have any significant adverse impacts upon coastal resources from the requirements of a Coastal Development Permit (CDP) and several cities in our region have TUP regulations including the Cities of Salinas, Pacific Grove, and Seaside.

Zoning Analysis

The proposed ordinance would allow qualified temporary uses on private nonresidential properties. Some of the City's commercial zones allow residential uses including the Commercial Retail (C-R) and Retail Business (C-1) zones, but these districts are primarily intended for commercial uses so temporary uses under this ordinance would be allowed. As a new Chapter added to Article 6. Administration, Enforcement and Penalties, the TUP regulations can apply to multiple zones, similar to those regulations already in the Code pertaining to Use Permits, Variances, Site and Architectural, etc. This is also the Article that provide procedures for appeals, amendments, non-conforming uses.

General Plan Compliance

The 2000 General Plan is silent in terms of temporary uses.

CORRESPONDENCE

No applicable correspondence to this permit has been received.

CONFLICT OF INTEREST

Commission members are subject to all aspects of the Political Reform Act. Commission members must not make, participate in making, or attempt to influence in any manner a governmental decision which he/she knows, or should know, may have a material effect on a financial interest. Amendments to Article 6. Administration, Enforcement and Penalties, of the Marina Municipal Code which would affect all Commercial zoning districts are not expected to result in any material effect on Commissioners' financial interest.

EX PARTE COMMUNICATION DISCLOSURES

In the context of any public hearing or action items that come before the Planning Commission (PC), ex parte communications are those which occur outside the formal hearing process. If such contacts do occur, the substance of the communication must be disclosed to all interested parties in advance of any public hearing or testimony to allow rebuttal. Written ex parte communications must be forwarded to the Community Development Director so that they can be disclosed to the entire Commission and the public.

ENVIRONMENTAL DETERMINATION

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Sections 15304(e) and 15378(b)(5) of the CEQA Guidelines. These exemptions apply to temporary uses having no significant impact on the environment and administration activities by a local government having negligible effects on the environment.

CONCLUSION

At its noticed public hearing on August 10, 2023, the Planning Commission considered the proposed MMC amendment and adopted PC Resolution 2023-17 (**EXHIBIT B**) recommending that the City Council amend the MMC accordingly and also recommended an amendment to the adopted fee schedule to allow a “sliding scale” for smaller non-profit organizations to hold limited fundraising or other smaller celebratory events.

Respectfully submitted,

Alyson Hunter, AICP
Planning Services Manager
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
Community Development Director
City of Marina

Layne Long
City Manager
City of Marina

ORDINANCE NO. 2023-__

**AN ORDINANCE OF THE CITY OF MARINA AMENDING TITLE 17, ARTICLE 6, OF THE
MARINA MUNICIPAL CODE TO ADD SECTION 17.68 PERTAINING TO TEMPORARY
USE PERMITS**

-oOo-

1. The Community Development Department (CDD) for the City of Marina (City), through its regular use and implementation of the Marina Municipal Code (MMC), discovered that an entitlement process for temporary uses has not been established.

2. Through this amendment, staff seeks to modernize the MMC and create a path for temporary uses that are common in other California municipalities including, but not limited to farmer's markets, swap meets, and special holiday and cultural events.

3. The City's adopted fee schedule already includes fees for administrative Temporary Use Permits (TUP). No change to the adopted fee schedule is required to accommodate this amendment to the MMC.

4. The City Council desires to amend the MMC to provide a process for the permitting and regulation of temporary events that do not fall under the purview of either the Recreation & Cultural Services Department (City Parks and Playgrounds) or the Police Department (Parades and Assemblies).

5. The proposed Ordinance adds new Chapter 17.68, Temporary Use Permits, to MMC Title 17, Zoning.

6. The Planning Commission held a duly noticed public hearing on the Ordinance amendment on August 10, 2023.

7. The City Council held a duly-noticed public hearing on the Ordinance amendment on October 17, 2023.

8. This Ordinance is not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15304(e), which addresses minor, temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc., and Section 15378(b)(5) for administrative activities of governments that will not result in direct or indirect potentially significant physical impacts on the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

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

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

SECTION 2. The City Council hereby amends the MMC to add new Chapter 17.68, as follows:

Chapter 17.68

Temporary Use Permit

17.68.010 Purpose and intent

17.68.020 Application

17.68.030 Definitions

17.68.040 Applicability

17.68.050 Permit requirements

17.68.060 Exempt activities

17.68.070 Permitted activities

17.68.080 Review and approval

17.68.090 Revocation

17.68.010 Purpose and intent

This purpose of this chapter is to establish a Temporary Use Permit (TUP) process to regulate and manage temporary land uses and activities on a particular parcel within the city. The intent

of this chapter is to ensure temporary uses and activities comply with relevant zoning regulations, health and safety codes, and other applicable laws, while balancing the need for uses and activities that provide benefits to the community.

17.68.020 Application.

No temporary use shall occur within city limits except as provided in this chapter.

17.68.030 Definitions

“Temporary Use” means the use of a property for a period of up to sixty (60) contiguous days or less and no more than six (6) months in a calendar year. Temporary uses include but are not limited to activities and events such as, seasonal sales, swap meets, farmers markets, and similar uses. For events and activities proposed to occur within the public street right of way, including the temporary use of the public right of way for staging purposes, applicants shall contact the police dept. and the public works dept. at least sixty (60) days prior to the event. For the temporary use of city-owned properties, applicants shall contact the Recreation Dept. for rental and additional use requirements.

“Temporary Use Permit” (TUP) means a permit issued by the community development director (director) or designee, that grants temporary authorization for a specified land use, event or activity for a limited period of time, subject to conditions and requirements outlined in this chapter.

17.68.040 Applicability

A. This chapter applies to all temporary land uses within the city unless exempt as described herein.

B. Temporary uses exempt from this chapter include those specifically exempted by state or federal law, those that are authorized by other city ordinances or regulations, and those that are of an emergency or temporary nature, such as disaster relief efforts. MMC provisions that have independent permitting requirements include, but are not limited to, Chapters 8.30 (Parades and Assemblies) and 12.12.050 (City Parks and Playgrounds).

17.68.050 Permit requirements

- A. Any person or entity seeking to engage in a temporary land use as defined in this chapter shall obtain a TUP from the city prior to the commencement of the temporary use or activity.
- B. An applicant shall submit an application for a TUP to the city's planning department using the city's standard application form.
- C. The city may impose conditions on the TUP to ensure compliance with applicable laws, protect public health and safety, and mitigate potential impacts on the community, such as noise, traffic, and environmental impacts. Insurance will be required for the use of public property including city right of way.
- D. TUPs shall be valid for the duration specified in the permit, and shall not be transferable or assignable without prior written approval from the city.

17.68.060 Exempt Activities

The following temporary activities do not require a TUP:

- A. Construction yard – On-site. An on-site contractor's construction yard for a city-approved construction project. The yard shall be removed from the site immediately upon completion of the project, or the expiration of the Building Permit authorizing construction, whichever occurs first.
- B. Emergency activity. Emergency public health and safety activities, as determined by the City Manager, City Council, Fire Chief, Police Chief or other county, state or federal official.
- C. Event on site approved for public assembly. An event on the site of, or within, a public or private meeting facility, school, theater, or similar facility designed and approved by the City for public assembly, and with no amplified outdoor sound.
- D. Parades and assembly events, filming permits, amplified music, or activities on public property. Parades on public streets, events in public parks, or on other publicly owned property that are subject to the requirements of MMC Chapters 8.30 and 12.12 and permitted accordingly.
- E. Garage sales. Garage sales, not to exceed four (4) per year and two (2) consecutive days.

F. Public property or public right-of-way work. Construction and maintenance activities conducted on public property that are authorized by an encroachment permit.

17.68.070 Permitted Uses

Allowed short-term activities. The following temporary activities may be allowed with a TUP, in compliance with this chapter. A TUP may authorize an activity for the time specified by this chapter, but shall not exceed six (6) months. Other temporary uses and activities not included in following categories shall instead comply with the planning permit requirements and standards that otherwise apply to the site:

A. Caretaker unit temporary dwelling (manufactured home or trailer) used for the temporary accommodation of a person employed as a caretaker, janitor, manager, watchman, security guard or superintendent by an industrial or commercial use operating on the site. An extension may be granted by the Director for good cause.

B. Construction yard – Off-site. An off-site contractor's construction yard for a city-approved construction project. The yard shall be removed immediately upon completion of the project, or the expiration of the Building Permit authorizing construction, whichever occurs first. An extension may be granted by the Director for good cause.

C. Events. Events include but are not limited to art and craft exhibits, carnivals, circuses, concerts, fairs, farmers markets, festivals, flea markets, food events, open air sales, outdoor entertainment/sporting events, rummage sales, secondhand sales, sidewalk sales, swap meets, and other special events, for up to five (5) consecutive days, or four (4) two-day weekends, within a 12-month period, on private, non-residentially zoned property.

D. Location filming. See Exemptions.

F. Model homes. A model home or model home complex may be authorized in compliance with the following standards, and other requirements deemed necessary by the Community Development Director or designee.

1. The sales office and any off-street parking shall be converted back to residential use and/or removed before final building inspection, or within 14 days from the sale of the last parcel in the subdivision, whichever first occurs.

2. The model home complex shall be used only to sell units within the subdivision where the complex is located.
3. Model homes may be open to the public only after final building inspection, and after all subdivision improvements are completed and accepted by the city.

G. Seasonal sales lots. Seasonal product sales (e.g., for Halloween, Thanksgiving, Christmas) including a temporary security trailer, on private property in a nonresidential zone, for up to sixty (60) days.

H. Temporary facilities during construction. One or more temporary structures may be used during the construction of an approved development as offices, or for the storage of equipment and/or tools.

1. Conditions of approval. Permit approval shall include conditions regarding the following matters:
 - a. Requirements for adequate site ingress and egress;
 - b. A prohibition on the use of the facility for any work other than that on the same site;
 - c. Requirements for the temporary storage of construction debris (e.g., asphalt, concrete, dirt) at designated on-site locations; provided, that the applicant shall furnish a schedule, acceptable to the Zoning Administrator, for the periodic disposal or recycling of the materials; and
 - d. Requirements designed to minimize potential conflicts between the work on site and adjacent land uses.
2. Permit time limit. The permit may be approved for up to twelve (12) months following the issuance of a companion Building Permit, or upon completion of the project, whichever occurs first:
 - a. The permit may be extended by the Director for an additional 12 months if a written request for extension is submitted at least 14 days before permit expiration, and the applicant provides justification for the request that is

determined by the Director to be reasonable (e.g., the delay was caused by reasons beyond the applicant's control).

- b. A permit for temporary construction facilities may be extended by the Director as needed; provided that all construction facilities and equipment shall be removed from the site prior to the approval of a Certificate of Occupancy.
- 3. Condition of site following completion. Each temporary structure and related use shall be completely removed from the site following the expiration of the TUP, or within thirty (30) days of completion of the development project, whichever occurs first.
 - I. Temporary real estate sales office. A temporary real estate sales office may be approved within an approved subdivision, solely for the first sale of homes within the subdivision. The sales office shall be completely removed from the site prior to issuance of a Certificate of Occupancy.
 - J. Similar temporary activities. A temporary activity that the director determines is similar to the other activities listed in this subsection, and compatible with the applicable zoning and surrounding land uses.

17.68.080 Review and Approval

- A. The director shall review TUP applications for compliance with this chapter and other applicable laws, including environmental review, and may refer the application to other departments or agencies for review as needed.
- B. The director shall notify the applicant in writing of the decision to approve, deny, or conditionally approve the TUP within a reasonable time frame after receipt of the complete application.
- C. Applicants have the right to appeal any decision made by the director regarding a TUP to the City's Planning Commission or other designated appeal body, in accordance with the appeal procedures set forth in MMC Chapter 17.70.

D. The director shall consider potential short-term traffic, noise, and nighttime lighting impacts in their review of the TUP application.

E. In order to grant any TUP, the director must determine that the establishment, maintenance or operation of the use or activity applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city. If the use is located in the Coastal Zone, the use must be consistent with all applicable local coastal land use plan recommendations and requirements.

17.68.090 Revocation

A. Where one or more of the conditions of the granting of a TUP have not been or are not being complied with, or when a TUP was granted on the basis of false material information, written or oral, given willfully or negligently by the applicant, the appropriate authority may revoke or modify such use permit following a hearing thereon. Notice of such hearing shall be given in writing to the permittee at least ten days prior to said hearing. Notice of such hearing shall be given as described in Section [17.58.030](#). Following the hearing, the appropriate authority may revoke or modify the TUP.

B. An appeal may be taken from such revocation or modification in the same manner as described in Section [17.58.050](#).

C. Temporary uses that are not in compliance with the chapter are considered a violation of the code, and subject to enforcement under Chapters 1.08, 1.10 and 1.12.”

SECTION 3. Environmental. The City Council determines this Ordinance is not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15304(e), which addresses minor, temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc., and Section 15378(b)(5) for administrative activities of governments that will not result in direct or indirect potentially significant physical impacts on the environment.

SECTION 4. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

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

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

The foregoing Ordinance was introduced at a regular meeting of the City Council on the 17th day of October 2023, and was passed and adopted by the City Council of the City of Marina at a meeting thereof on November 7, 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

DRAFT RESOLUTION NO. 2023-17

PLANNING COMMISSION RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN AMENDMENT ADDING A NEW CHAPTER 17.68 (TEMPORARY USE PERMITS) TO THE MARINA MUNICIPAL CODE.

WHEREAS, As part of ongoing efforts to update and improve Title 17 of the Marina Municipal Code, staff recommends the City Council adopt the proposed Ordinance (Exhibit A) adding Chapter 17.68 - Temporary Use Permits; and

WHEREAS, The ordinance update would provide for an administrative review of applications for minor, temporary uses in commercial zones that qualify under the provisions as proposed; and

WHEREAS, The ordinance update would rely on existing appeal and revocation procedures that pertain to other permit types; and

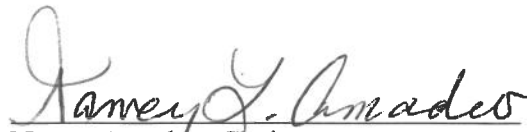
WHEREAS, The Planning Commission recommends that the City Council consider amending the adopted fee schedule to allow a “sliding scale” which would allow smaller, non-profit organizations to conduct fundraising or celebratory events at a lower cost; and

WHEREAS, The ordinance update is exempt from environmental review per Sections 15304(e) and 15378(b)(5) of the CEQA Guidelines for temporary uses and administrative activities that will have negligible effect on the environment.

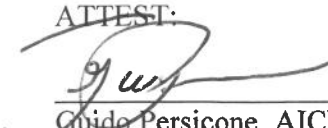
NOW THEREFORE BE IT RESOLVED that the Planning Commission, based on findings (Exhibit B) and CEQA exemptions, does hereby recommend that the City Council add a new Chapter 17.68 (Temporary Use Permits) to the Marina Municipal Code.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 10th day of August 2023, by the following vote:

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


Nancy Amadeo, Chair

ATTEST:


Guido Persicone, AICP
Community Development Director
City of Marina

Exhibits:

- A. Draft Ordinance
- B. Findings

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY OF MARINA AMENDING TITLE 17, ARTICLE 6, OF THE
MARINA MUNICIPAL CODE TO ADD SECTION 17.68 PERTAINING TO TEMPORARY
USE PERMITS

-oOo-

1. The Community Development Department (CDD) for the City of Marina (City), through its regular use and implementation of the Marina Municipal Code (MMC), discovered that an entitlement process for temporary uses has not been established.

2. Through this amendment, staff seeks to modernize the MMC and create a path for temporary uses that are common in other California municipalities including, but not limited to farmer's markets, swap meets, and special holiday and cultural events.

3. The City's adopted fee schedule already includes fees for administrative Temporary Use Permits (TUP). No change to the adopted fee schedule is required to accommodate this amendment to the MMC.

4. The City Council desires to amend the MMC to provide a process for the permitting and regulation of temporary events that do not fall under the purview of either the Recreation & Cultural Services Department (City Parks and Playgrounds) or the Police Department (Parades and Assemblies).

5. The proposed Ordinance adds new Chapter 17.68, Temporary Use Permits, to MMC Title 17, Zoning.

6. The Planning Commission held a duly noticed public hearing on the Ordinance amendment on _____, 2023.

7. The City Council held a duly-noticed public hearing on the Ordinance amendment on _____, 2023.

8. This Ordinance is not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15304(e), which addresses minor, temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc., and Section 15378(b)(5) for administrative activities of governments that will not result in direct or indirect potentially significant physical impacts on the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

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

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

SECTION 2. The City Council hereby amends the MMC to add new Chapter 17.68, as follows:

Chapter 17.68

Temporary Use Permit

17.68.010 Purpose and intent
17.68.020 Application
17.68.030 Definitions
17.68.040 Applicability
17.68.050 Permit requirements
17.68.060 Exempt activities

17.68.070 Permitted activities
17.68.080 Review and approval
17.68.090 Revocation

17.68.010 Purpose and intent

This purpose of this chapter is to establish a Temporary Use Permit (TUP) process to regulate and manage temporary land uses and activities on a particular parcel within the city. The intent

of this chapter is to ensure temporary uses and activities comply with relevant zoning regulations, health and safety codes, and other applicable laws, while balancing the need for uses and activities that provide benefits to the community.

17.68.020 Application.

No temporary use shall occur within city limits except as provided in this chapter.

17.68.030 Definitions

“Temporary Use” means the use of a property for a period of up to sixty (60) contiguous days or less and no more than six (6) months in a calendar year. Temporary uses include but are not limited to activities and events such as, seasonal sales, swap meets, farmers markets, and similar uses. For events and activities proposed to occur within the public street right of way, including the temporary use of the public right of way for staging purposes, applicants shall contact the police dept. and the public works dept. at least sixty (60) days prior to the event. For the temporary use of city-owned properties, applicants shall contact the Recreation Dept. for rental and additional use requirements.

“Temporary Use Permit” (TUP) means a permit issued by the community development director (director) or designee, that grants temporary authorization for a specified land use, event or activity for a limited period of time, subject to conditions and requirements outlined in this chapter.

17.68.040 Applicability

- A. This chapter applies to all temporary land uses within the city unless exempt as described herein.
- B. Temporary uses exempt from this chapter include those specifically exempted by state or federal law, those that are authorized by other city ordinances or regulations, and those that are of an emergency or temporary nature, such as disaster relief efforts. MMC provisions that have independent permitting requirements include, but are not limited to, Chapters 8.30 (Parades and Assemblies) and 12.12.050 (City Parks and Playgrounds).

17.68.050 Permit requirements

- A. Any person or entity seeking to engage in a temporary land use as defined in this chapter shall obtain a TUP from the city prior to the commencement of the temporary use or activity.
- B. An applicant shall submit an application for a TUP to the city's planning department using the city's standard application form.
- C. The city may impose conditions on the TUP to ensure compliance with applicable laws, protect public health and safety, and mitigate potential impacts on the community, such as noise, traffic, and environmental impacts. Insurance will be required for the use of public property including city right of way.
- D. TUPs shall be valid for the duration specified in the permit, and shall not be transferable or assignable without prior written approval from the city.

17.68.060 Exempt Activities

The following temporary activities do not require a TUP:

- A. Construction yard – On-site. An on-site contractor's construction yard for a city-approved construction project. The yard shall be removed from the site immediately upon completion of the project, or the expiration of the Building Permit authorizing construction, whichever occurs first.
- B. Emergency activity. Emergency public health and safety activities, as determined by the City Manager, City Council, Fire Chief, Police Chief or other county, state or federal official.
- C. Event on site approved for public assembly. An event on the site of, or within, a public or private meeting facility, school, theater, or similar facility designed and approved by the City for public assembly, and with no amplified outdoor sound.
- D. Parades and assembly events, filming permits, amplified music, or activities on public property. Parades on public streets, events in public parks, or on other publicly owned property that are subject to the requirements of MMC Chapters 8.30 and 12.12 and permitted accordingly.
- E. Garage sales. Garage sales, not to exceed four (4) per year and two (2) consecutive days.

F. Public property or public right-of-way work. Construction and maintenance activities conducted on public property that are authorized by an encroachment permit.

17.68.070 Permitted Uses

Allowed short-term activities. The following temporary activities may be allowed with a TUP, in compliance with this chapter. A TUP may authorize an activity for the time specified by this chapter, but shall not exceed six (6) months. Other temporary uses and activities not included in following categories shall instead comply with the planning permit requirements and standards that otherwise apply to the site:

A. Caretaker unit temporary dwelling (manufactured home or trailer) used for the temporary accommodation of a person employed as a caretaker, janitor, manager, watchman, security guard or superintendent by an industrial or commercial use operating on the site. An extension may be granted by the Director for good cause.

B. Construction yard – Off-site. An off-site contractor's construction yard for a city-approved construction project. The yard shall be removed immediately upon completion of the project, or the expiration of the Building Permit authorizing construction, whichever occurs first. An extension may be granted by the Director for good cause.

C. Events. Events include but are not limited to art and craft exhibits, carnivals, circuses, concerts, fairs, farmers markets, festivals, flea markets, food events, open air sales, outdoor entertainment/sporting events, rummage sales, secondhand sales, sidewalk sales, swap meets, and other special events, for up to five (5) consecutive days, or four (4) two-day weekends, within a 12-month period, on private, non-residentially zoned property.

D. Location filming. See Exemptions.

F. Model homes. A model home or model home complex may be authorized in compliance with the following standards, and other requirements deemed necessary by the Community Development Director or designee.

1. The sales office and any off-street parking shall be converted back to residential use and/or removed before final building inspection, or within 14 days from the sale of the last parcel in the subdivision, whichever first occurs.

2. The model home complex shall be used only to sell units within the subdivision where the complex is located.
3. Model homes may be open to the public only after final building inspection, and after all subdivision improvements are completed and accepted by the city.

G. Seasonal sales lots. Seasonal product sales (e.g., for Halloween, Thanksgiving, Christmas) including a temporary security trailer, on private property in a nonresidential zone, for up to sixty (60) days.

H. Temporary facilities during construction. One or more temporary structures may be used during the construction of an approved development as offices, or for the storage of equipment and/or tools.

1. Conditions of approval. Permit approval shall include conditions regarding the following matters:

- a. Requirements for adequate site ingress and egress;
- b. A prohibition on the use of the facility for any work other than that on the same site;
- c. Requirements for the temporary storage of construction debris (e.g., asphalt, concrete, dirt) at designated on-site locations; provided, that the applicant shall furnish a schedule, acceptable to the Zoning Administrator, for the periodic disposal or recycling of the materials; and
- d. Requirements designed to minimize potential conflicts between the work on site and adjacent land uses.

2. Permit time limit. The permit may be approved for up to twelve (12) months following the issuance of a companion Building Permit, or upon completion of the project, whichever occurs first:

- a. The permit may be extended by the Director for an additional 12 months if a written request for extension is submitted at least 14 days before permit expiration, and the applicant provides justification for the request that is

determined by the Director to be reasonable (e.g., the delay was caused by reasons beyond the applicant's control).

- b. A permit for temporary construction facilities may be extended by the Director as needed; provided that all construction facilities and equipment shall be removed from the site prior to the approval of a Certificate of Occupancy.
- 3. Condition of site following completion. Each temporary structure and related use shall be completely removed from the site following the expiration of the TUP, or within thirty (30) days of completion of the development project, whichever occurs first.
 - I. Temporary real estate sales office. A temporary real estate sales office may be approved within an approved subdivision, solely for the first sale of homes within the subdivision. The sales office shall be completely removed from the site prior to issuance of a Certificate of Occupancy.
 - J. Similar temporary activities. A temporary activity that the director determines is similar to the other activities listed in this subsection, and compatible with the applicable zoning and surrounding land uses.

17.68.080 Review and Approval

- A. The director shall review TUP applications for compliance with this chapter and other applicable laws, including environmental review, and may refer the application to other departments or agencies for review as needed.
- B. The director shall notify the applicant in writing of the decision to approve, deny, or conditionally approve the TUP within a reasonable time frame after receipt of the complete application.
- C. Applicants have the right to appeal any decision made by the director regarding a TUP to the City's Planning Commission or other designated appeal body, in accordance with the appeal procedures set forth in MMC Chapter 17.70.

D. The director shall consider potential short-term traffic, noise, and nighttime lighting impacts in their review of the TUP application.

E. In order to grant any TUP, the director must determine that the establishment, maintenance or operation of the use or activity applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city. If the use is located in the Coastal Zone, the use must be consistent with all applicable local coastal land use plan recommendations and requirements.

17.68.090 Revocation

A. Where one or more of the conditions of the granting of a TUP have not been or are not being complied with, or when a TUP was granted on the basis of false material information, written or oral, given willfully or negligently by the applicant, the appropriate authority may revoke or modify such use permit following a hearing thereon. Notice of such hearing shall be given in writing to the permittee at least ten days prior to said hearing. Notice of such hearing shall be given as described in Section [17.58.030](#). Following the hearing, the appropriate authority may revoke or modify the TUP.

B. An appeal may be taken from such revocation or modification in the same manner as described in Section [17.58.050](#).

C. Temporary uses that are not in compliance with the chapter are considered a violation of the code, and subject to enforcement under Chapters 1.08, 1.10 and 1.12.”

SECTION 3. Environmental. The City Council determines this Ordinance is not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15304(e), which addresses minor, temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc., and Section 15378(b)(5) for administrative activities of governments that will not result in direct or indirect potentially significant physical impacts on the environment.

SECTION 4. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

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

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

The foregoing Ordinance was introduced at a special/regular meeting of the City Council on _____ day of _____ 2023, and was passed and adopted by the City Council of the City of Marina at a meeting thereof on _____, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT B

FINDINGS

General Plan Compliance

Neither Temporary Use Permits nor Use Permits are referenced in the 2000 General Plan.

Zoning Compliance

- 1) Consistency with Marina Municipal Code (MMC) Chapter 17.72 – Amendments. *This title may be amended by changing the boundaries of districts or by changing any other provision thereof whenever the public necessity and convenience and the general welfare require such amendment by following the procedure of this chapter.*

Evidence: The addition of a Temporary Use Permit (TUP) will provide an avenue for commonly requested uses that are temporary in nature and expected to have a negligible effect on the environment. The TUP is a common permit type in many municipalities and was envisioned by the State legislature through the adoption of CEQA exemptions and exclusions from the requirement of a Coastal Development Permit for such activities in the Coastal zone.

- 2) Compliance with MMC Section 17.58.040 – Action by appropriate authority (Use Permits). *“... the establishment, maintenance or operation of the use or building applied for will not under the circumstances of the particular case be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and in the Coastal Zone the use is consistent with all applicable local coastal land use plan recommendations and requirements..”*

Evidence: The proposed findings for the new Temporary Use Permit are the same as those for a Use Permit as indicated above. By recommending that the City Council adopt this amendment, the Planning Commission finds that any such activity or use granted an administrative TUP shall first be found to be in compliance with the these findings.

October 3, 2023,

Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 17, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-
RECEIVING MARINA POLICE DEPARTMENT'S 2022-2023 ANNUAL
REPORT**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, receiving Marina Police Department's 2022-2023 Annual Military Equipment Report.

BACKGROUND:

On September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law. California Government Code §§ 7070, 7071, and 7072 codify the requirements established by AB 481 for law enforcement's acquisition, use, and funding of "military equipment." The Marina City Council previously approved Marina Police Department Policy #707 – Military Equipment, and the associated Military Equipment Inventory by ordinance 2022-02 on April 19, 2022.

ANALYSIS:

In enacting AB 481, the Legislature stated the public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials to increase transparency, accountability, and oversight. The same applies to the public's right to participate in any government agency's decision to fund, acquire, or use such equipment. The current policy and inventory list are located on the Marina Police Department's website – www.marinapolice.com

CONCLUSION:

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

Respectfully submitted,

Steve Russo
Acting Police Chief
Marina Police Department
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING MARINA POLICE DEPARTMENT'S 2022-2023 ANNUAL
MILITARY EQUIPMENT REPORT PURSUANT TO AB481

WHEREAS, the Marina Police Department has submitted its 2023-2023 Annual Military Equipment Report, Pursuant to California Assembly Bill 481 (AB 481) which was signed into law on September 30, 2021. California Government Code §§ 7070, 7071, and 7072 codify the requirements established by AB 481 for law enforcement's acquisition, use, and funding of "military equipment"; and

WHEREAS, the Marina Police Department has presented the Marina Police Department's 2023 Annual Report ("**EXHIBIT A**") to the City Council to review, accept and file.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina hereby accepts the Marina Police Department's 2022-2023 Military Equipment Annual Report.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of October 2023, by the following vote:

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

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



Marina Police Department
Annual Military Equipment Report
2022-2023

California Government Code §§ 7070, 7071, and 7072

On September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law. California Government Code §§ 7070, 7071, and 7072 codify the requirements established by AB 481 for law enforcement's acquisition, use, and funding of "military equipment."

In enacting AB 481, the Legislature stated the public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials to increase transparency, accountability, and oversight. The same applies to the public's right to participate in any government agency's decision to fund, acquire, or use such equipment.

The bill required law enforcement agencies that seek to continue the use of military equipment acquired prior to January 1, 2022, to receive approval from their governing body prior to May 1, 2022. The Marina City Council previously approved Marina Police Department Policy #707 – Military Equipment, and the associated Military Equipment Inventory by ordinance 2022-02 on April 19, 2022. The current policy and inventory list are located on the Marina Police Department's website – www.marinapolice.com

California Government Code § 7072 requires law enforcement agencies to prepare annually, a Military Equipment Report. The annual Military Equipment Report is required to contain the following information:

- A summary of how the military equipment was used and the purpose of its use;
- A summary of any complaints or concerns received concerning the military equipment;
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;
- The quantity possessed for each type of military equipment; and,
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

This annual Military Equipment Report satisfies the reporting requirements outlined in California Government Code § 7072.

A complaint, concern or question related to Military Equipment utilization by the Marina Police Department can be made through any of the below listed methods:

Email: militaryequipment@cityofmarina.org

Web: <https://www.marinapolice.com>

By phone: (831) 884-1210

By mail: Marina Police Department

Attn: Military Equipment Use Coordinator
211 Hillcrest Avenue, Marina, CA 93933

The following is a summary of the Military Equipment owned and maintained by the Marina Police Department as defined by California Government Code §7070:

Item	Quantity Owned	Gov't Code Subsection
Semi-Automatic Rifles	23	7070(c)(10)
Bolt-Action Precision Rifles	2	7070(c)(10)
Mavic Mini 2, Mavic Enterprise, Mavic Air 2	4	7070(c)(1)
40mm Less Lethal Launchers - Single	6	7070(c)(14)
40mm Less Lethal Launchers - Multi	1	7070(c)(14)

The following is a summary of the Military Equipment used by the Monterey Peninsula Regional Special Response Unit. The Marina Police Department does not own or maintain this equipment; however, the military equipment may be used by members of the MPRSRU (SWAT) during a critical incident in the City of Marina. (California Government Code §7071(a)(1)(D))

Item	Gov't Code Subsection
Unmanned, Remotely Piloted, Powered Ground Vehicle	7070(c)(1) 7071(a)(1)(D)
Rescue Vehicle (Lenco Bearcat Armored Vehicle)	7070(c)(3) 7071(a)(1)(D)
Workhorse Commercial Van	7070(c)(5) 7071(a)(1)(D)
Flashbang Grenades, Explosive Breaching Tools, Tear Gas, and Pepper Balls	7070(c)(12) 7071(a)(1)(D)
Remington 870 Breaching Shotgun	7070(c)(10) 7071(a)(1)(D)
37mm Less lethal Launcher	7070(c)(10) 7071(a)(1)(D)
BolaWrap 150 Restraint Device – Qty 4	7070(c)(14)

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT GOVERNMENT CODE §7070(c)(1)	
Description:	Unmanned, remotely piloted, powered arial and ground vehicles
Quantity:	2-Mavic Mini 2, 1-Mavic Enterprise, 1-Mavic Air 2.
Intention to Acquire More:	No
Capabilities:	Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Expected lifespan:	5-Years
Manufacturer's description:	Unmanned Aircraft System (UAS) comprises an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. The system generally includes a fixed or rotary-wing (tethered or non-thethered) aircraft and a ground control station.
Purpose(s)/Authorized Use:	To enhance the safety of potentially dangerous situations by providing first responders with the ability to monitor video feed from vehicle cameras of hazardous areas prior to, or in lieu of, sending in personnel. UAS/Drone/Aerial platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surveillance.
Initial costs:	Approximately \$16,000
Annual costs:	Approximately \$1,000 (ammunition, repair parts, batteries, etc.)
Legal:	All applicable State, Federal and Local laws. Any use of UAS/Drone platforms will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Procedural:	Marina PD Policies - 612 (UAS Operations)
Required training:	Marina PD provides internal training for staff members prior to allowing them to operate the UAS(s). Prior to piloting any UAS/Drone, a staff members must secure an FAA Remote Pilot License and complete training required by the FAA Certificate of Authorization (COA).
Other notes:	The Marina PD operates under a Certificate of Authorization (COA) granted by the FAA.
Summary of how the military equipment was used and the purpose of its use:	The UAS/Drone/Aerial platforms were deployed and used a total of 23 times in the past year for law enforcement activity related to the following: UAS/Drone/Aerial platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surveillance.
Complaints of Concerns:	No complaints or concerns received
Audits, violations, actions:	During a training flight the Mavic Enterprise was damaged and repaired with budget operating funds. Marina PD conducted an audit of the equipment and accounted for all unmanned, remotely piloted, powered arial and ground vehicles were accounted for in the inventory. There were no violations of related departmental policies regarding use of this equipment. No additional actions needed.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT GOVERNMENT CODE §7070(c)(3)	
Description:	MPRSRU Rescue Vehicle (Lenco Bearcat Armored Vehicle)
Quantity:	1 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Intention to Acquire More:	No
Capabilities:	Unit is capable of transporting personnel and equipment while providing them with armored protection. It also has a breaching apparatus that can be attached
Expected lifespan:	10-Years
Manufacturer's description:	The Lenco BearCat is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat part of their standard operating procedure. The Bearcat has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers.
Purpose(s)/Authorized Use:	The SRU Rescue Vehicle (Lenco Bearcat Armored Vehicle) is intended for use during critical incidents including, but not limited to: (a) Hostage situations; (b) Barricaded subject incidents; (c) Active shooter situations; (d) High risk arrest and search warrants; (e) Any threat of explosive devices; (f) Other situations where ballistic protection is necessary for the protection of personnel. The SRU Rescue Vehicle will not be deployed for situations such as peaceful protests or demonstrations where violence is not threatened toward the public, property, or law enforcement personnel. When deploying the vehicle, one must consider how its use or misuse could create fear or distrust in the community and take steps to mitigate those negative effects. The SRU Rescue vehicle may be deployed for exhibition at community-based events for the purpose of educating and familiarizing the public with its use and purpose.
Initial costs:	\$400K through UASI grant (MPRSU)
Annual costs:	No cost to the Marina Police Department
Legal:	All applicable State, Federal and Local laws.
Procedural:	Marina PD Policies - 614 (High Risk Operations)
Required training:	The SRU Rescue Vehicle is driven by approved personnel who have received training in the vehicle's operation. The training includes both classroom and practical driving exercises. Operators also receive scenario-based training to include the decision-making process as to how it should and should not be deployed. Scenario based training includes constitutional and community policing principles as it relates to SRU Rescue Vehicle deployment. All MPRSRU members are required to complete an initial POST Certified 80-hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other notes:	The Marina Police Department participates in the Monterey Peninsula Regional Special Response Unit (MPRSRU) SWAT Team. This equipment is registered to the Marina Police Department and utilized by MPRSU. While the Marina Police Department does not own this equipment, it could be used in Marina by MPRSRU if they are deployed to an incident within city limits. It may also be used in Marina at community events for educational and familiarization purposes.

Summary of how the military equipment was used and the purpose of its use:	The SRU Rescue Vehicle (Lenco Bearcat Armored Vehicle) is intended for use during critical incidents including, but not limited to: (a) Hostage situations; (b) Barricaded subject incidents; (c) Active shooter situations; (d) High risk arrest and search warrants; (e) Any threat of explosive devices; (f) Other situations where ballistic protection is necessary for the protection of personnel. This unit was utilized several times during high risk SRU missions and utilized for crew transport and safety. Most recently providing protection to officers from a person firing a high-powered Rifle in the county Monterey.
Complaints of Concerns:	No complaints or concerns received
Audits, violations, actions:	This equipment is registered (DMV) to the City of Marina, but it was paid for by a grant awarded to the MPRSRU. It is maintained and operated by the member agencies of the MPRSRU. There were no violations of related departmental policies regarding use of this equipment. No additional actions needed.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT GOVERNMENT CODE §7070(c)(10)	
Description:	Bolt-Action Precision and Semiautomatic Rifles and Ammunition
Quantity:	25 (existing)
Intention to Acquire More:	No
Capabilities:	Rifles are capable of firing a .223 caliber or .556 projectile bullet
Expected lifespan:	15 years
Manufacturer's description:	(8)-The Bushmaster XM15-E2S The Bushmaster XM15-E2S is a lightweight, magazine-fed, gas-operated semi-automatic rifle, chambered in .223 cal. It is a semi-automatic version of the M16 rifle sold for the civilian and law enforcement markets. (6)- The Colt AR-15 is a lightweight, magazine-fed, gas-operated semi-automatic rifle, chambered in 5.56/.223 cal. It is a semi- automatic version of the M16 rifle sold for the civilian and law enforcement markets. (2)- Colt M4 Carbine is a lightweight, magazine-fed, gas-operated semi-automatic rifle, chambered in 5.56/.223 cal. It is a semi-automatic version of the M16 rifle sold for the civilian and law enforcement markets. (2)- The Colt LE6940 is a lightweight, magazine-fed, gas-operated semi-automatic rifle, chambered in 5.56/.223 cal. It is a semi-automatic version of the M16 rifle sold for the civilian and law enforcement markets. (5)- The Colt CR6933-EPR (SBR) is a lightweight, magazine-fed, gas-operated, short barreled, semi- automatic rifle. It is a semi-automatic, short-barreled version of the AR-15 rifle sold for the law enforcement market. (1)-The Desert Tech SRS-M2 is a magazine fed, "Bullpup" style, bolt action precision rifle. It is sold for use in the military, law enforcement and the civilian markets. The barrel can be changed out to accommodate different calibers, such as .308 Win, 6.5 CM and .338 LM. (1)-The FN SPR is a magazine fed, bolt action, precision rifle, chambered in .308. It is sold for use in the military, law enforcement and the civilian markets.
Purpose(s)/Authorized Use:	Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: (1) Situations where the member reasonably anticipates an armed encounter. (2) When a member is faced with a situation that may require accurate and effective fire at long range. (3) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower. (4) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. (5) When a member reasonably believes that a suspect may be wearing body armor. (6) When authorized or requested by a supervisor. When needed to euthanize an animal.
Initial costs:	Approximately \$52,500
Annual costs:	Approximately \$3000 (ammunition, repair parts, batteries, etc.)
Legal:	CA Penal Code 33220(b). All other applicable State, Federal and Local laws governing short- barreled rifles and police use of force.

Procedural:	Marina PD Policies - 300 (Use of Force), 312 (Firearms), 424 (Rapid Response and Deployment),
Required training:	CA POST certified 16-hour patrol rifle course & 4 hours annually / qualification annually
Other notes:	These rifles are standard issue service weapons for Marina PD officers and as a result exempted from the Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document for transparency.
Summary of how the military equipment was used and the purpose of its use:	The rifles were deployed within the guidelines. Over the past 12 months, Marina officers have deployed the rifle, but not fired, in the following circumstances: (1) Situations where the member reasonably anticipates an armed encounter. (2) When a member is faced with a situation that may require accurate and effective fire at long range. (3) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower. (4) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. (5) When a member reasonably believes that a suspect may be wearing body armor. When authorized or requested by a supervisor.
Complaints of Concerns:	No Complaints or concerns were received
Audits, violations, actions:	Marina PD conducted an audit of equipment and accounted for all the rifles. There were no violations of related departmental policies regarding use of this equipment. No additional actions needed.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT GOVERNMENT CODE §7070(c)(14)	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	6 (one for each police vehicle)
Intention to Acquire More:	No
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles.
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40MM Single Shot Launcher with collapsing stock. The L140-3/4 – is a 40mm single-shot break-open action launcher with a rifled barrel, collapsible stock, and combo rail. It's features include: Double-action trigger, trigger lock push button, and hammer lock safeties.
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option to subdue violent and/or resistive individuals.
Initial costs:	\$7900
Annual costs:	\$200 (includes sponge projectiles for training)
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Marina PD Policies - 312 (Firearms), 308 (Control Devices and Techniques)
Required training:	Two (2) hours of initial training and (2) hours every (2) years (includes qualification)
Other notes:	(4) additional single shot launchers will replace the current aged-out less lethal shotguns.
Summary of how the military equipment was used and the purpose of its use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option to subdue violent and/or resistive individuals. While the launcher has deployed in the field during active incidents, no actual field use on a person was reported.
Complaints of Concerns:	No Complaints or concerns were received.
Audits, violations, actions:	Marina PD conducted an audit of the equipment and accounted for all 40mm Less Lethal Launchers in inventory. There were no violations of related departmental policies regarding the use of this equipment. No additional actions needed.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT GOVERNMENT CODE §7070(c)(14)	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity:	1
Intention to Acquire More:	No
Capabilities:	The 40mm Less Lethal Multi-Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles.
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40MM Pump Action, Multi Shot Launcher. PGL65-40 – A 40mm, pump action, multi launcher with a rifled barrel, collapsible stock and combo rail. Features include: Double-action trigger, trigger lock push button and hammer lock safeties.
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option to subdue violent and/or resistive individuals.
Initial cost:	\$2,000
Annual costs:	\$200 (includes sponge projectiles for training)
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Marina PD Policies - 312 (Firearms), 308 (Control Devices and Techniques)
Required training:	Two (2) hours of initial training and (2) hours every (2) years (includes qualification)
Other:	(4) additional single shot launchers will replace the current aged-out less lethal shotguns
Summary of how the equipment was used and the purpose of its use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option to subdue violent and/or resistive individuals. While the launcher has deployed in the field during active incidents, no actual field use on a person was reported.
Complaints or Concerns:	No Complaints or concerns were received.
Audits, violations, Actions:	Marina PD conducted an audit of the equipment and the 40mm Less Lethal Multi-Launcher was accounted for in inventory. There were no violations of related departmental policies regarding use of this equipment. No additional actions needed.

QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE MARINA POLICE DEPARTMENT GOVERNMENT CODE §7070(c)(14)	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity:	4
Intention to Acquire More:	No
Capabilities:	The BolaWrap® 150 is a remote restraint device that discharges a Kevlar® cord to restrain non-compliant individuals from a range of 10-25 feet.
Expected lifespan:	15 years
Manufacturer's description:	The BolaWrap® 150 is a remote restraint device that discharges a Kevlar® cord to restrain non-compliant individuals from a range of 10-25 feet.
Purpose(s)/Authorized Use:	The BolaWrap® is a remote restraint device and Kinetic Energy Munitions are intended for use as a less-lethal use of force option to subdue violent and/or resistive individuals.
Initial cost:	\$5,200
Annual costs:	\$160 (projectiles for training)
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Marina PD Policies - 312 (Firearms), 308 (Control Devices and Techniques)
Required training:	Two (2) hours of initial training and (2) hours every (2) years (includes qualification)
Other:	Assigned and stored in SRU vehicles, as a use of force option for Monterey Peninsula Regional SRU operators.
Summary of how the equipment was used and the purpose of its use:	The BolaWrap® is a remote restraint device and Kinetic Energy Munitions are intended for use as a less-lethal use of force option to be used to subdue violent and/or resistive individuals. This device is assigned to MPRSRU and has not been deployed within our jurisdiction.
Complaints or Concerns:	No Complaints or concerns were received.
Audits, violations, Actions:	This device is assigned to MPRSRU vehicles and is not maintained within the Marina Police Department. It's inclusion in this report is for transparency purposes as a Marina Police officer potentially could deploy this device, and/or it could potentially be deployed by the MPRSRU, within the city limits of Marina The item has been accounted for during equipment audits. There were no violations of the military equipment use policy concerning this device. No action needed.

MPRSRU Equipment Acquisition Request

QUALIFYING EQUIPMENT ACQUISITION REQUEST GOVERNMENT CODE §7070(c)(1)	
Description:	LDV Inc. Custom Specialty Vehicles - Crisis Negotiation Team Command Vehicle
Quantity:	0 (Approved in 2022, purchased through grant cycle for 2024, to be owned by Monterey PD and utilized by MPRSRU – CNT)
Capabilities:	Vehicles modified to act as Negotiations Operations Center at critical incidents
Expected lifespan:	20 years
Manufacturer's description:	2022 Ford E-450 Cutaway - Emergency Response Vehicle - Mobile Command Vehicle
Purpose(s)/Authorized Use:	This vehicle will provide a designated Negotiations Operations Center (NOC) in a constant state of operational readiness for the MPRSRU Crisis Negotiations Team (CNT) that will aid in the resolution of crisis incidents. Also utilized for community outreach events such as National Night Out, Public Safety Outreach, etc.
Initial cost:	\$200,000 initial outlay to be reimbursed through the Homeland Security Grant Program - Urban Areas Security Initiative. Will not be procured until October 2023 in FY 24. *Note: Item was approved by the Monterey City Council by Ordinance 3649 in 2022.
Annual costs:	\$2,500 / year maintenance and upkeep
Legal:	All applicable State, Federal and Local laws governing police use of force
Procedural:	Marina PD Policies - 614 (High Risk Operations)
Required training:	All MPRSRU members are required to complete an initial POST certified 80-hour basic SWAT Course, 120 hours of annual training, and 24 hours of SWAT update training bi- annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Marina Police Department participates in the Monterey Peninsula Regional Special Response Unit CNT Team (MPRSRU). This equipment will be registered to the Monterey Police and operated by MPRSRU CNT. This equipment could be used in the city of Marina by MPRSRU/CNT if they are deployed to an incident within city limits. This is being included in the Marina annual report for transparency purposes.

October 12, 2023

Item No: **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 17, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING AMENDMENT NO. 7 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2023-, approving Amendment No. 7 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;
2. Authorizing the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term was for five years ending on June 30, 2018.

To fulfill the City's Program Management requirements, including its needed Public Education & Public Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California.

At the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3.

With the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements.

At the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4 ("EXHIBIT A").

At the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5.

At the regular meeting on October 16, 2018, the City Council adopted Resolution No. 2018-121, approving Amendment No. 2 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 6.

At the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7.

At the regular meeting on October 6, 2020, the City Council adopted Resolution No. 2020-135, approving Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 8.

At the regular meeting on October 19, 2021, the City Council adopted Resolution No. 2021-112, approving Amendment No. 5 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 9.

At the regular meeting on October 18, 2022, the City Council adopted Resolution No. 2022-126, approving Amendment No. 6 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 10.

ANALYSIS:

Since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services.

As summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that affect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program. And for the last 6 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements.

With the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 11 (November – June 2024). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 11 will overlap with activities for the next Fiscal Year from July through October 2024.

For a list of permit requirements, see "Scope of Work" in the draft Amendment No. 7 to the Professional Services Agreement (**"EXHIBIT B"**).

City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the new Phase II permit's requirements and the City's Notices to the Water Board of the Non-Applicability (NONA) of the Construction, Industrial and NPDES permit. Due to the recent pandemic and associated adjusted Permit scheduling, Permit Year 11 is expected to be the last of the current Permit cycles as the City moves towards exclusion from the Construction, Industrial and next NPDES permit estimated now with a Q1 2024 adoption. Staff will return to Council with the Notices to the Water Board during the next couple of years and begin the process of review of the new NPDES Permit when it is ready.

FISCAL IMPACT:

The total program costs for the professional services contract with Save the Whales for Permit Year 11 is \$133,703.00. The breakdown in the program budget is as follows:

Fiscal Year 23/24 Stormwater Program Budget

Permit Year 10, Program Costs	\$ 68,311.00
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Fiscal Year 24/25 Stormwater Program Budget

Permit Year 10, Program Costs & Annual Reporting	\$ 85,250.00
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Permit Year 11 Program Budget \$ 153,561.00

Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2023/24 & 2024/25 activities in NPDES account No. 100.420.000.00-6370.540.

CONCLUSION:

This request is submitted for City Council discussion 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 AMENDMENT NO. 7 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term was for five years ending on June 30, 2018, and;

WHEREAS, to fulfill the City's Program Management requirements, including its needed Public Education & Public Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California, and;

WHEREAS, at the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3, and;

WHEREAS, with the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements, and;

WHEREAS, at the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4 (**"EXHIBIT A"**), and;

WHEREAS, at the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5, and;

WHEREAS, at the regular meeting on October 16, 2018, the City Council adopted Resolution No. 2018-121, approving Amendment No. 2 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 6, and;

WHEREAS, at the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7, and;

WHEREAS, at the regular meeting on October 6, 2020, the City Council adopted Resolution No. 2020-135, approving Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 8, and;

WHEREAS, at the regular meeting on October 19, 2021, the City Council adopted Resolution No. 2021-112, approving Amendment No. 5 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 9, and;

WHEREAS, at the regular meeting on October 18, 2022, the City Council adopted Resolution No. 2022-126, approving Amendment No. 6 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 10, and;

WHEREAS, since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services, and;

WHEREAS, as summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that affect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program. And for the last 6 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements, and;

WHEREAS, with the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 11 (November – June 2024). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 11 will overlap with activities for the next Fiscal Year from July through October 2024. For a list of permit requirements, see "Scope of Work" in the draft Amendment No. 7 to the Professional Services Agreement (**"EXHIBIT B"**), and;

WHEREAS, City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the new Phase II permit's requirements and the City's Notices to the Water Board of the Non-Applicability (NONA) of the Construction, Industrial and NPDES permit. Due to the recent pandemic and associated adjusted Permit scheduling, Permit Year 11 is expected to be the last of the current Permit cycles as the City moves towards exclusion from the Construction, Industrial and next NPDES permit estimated now with a Q1 2024 adoption. Staff will return to Council with the Notices to the Water Board during the next couple of years and begin the process of review of the new NPDES Permit when it is ready, and;

WHEREAS, the total program costs for the professional services contract with Save the Whales for Permit Year 11 is \$133,703.00. Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2023/24 & 2024/25 activities in NPDES account No. 100.420.000.00-6370.540.

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

1. Approve Amendment No. 7 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 17th day of October 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A TO STAFF REPORT

CITY OF MARINA AGREEMENT FOR PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM

THIS AGREEMENT is made and entered into on May 4, 2017, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Save the Whales of Seaside, California hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for professional services associated with the City of Marina's Storm Water Permit Program (Program) – Contractor shall provide general assistance as requested on issues pertaining to City Program and shall perform other support services for City as determined by the City Engineer, to assist the City in complying with State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 (hereafter, "Phase II Permit")
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. The Scope of Work in Exhibit "A" is referencing compliance requirements under the Phase II Permit. With thirty (30) days prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion, as provided in Section 4 to this Agreement.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

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

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire upon the earlier of October 30, 2018 or thirty (30) days after the issuance of the City's WDRs by the RWQCB. Upon the issuance of the WDRs to the City, the City may elect not to terminate this Agreement, and to otherwise have Contractor continue with all or parts of the Scope of Work in order for the City to comply with certain elements of the issued WDRs, but in no event shall this Agreement extend beyond October 30, 2018, unless extended by written amendment by the parties hereto. In the event the City determines to continue with all or certain elements of the Scope of Work to comply with its WDRs, the City, within fifteen (15) days from the date of the issuance of the WDRs, shall provide written notice to Contractor of those services under the Scope of Work the City has determined to continue to have Contractor provide. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval, and;

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form, and;

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto, and;

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by March 8, 2017, or the date of full execution, whichever is later. This Agreement may be extended upon written agreement of both parties. At the City's election, Contractor may be required to prepare a more detailed schedule than the general schedule contained in Exhibit A hereto, for the work to be performed, which detailed schedule shall be approved by the City and made a part of Exhibit A. Once approved by the City, Contractor shall perform the work in accordance with the approved detailed schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed seventy three thousand seven hundred and thirty dollars (\$73,730.00), in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within thirty days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. Termination, Suspension or Deletion of Tasks.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default under subsection (a) above is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination except that any payment due the Contractor at the time of termination may be adjusted to cover any additional fees, costs, damages, expenses or liabilities to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had in fact fulfilled its contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend all or any part of this Agreement at any time for its convenience and at the City's sole discretion, upon not less than thirty (30) days prior written notice to Contractor, including electing to delete certain tasks under the Scope of Work. Not later than the effective date of such termination, suspension or deletion of tasks from the Scope of Work, Contractor shall discontinue all affected work and deliver all affected work product and other related documents, whether completed or in progress, to the City.

(d) If termination for default is effectuated by the Contractor, or if termination, suspension or deletion of tasks from the Scope of Work for convenience is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination, suspension or deletion of tasks, in addition to any termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

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

(b) Contractor designates Maris Sidenstecker as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete all phases of the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Maris Sidenstecker (Project Manager).

6. Delegation of Work.

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

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement.

Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

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

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

13. Indemnification & Hold Harmless.

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

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to defend and indemnify applies unless it is adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party the design professional's indemnification obligation (but not its defense obligation) shall be reduced in proportion to the established comparative liability.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any Worker's Compensation Act or similar Act. Contractor expressly waives its statutory immunity under any such applicable statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed defense and indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such defense/indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's sole expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

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

14. Insurance.

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

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

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

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

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

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

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

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

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

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

20. **Compliance With Laws.**

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

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. **Assignment or Transfer.** This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Contractor: Maris Sidenstecker
 Save The Whales
 1192 Waring Street
 Seaside, CA 93955
 Fax (831) 394-5555

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. **Amendments, Changes or Modifications.** This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

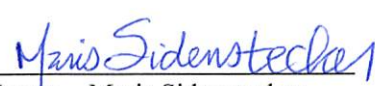
24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.
27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
30. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
33. **Time.** Time is of the essence in this contract.
34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. The exhibits attached hereto are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

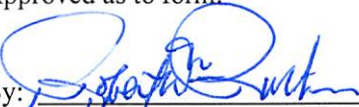
CITY OF MARINA

CONTRACTOR

By:  By: 
Name: Layne P. Long Name: Maris Sidenstecker
Its: City Manager Its: Project Manager

Date: 5/4/17 Date: 4/20/17

Approved as to form:

By: 
for the City Attorney

Attest: 
Deputy City Clerk

Resolution No. 2017- 21



City of Marina Stormwater Program										
Detailed (Revised - Reduced 2/10/17) Scope of Work - (RFP #4 / "D1, 2, 3, 4") Stormwater Program Services (PE/PO)										
Year 4 (2016 - 2017) Revised Proposed Task to Complete										
Reference		Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
1 Task 1: Provide Program Outline to meet NPDES Permit Requirements										
3	E.7.a.i/ii.(c,d,e,g,h,l,k,l,m)	Throughout	4&5	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook and etcetera.		ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	10	86	860
6	E.7.a.i/ii.(d); E.8.i/ii.c/etc	Spring	4&5	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.		STW	Label storm drains and provide details in Annual Report to City.	30	86	2580
11	E.7.a.ii.(c,d,f)	Winter	4&5	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (<i>posters, brochures, and link to online BMP in English and Spanish</i>).		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	4	86	344
12	E.7.a.i/ii.(i)	Spring - Fall	4&5	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of "natural insecticides" from box store corporate headquarters.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	8	86	688
13	E.7.a.i/ii.(j)	Spring - Fall	4&5	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school-age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>). Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	30	86	2580
17	E.7.a.ii.d	Throughout	4&5	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually.		STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	40	86	3440
Incurred in FY 17/18 Budget										
19	E.7.a.ii.c	fall	4&5	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.		ECS / STW	Annually, and provide overview and results to City in Annual Report.	12	86	1032
1										



Reference				Permit Element / Time Schedule / BMP Classification	Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:			Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)	(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
20	E.7.b.1.i/ii.(a-e)	Spring	4&5	IDDE Training: Develop, implement staff training program for staff that as part of their normal job responsibilities, may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system. This task item will include: (c) Follow-up training as needed to address changes in procedures, techniques, or staffing. (d) Annual assessment of staff's knowledge of illicit discharge response and refresher training as needed. (e) Train all new staff that as part of their normal job responsibilities that may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system within 6 months of hire date. Also, to manage cost with this Permit Element (E.7.b.1.i/ii.(a-e) IDDE) should be combined with E.7.b.3.i/ii-MO/GH training. These trainings will incorporate the unique aspect of Marina, specifically that no outfalls discharge to a waterway, and all percolation ponds in town are designed to replenish the communities drinking water supplies, thus the concept of if you don't want to drink it, then do not put it on the ground.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	50	86	4300
21	E.7.b.1.i/ii.(f)	Summer	4+	IDDE Info: All City vehicles equip with a laminated flyer on: how to address an illicit discharge and / or spill, who to report the discharge / spill too based upon the type of discharge / spill, the procedures for reporting an illicit discharge, additional agencies that must be notified based upon discharge / spill type, and various tips on documenting the discharge / spill to ensure that appropriate follow-up can occur.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	18	86	1548
24	E.7.b.3.i/ii	fall	4+	MO/GH Training: Train appropriate employees on how to incorporate pollution prevention / good housekeeping techniques into Permittee operations and conduct knowledge assessment in alternate years. Train all new hires within 1 year of hire date. For contractors performing Operations and Maintenance work (i.e. sewer / water line replacements) they will receive a fact sheet on appropriate stormwater BMPs for that work activity. Respondent shall conduct random in the field assessments at least 4 times a year of O&M work being performed. These assessments shall coincide with other work being performed in order to manage cost. Also, to manage cost combine this task with IDDE training (E.7.b.1.i/ii.(a-e) IDDE)	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget									
25	E.8.i.ii.(a-d)	Throughout	4&5	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (at least 4 events annually), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	21	86	1806
26	E.8.i/ii.(e)	Throughout	4&5	IRWMP: Respondent shall participate on behalf of client in monthly and / or quarterly IRWMP meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	21	86	1806



Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By (#3 RFP/D2)	Anticipated Deliverables (RFP # 5 / D4)	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)			(RFP # 5 / D4)	(RFP # 8 / E1)		
30	E.11.a/c	Summer	4	MO/GH Inspections: Conduct an annual review and assessment of all municipally owned and/or operated facilities to determine potential to impact storm water quality and eventually ground water. These annual assessments will be fully documented, including photographs with recommendations.		ECS	Conduct inspections annually, and provide updates to City as needed and overview in Annual Report.	50	86	4300
31	E.11.d	Summer	4	MO/GH SWPPP: Develop SWPPP for municipally owned and / or operated pollutant hotspots where Hazardous Materials Business Plan, Spill Prevention Plan, or other equivalent document does not already exist. Estimate 1 plan will be required and / or review and updates of at least two current HMBPs and /or SPPs.		ECS	Develop SWPPP and / or modify existing equivalent facility document (i.e. HMBP or SPCC Plan), and provide updates to City as needed and overview in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget										
33	E.11.g	Winter-Summer	4&5	Trash TMDL: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools on Dune side of Freeway), but which instead discharge to "Percolation Ponds" it is Respondent's position that this situation meets the Track 1 objectives of the Trash TMDL Policy. Thus, with this in mind, Respondent proposes the following tasks which will follow receipt of the Central Coast RWQCB's 13267 or 13383 Notice: 1) Enter into discussions with the CCRWQCB demonstrating that the City's "Percolation Ponds" meet and fulfill the Track 1 objectives. 2) Within 3 months of receipt of the CCRWQCB Notice, issue a Notice of Intent to implement and / or codify the Track 1 approach. 3) Upon RWQCB approval, Respondent will develop a written program / plan that documents the City's current efforts, including data from extracting and weighing refuse (i.e. garbage, if already available from City data) from the Percolation Ponds by City immediately following the rainy season when the ponds are dry and just before the rainy season. This data will enable the development of a compliant Trash TMDL Plan or actually demonstrate that this approach again meets the objectives of Track 1. This data will begin the formal process to document efforts associated with the Monitoring and Reporting element of the Track 1 approach. 4) Although not required, Respondent recommends that an outreach program concerning garbage be implemented in high prone trash areas based upon data compiled during years 4 or 5. Note that the time estimated is based upon a reasonable response from the Central Coast RWQCB, thus the time required may be less than estimated or more and thus for this line item the cost can not be a not to exceed amount. In addition, the time projections herein do not include actual implementation and monitoring long term.		ECS	Step 1: Discuss with CC RWQCB to propose simply documenting City's current efforts which meet Track 1 requirements via the Percolation Ponds. Then develop a Plan (Written Document) that simply documents current efforts, plus long term tracking of waste collected during annual cleanings of the Percolation Ponds. Annual monitoring and reporting is a City obligation. Note, the time and cost estimate assumes that the CC RWQCB will agree to this proposal, if not then we will have to explore other options with the City.	45	86	3870
35	E.12.g.ii.(c/d)	Winter	5	PCR Outreach: The City of Marina is unique in that it requires 100% infiltration which far exceeds the requirements of the Central Coast PCRs. Thus, all necessary outreach materials developed will need to stipulate 100% infiltration in relation to Permittee's efforts in education and outreach supporting implementation of LID requirements for new and redevelopment projects. However, the City already has developed and is using numerous forms and informational handouts that achieve this Permit requirement. It is Respondent's position that a simple fact sheet directing interested parties, builders, contractors and developers is necessary at this juncture		ECS / STW	Develop informational handout that outlines City's PCRs and includes links to useful documents found on-line. A draft will be prepared and sent to the City Representative for review and approval. Upon City approval it will be emailed out to all project LRPs that currently have an active WDID # / SWPPP project. An overview of this task will be provided to the City in the Annual Report.	45	86	3870



Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
37	E.14.a-b	Summer-fall	4&5	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.		ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.	65	86	5590
Incurred in FY 17/18 Budget										
38	E.15	n/a	n/a	Not applicable to this RFP, nor to the City of Marina.		n/a	n/a			
39	All	As needed	4 & 5	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.		ECS / STW	Updates will be provided in Monthly billings to City.			4680
41	E.14	Spring	2016	13267 Notice - 6/13/16: Prior to commencing with the work task in items 42-47 Respondent recommends discussing the applicability of the 13267 Notice to the City, since the focus is pollutant loads discharging to waters of the US and nearly all of City's outfalls discharge to "Percolation Ponds" and there are no WOTUS in the City (Note, caveat on Vernal Pools). Thus, this line item includes roughly 50 hours of dedicated discussion time with the Central Coast RWQCB.		ECS	Upon City approval coordinate joint meeting with Central Coast RWQCB. Demonstrate non-applicability to City and as a last effort discuss option other options. City Representative will be updated routinely for input and direction as this task item proceeds. In addition, an overview of this task item will be provided in the Annual Report. For additional details refer to cell to left.	50	86	4300
48	Task 1: Subtotal								\$	57,914
49										
50	Task 2: Reports									
Incurred in FY 17/18 Budget										
51	E.7 / E.8	fall	4&5	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables		ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	80	86	6880
52	All	Throughout	4&5	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:		All	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.			
53	Task 2 Subtotal:								\$	6,880



55 Task 3: Project Coordination Meetings and Project Management									
56	All	Throughout	4&5	Meetings - Client: Respondent shall meet with client monthly at dates and times designated by Client as needed. It is estimated that 16 meetings will take place each calendar year. As noted in the RFP project meetings shall include a manager for a half day, with meeting minutes and other associated costs, such as travel expenses included.	All	Annual overview to be provided in Annual Report with highlights.	54	86	4644
57	All	Throughout	4&5	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 6 meetings, plus attending 6 regional training workshops on both the new Trash TMDL Policy and the 13267 Notification program requirements. Thus, it is estimated that 12 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	11	86	946
58	All	Throughout	4 & 5	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above and adjusted to account for a 4 month period apx. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.			3346
59 Task 3 Subtotal:							\$	8,936	
TOTAL							\$	73,730	
Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements. Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales Revised Fee Schedule - Reflects a postponement of various task to the next Permit Term (Year 5 - 2017-2018) and / or a reduced workload to account for a 4 - 5 month schedule. Note: For 13267 requirements note estimated fee assumes that all necessary data has already been gathered and organized for preparing appropriate responses. If all necessary data is not already gathered and organized Respondent will discuss next reasonable steps with City. Note: Since the 6/13/16 "13267 Notice" focus is discharges to WOTUS which technically is not applicable to the City of Marina since all outfalls discharge to either privately and / or publicly owned "Percolation Ponds". Thus, the City achieves 100% capture and 100% percolation, excluding evaporation of all storm water within the City, thus it is reasonable to assume that pollutant load reductions will be 100% which is the ultimate goal of any stormwater / water quality program. Thus, these requirements may not completely apply beyond mapping the system with defensible data reflecting 100% capture. This position will need to be discussed with the Central Coast RWQCB. However, if the Central Coast RWQCB disagrees with this position, then the estimates provided are to fulfill the requirements of the 13267 Notice. If the Central Coast RWQCB agrees with this position, then a huge savings to the City. Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.									

EXHIBIT B

COSTS

Proposed costs are provided below.

Permit Year 4	\$73,730.00
Program Contract Budget	\$73,730.00

Environmental Compliance Specialist & Save The Whales Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
P.E. Services	\$ 135
Principal / Management Services	86
GIS Specialist	86
Grant Writer - Grant Writing Services	86
Plan Examiner - SWPPP Plan Review Services	86
Inspector - Site Inspection Services (Construction & Commercial / Industrial)	86
Administrative Support Services	55
Extra Meetings each at: 5 Hour Minimum	110 \$ 550
Print Cost Current rate \$0.65 per page	
Postage At current rate.	

2ND Nature, LLC Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$ 172
Senior Scientist III	140
Senior Scientist II	130
Senior Scientist I	110
Science Associate III	95
Science Associate II	85
Science Associate I	75
Software Programmer II	115
Software Programmer I	95
Administration	\$ 55

Exhibit C - Insurance

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

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

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

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

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

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

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to

charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

City of Marina Stormwater Program											
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)											
Year 11 (2023 - 2024) Proposed Task to Complete Revised (Version 1) [Revised 5/24/23]											
Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal		
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2023 - June 30, 2024	Total July 1 - Oct 31, 2024	
1	Task 1: Program Management Element										
2	E.6	25-	PE/PO	Internet Updates	PME	Program Management Element - Legal Authority, Municipal Code Review, Recommendations where Warranted and Etcetera					
3	E.6	On-going	PME	Project Management	Throughout	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	\$ 3,420.00	\$ 3,420.00	
4	E.6	20-	PME	Project Management	Throughout	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 4 meetings, plus attending 4 regional training workshops on the new NPS, AG Permit and proposed Pesticide Permit. Thus, it is estimated that 8 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	1,140.00	\$ 1,140.00	
5	E.6	20-	PME	Project Management	Throughout	Coordination and Oversight of Other Environmental Services Providers, and etc.	ECS / STW	As needed, but estimated at:	1,710.00	\$ 1,710.00	
6	E.6.a.i-ii.a-j	20-	PME	Project Management	As needed	Legal Authority - Review Municipal Code to Ensure It Meet new Regulatory Needs (i.e. NPS, Ag Permit, proposed Pesticide Permit, New Phase II Permit, New CGP and Other Relevant Permits), Etc.	ECS	Review Municipal Code	On hold	On hold	
7	E.6.c	20-	PME	Project Management	As needed	ERP - Enforcement Response Plan - Review and update as necessary, specific to item # 1 above	ECS	Review Municipal Code	On hold	On hold	
8	E.6	n/a	PME	Project Management	Special Project	New Permits: Based upon proposed, new or updated Permits that may impact City requirements. New MS4 Permit, proposed updates to Ag Permits, Pesticide Use Permits, various other permits anticipated. If not required, then will not be implemented.	ECS		6,650.00	\$ 6,650.00	
9	Subtotal		Task 1: Program Management Element							12,920.00	12,920.00

City of Marina Stormwater Program											
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)											
Year 11 (2023 - 2024) Proposed Task to Complete Revised (Version 1) [Revised 5/24/23]											
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Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:				Total Nov 1, 2023 - June 30, 2024	Total July 1 - Oct 31, 2024
10	Task 2 Public Education and Outreach Element & Public Participation and Involvement Element										
11	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element					
12	E.7.a.i/ii.(c,d,c,g,h,I,k,l,m)	25-	PE/PO	Internet Updates	Throughout	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook, CBSM and etcetera.		ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	950.00	\$ 950.00
13	E.7.a.i/ii.(c,d,c,g,h,I,k,l,m)	MRSWMP	PE/PO	Print Adds	On-Hold	Print Ads: Develop and run print ads with impressions on various program topics targeting specific audiences and specific pollutants of concern. This task line item is specifically a MRSWMP carry-over item. CBSM versions can be substituted in.		STW	Updates provided to City representative as needed and overview in Annual Report.	On hold	On hold
14	E.7.a.i/ii.(c,d,c,g,h,i);	25	PE/PO	Multiple Languages	On-Hold	Multi-Languages: Expand at least 2 existing outreach materials (Type To Be Determined) per year to Spanish & an Asian dialect (i.e. Korean) to meet the goals of council (2015) and community needs. Messaging to include at a minimum how to report illicit discharges, water efficient landscaping items, water conservation ideas, proper pesticide / fertilizer and herbicide application, solid waste - litter control (Trash TMDL requirement) and additional items as directed and/or as necessary.		ECS / STW	Translate two brochures per year, update City accordingly and provide overview in Annual Report.	1,900.00	\$ 1,900.00
15	E.7.a.i/ii.(d); E.8.i/ii.c/etc	25	PE/PO	Storm Drain Labeling	Spring	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.		STW	Label storm drains and provide details in Annual Report to City.	1,187.50	\$ 1,187.50
16	E.7.a.i/ii.(d); E.8.i/ii.c/etc	27	PE/PO	Storm Drain Labeling	Spring	Storm Drain Emblems: Supplies for storm drain emblems per year.		STW	n/a	276.16	
17	E.7.a.i/ii.(f)/ (c,d,c,g,h,i)	25	PE/PO	Material Distribution	Winter	Distribute educational materials determined by City. Recommend distribution at City Hall, library, community centers, public events (i.e. farmers market, Marina Earth Day, Labor Day, Veteran's Day Celebration, Marina Tree and Garden events, etc.) participate in four (4) events a year. Also, recommend distribution via regulatory compliance actions. Materials can be distributed via email (Businesses in particular), and/or via community based social marketing techniques, including print, internet (facebook, twitter and etc.). In the converse the Marina Annual Pet Program Contest can be done.		STW	Distribute materials to select facilities 4 times year and at noted events annually. Provide results to City in Annual Report and updates as necessary.	1,900.00	\$ 1,900.00
18	E.7.a.ii.(c,d,f)	26	PE/PO	Restaurants (MRSWMP)	Winter	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (posters, brochures, and link to online BMP in English and Spanish).		STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	712.50	\$ 712.50
19	E.7.a.i/ii.(i)	26	PE/PO	Pesticides, herbicides, and fertilizers	Spring - Fall	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of “natural insecticides” from box store corporate headquarters.		STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	On hold	On hold

City of Marina Stormwater Program										
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)										
Year 11 (2023 - 2024) Proposed Task to Complete Revised (Version 1) [Revised 5/24/23]										
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Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2023 - June 30, 2024	Total July 1 - Oct 31, 2024
20	Task 2 Public Education and Outreach Element & Public Participation and Involvement Element									
21	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element				
22	E.7.a.i/ii.(j)	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school–age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>) . Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation. The goal is to move this to a Zoom, Teams or equivalent platform during the pandemic	STW	Implement annually, and provide list of restaurants visited to City in Annual Report and updates as necessary.	1,720.00	\$ 1,720.00
23	E.7.a.ii.j.4	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning workshop to educators (<i>i.e. train the trainer</i>) per Permit.	STW	Develop workshop, outreach to educators, conduct workshop. Update City when workshop will be and report on annually.	950.00	\$ 950.00
24	E.7.a.i/ii.(k)/(m)	27	PE/PO	Target Audiences	Spring	Target Audiences: Distribute existing materials target audiences to be determined (likely to the business community) via mail, advertisements, email and via community based social marketing.	ECS	Distribute as necessary to target audiences	3,087.50	\$ 3,087.50
25	E.7.a.ii.d	27	PE/PO	Movie, Radio, Print	Throughout	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually. This may also be accomplished via mail, advertisements, email and via community based social marketing.	STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	1,425.00	\$ 1,425.00
26	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	Spring - Fall	Workshops: The Permit requires the Permittee to hold public meetings to elicit public input. The recommendation is to change this approach to seeking public input through the website / Facebook & brochures. This approach will include routine updates as appropriate.	ECS / STW	As needed, and provide overview and results to City in Annual Report, and updates as necessary.		
27	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	fall	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.	ECS / STW	Annually, and provide overview and results to City in Annual Report.	1,900.00	\$ 1,900.00
28	E.7.b.1.i/ii.(a-c) E.7.b.3.i/ii E.11.g	27	PE/PO	IDDE - Staff & Site Operator Training & Education	Spring	IDDE / MO/GH & IPM Training: Staff and Site Operator Training and Education. E.7.b.1 - E.7.b.1. Illicit Discharge Detection and Elimination Training; E.7.b.2. Staff Construction Outreach and Education; E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training; Combined with No.'s 28, 33, and 55 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	2,375.00	\$ 2,375.00
29	E.7.b.2.b.i/ii.a	29	PE/PO	Construction Outreach and Education	3-4 x a yr	Construction Site Operator Education: Develop and distribute educational materials to construction site operators. Recommend notice to all operators working in town on WDID # / SWPPP projects be emailed a notice on trainings locally on stormwater construction site BMPs, post notice on City's website and make notice available at Permit Counter twice a year.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	1,140.00	\$ 1,140.00

City of Marina Stormwater Program										
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)										
Year 11 (2023 - 2024) Proposed Task to Complete Revised (Version 1) [Revised 5/24/23]										
Reference			Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Fee Proposal	
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2023 - June 30, 2024	Total July 1 - Oct 31, 2024
3	Task 2: Public Education and Outreach Element & Public Participation and Involvement Element									
31	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element				
32	E.7.b.2.b.i/ii.b-d	29	PE/PO	Construction Outreach and Education	up to 10 x a yr	Construction Operator Outreach Recommendations: (b) Distribute outreach tools aimed at educating construction site operators on appropriate selection, installation, implementation, and maintenance of storm water BMPs, as well as overall program compliance. (c) Distribute appropriate outreach materials to all construction operators who will be disturbing land within the MS4 boundary. The Permittee's contact information and website shall be included in these materials. (d) Update the existing stormwater website as necessary, to include information on appropriate selection, installation, implementation, and maintenance of BMPs. Replace with debriefing / training notices on a near monthly basis	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	2,375.00	\$ 2,375.00
33	E.7.b.3.i/ii	29-30	PE/PO	Pollution Prevention and Good Housekeeping Staff Training	fall	MO/GH Training: E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training. Combined with No.'s 28, 33, and 55 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report. See item 20 for joint cost	-	
34	E.8	Page #	MCM	Task	Schedule	Public Participation & Public Involvement				
35	E.8.i.ii.(a-d)	30	PIPP	Coastal Cleanup - sponsorship	Throughout	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (<i>at least 4 events annually</i>), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	2,375.00	\$ 2,375.00
36	E.8.i/ii.(e)	30	PIPP	RWMG / IRWMG	Throughout	Regional Water Management Group [(RWMG) Formerly Integrated Regional Water Management Program (IRWMP)]: Respondent shall participate on behalf of client in monthly and / or quarterly RWMG meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	1,900.00	\$ 1,900.00
37	Subtotal Task 2: Public Education and Public Outreach and Public Participation and Involvement Element								26,173.66	25,897.50
38	Task 3: Construction, Municipal Operations and Good Housekeeping and Post Construction Requirements									
39	E.10.a	Page #	MCM	Task	Schedule	Construction Site Management				
40	E.10.a	37-39	Con	Construction Site Outreach	Throughout	Construction Outreach: Update existing construction site related education materials as needed based upon changing regulations, standards and ASTM standards.	ECS	Throughout as needed, and provide updates to the City as needed and overview in the Annual Report of updates / modifications made.	712.50	\$ 712.50
41	E.10.a.(i-iii)	37	Con	Inventory	3 - 4 x a yr	Construction Site Inventory - Maintain list of all active construction sites within City limits	ECS	Maintain list for city that achieves this permit requirement with coordination with City staff for all non-SWPPP sites with Soil Disturbing Activities.	665.00	\$ 665.00
43	E.11	MO/GH Municipal Operations & Good Housekeeping								

City of Marina Stormwater Program										
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Year 11 (2023 - 2024) Proposed Task to Complete Revised (Version 1) [Revised 5/24/23]										
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44	E.11	Page #	MCM	Task	Schedule	Municipal Operations & Good Housekeeping				
45	E.11.c.	43-44		Municipal Facility Inspections	1 x a yr	MO/GH Inspections: Respondent shall inspect municipally owned facilities as follows: (a) Quarterly visual hotspot inspections, (b) Annual Hotspot comprehensive inspections, (c) Quarterly Hotspot visual observation of storm water and non-storm water discharges, (d) Non-Hotspot Inspection once per Permit term vs. E.11.c.ii - annual assessment. Respondent will make assessments of the sites risk to water quality and make recommendations for remedial adjustments / actions as necessary. Respondent estimates that 8 sites in town will need quarterly inspections for various reasons, and 20 non-hotspot sites will be inspected annually.	ECS	Conduct inspections as specified and provide updates to City as needed and overview in Annual Report.	-	\$ 6,175.00
48	E.11.G		4 x a year	Reporting	TP	Trash Policy Plan Compliance Reporting - Provide assistance to ensure City is meeting trash Full Capture System status, report on progress annually to water board	ECS	Assist and prepare annual report	570.00	\$ 2,280.00
50	E.11.j.ii	47-48	MO/GH	Landscape Design and Maintenance	fall	IPM Training: Combined with No.'s 28, 33, and 55 training.	ECS / STW	Annually, provide training opportunities to City applicators and distributors, update City as needed and an overview will be provided in the Annual Report. See item 20 for joint cost.	-	\$ -
51	E.12				PCON	Post Construction				
52	E.12	CCRWQCB PCRs	PCON	Reporting	4 x a yr	Post Construction Requirements - Related to Central Coast Regional Water Quality Control Board Post Construction Requirements. Update outreach materials based upon regulatory changes / updates. Remind City about requirement for annual reporting, conduct self certification outreach and assist with reporting. Coordinate annual reporting with Permittees and Review O&M and Agreements as necessary	ECS	See Task / Recommendations to Left	1,900.00	\$ 7,600.00
53	E.12.i	60	PCON		Excluded	OPTIONAL: Post-Construction Best Management Practice Condition Assessment: Visually inspect and assess the condition of PCRs on sites where the site operator fails to report on the condition in the prior year. I estimate about 5-6 sites to inspect.	ECS	Optional: Recommend this to close the gap.		\$ -
54	Subtotal		Task 3: Construction, Municipal Operations & Good Housekeeping and Post Construction Requirements						3,847.50	17,432.50
55	Task 4: Water Quality Monitoring & Sampling, Program Effectiveness Assessment and Improvement Plan, TMDL and Annual Report									
56	E.13				WQM	Water Quality Monitoring & Sampling				
57	E.13	62-69	WQM	n/a	n/a	N/A: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools), but which instead discharge to percolation ponds it is Respondent's position that this Permit element is not applicable at this time, unless the Central Coast RWQCB directs otherwise.	n/a	n/a		
58	E.13	n/a	WQM	Field Sampling	WQM	Water Quality Monitoring & Sampling. This project is complete and is another step in meeting the RWQCB's needs towards transitioning the City to a WDR versus a MS4 Phase II Permit	STW	Completed: Conduct Vernal Pool Water Quality Monitoring & Sampling	-	-

City of Marina Stormwater Program										
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)										
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Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:			Total Nov 1, 2023 - June 30, 2024	Total July 1 - Oct 31, 2024
59	E.14				PEAIP	Program Effectiveness Assessment and Improvement Plan				
60	E.14	70 - 13267 Notice	6/13/2016 13267 Notice	Software User Agreement	2NDNature	13267 Notice Software: Software user license agreement for 13267 Requirements. Cushion of 5% added. If not required, then not charged		2ND	Annual software licensing fee	8,244.50
61	E.14.a-b	70-73	PEAIP	Program Effectiveness Assessment and improvement Plan	Summer-fall	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.		ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.	4,275
62	E.15				TMDL	Total Maximum Daily Load				
63	E.15	73-74	TMDL	TMDL Requirements	n/a	Not applicable to this RFP, nor to the City of Marina.		n/a	n/a	
64	E16				ARPT	Annual Reports				
65	E.16	All	Reports	Applicable Annual Report Sections	fall	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables		ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	7,600
66	Subtotal				Task 4: Water Quality Monitoring & Sampling, PEAIP, TMDL and Annual Report				8,244.50	11,875.00
67	Task 5: Other Program Cost: Print, Postage and Mail									
68	All	n/a	PE/PO	Print Cost	As needed	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.		ECS / STW	Updates will be provided in Monthly billings to City. Reduced in a third because of Covid-19	1,050.00
69	All	n/a	PE/PO	Postage / etc.	As needed	Postage cost shall be at actual cost, plus 20% administrative overhead. Estimate of total of 4,000 mailings per year.		ECS / STW	Updates will be provided in Monthly billings to City.	1,920.00
70	All	All	Reports	Annual Report Sections	Throughout	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:		ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	TBD
71	All	All	Reports	Annual Report Sections	Throughout	WDR Transition: In anticipation of the release of the new MS4 Phase II Permit during this fiscal year consultant anticipates working with City in securing a WDR in place of the MS4 Phase II Permit. The goal is to have a reduced stormwater program, resulting in long-term cost savings for the City.		ECS	Work towards a WDR versus an MS4 Phase II Permit	14,155
72	Subtotal				Task 5: Other Program Cost: Print, Postage and Mail				17,125	17,125
GRAND TOTAL: 2023-2024 (Contract Year November 1, 2023-June 30,2024 & July 1, 2024-October 31, 2024)									\$ 68,311	\$ 85,250

City of Marina Stormwater Program											
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)											
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Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements.											
Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales											
Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.											
Note: All STW / ECS or ECS / STW combination projects I just divide the budget in half between the two of us to simplify accounting											
Note, items 5, 8, 42, 46, 47, 48, 49, 53, 58, 60, are all newer line items. Thus additional work that did not exist before 2018.											