



AGENDA

Tuesday, November 7, 2023

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

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

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

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

PARTICIPATION

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

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

AGENDA MATERIALS

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

VISION STATEMENT

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

1. CALL TO ORDER



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

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

3. PUBLIC COMMENT ON CLOSED SESSION:

4. CLOSED SESSION:

- a. Conference with Legal Counsel, Anticipated litigation, Initiation of litigation pursuant to § 54956.9(c): One case
- b. Public Employee Performance Evaluation, (§54957)
Title: City Manager
- c. Public Employment Appointment (§54957)
Position: City Attorney
- d. Conference with Real Property Negotiations (§ 54956.8)
Property: 499 9TH Street, Marina, CA – APN: 031-201-016-000
Negotiating Parties: Marina Equestrian Association
Agency Negotiation: Layne Long
Under Negotiation: Price and Terms of Payment

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. Broadband Strategic Plan, Sara House, Monterey County IT

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 103346-103476, totaling \$1,201,516.10.
 - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) October 17, 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-, accepting \$1,050 in cash donations from the Marina Foundation, Richard Russell Cross Fit, Monterey Bay Moves Inc., Yvonne & Paul Tovar, and Keoki's Hawaiian Barbeque for a total of \$1,050.00 *(This item is exempt from environmental review per §15378 of the CEQA guidelines.*
 - (2) Adopting Resolution No. 2023-, authorizing the City Manager to fill a Full Time Limited Term Commander position for the Marina Police Department; and authorizing adjustments to the City's Authorized Full-Time positions list in the FY 2023 Budget. *(This item is exempt from environmental review per §15378 of the CEQA guidelines.).*

- (3) Adopting Resolution No. 2023-, authorize a reclassification for the Recreation Leader classification; and authorize an update to the current salary schedules for the Part Time Recreation Instructors for fiscal year 2023/24. *(This item is exempt from environmental review per §15378 of the CEQA guidelines.)*

g. **APPROVAL OF AGREEMENTS:**

- (1) Adopting Resolution No. 2023-, accepting the Coastal Commission's Non-Competitive grant award and directing the Finance Director to make budget amendments as necessary. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
- (2) Adopting Resolution No. 2023-, awarding the City of Marina General Building Improvements On-Call Contract 2023, to Pueblo Construction Inc. of Seaside, California for an annual contract amount not to exceed \$1,000,000, and an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
- (3) Adopting Resolution No. 2023-, approving the Phase 1B-Promenade Public Improvement Agreement for the Traffic Signal and Site Lighting between City of Marina and Shea Homes, LP. *This project is exempt from further environmental review per Section 15162 of the CEQA guidelines as the traffic impacts were previously assessed in the University Village EIR.*
- (4) Adopting Resolution No. 2023-, authorizing the City Manager to finalize and enter into an Expanded Learning Opportunities Agreement between the City of Marina (City) and Monterey Peninsula Unified School District (MPUSD). *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
- (5) Adopting Resolution No. 2023-, approving a maintenance services agreement between the City of Marina and Della Mora Sheet Metal & Air Conditioning, Inc. of Marina, California to replace the public safety building heating, ventilating, and air conditioning (HVAC) unit. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
- (6) Adopting Resolution No. 2023-, authorizing the City Manager to enter into two Reimbursement Agreements for the improvement of 8th Street from 3rd Avenue to California Avenue and California Avenue from Imjin Parkway to 8th Street between City of Marina and Shea Homes, LP, ("Developer"), *This item is exempt from environmental review per §15378 of the CEQA guidelines.*

h. **ACCEPTANCE OF PUBLIC IMPROVEMENTS:**

- (1) Adopting Resolution No. 2023-, accepting the completion of the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*

i. **MAPS:** None

j. **REPORTS: (RECEIVE AND FILE):** None

k. **FUNDING & BUDGET MATTERS:** None

I. APPROVE ORDINANCES (WAIVE SECOND READING):

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

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.*
12. **OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY:** *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. **OTHER ACTION ITEMS:** *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting Resolution No. 2023-, authorizing the City Manager to execute the Memorandum of Understanding between the City of Marina and the Executive Directors of Marina, and authorizing adjustments to the City's Salary Schedule and Compensation Plan. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
- b. Receive an informational update on the Draft Downtown Specific Plan and provide input to city staff. A Notice of Preparation (NOP) has been prepared to notify agencies and interested parties that the City of Marina (City), as the Lead Agency, will prepare an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the proposed Downtown Specific Plan.
- c. Receive informational update on 1986 Sierra Club Settlement Agreement.

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 7:00 p.m., Friday, November 3, 2023.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

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

Tuesday, November 21, 2023

Tuesday, December 5, 2023

Tuesday, December 19, 2023

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

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 10/20/23 - 10/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 110 - City Council										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
11801 - Brian McCarthy	09-22-23	Reimbursement for Hotel Charge - 2023 LCC Annual Conference	Paid by Check # 103349		10/12/2023	10/12/2023	10/12/2023		10/20/2023	674.36
Account 6500.700 - Training & Travel Training & Travel Totals								Invoice Transactions	1	\$674.36
Account 6600.630 - Other Charges Promotional Activities										
11800 - Kathy Biala	10-18-23	Reimbursement for cost associated with Sister City Visit	Paid by Check # 103360		10/18/2023	10/18/2023	10/18/2023		10/20/2023	470.65
Account 6600.630 - Other Charges Promotional Activities Totals								Invoice Transactions	1	\$470.65
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	2	\$1,145.01
Division 000 - Non-Div Totals								Invoice Transactions	2	\$1,145.01
Department 110 - City Council Totals								Invoice Transactions	2	\$1,145.01
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	328480398001	Office Depot	Paid by Check # 103371		08/30/2023	09/21/2023	09/21/2023		10/20/2023	19.64
10732 - Office Depot-General Account	329390591001	Office Depot	Paid by Check # 103371		09/11/2023	09/21/2023	09/21/2023		10/20/2023	19.64
10732 - Office Depot-General Account	334749727001	Office Depot	Paid by Check # 103371		09/27/2023	10/11/2023	10/11/2023		10/20/2023	45.95
10732 - Office Depot-General Account	334749726001	Office Depot	Paid by Check # 103371		09/27/2023	10/11/2023	10/11/2023		10/20/2023	168.22
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	4	\$253.45
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	4	\$253.45
Division 000 - Non-Div Totals								Invoice Transactions	4	\$253.45
Department 120 - City Mgr/HR/Risk Totals								Invoice Transactions	4	\$253.45
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10406 - Monterey Bay Systems	456823	City Hall Copier Maintenance Contract - Oct 2023-Jan 2024	Paid by EFT # 3832		10/10/2023	10/11/2023	10/11/2023		10/20/2023	607.45
Account 6360.076 - Maint & Repairs Copier Totals								Invoice Transactions	1	\$607.45
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	1	\$607.45
Division 000 - Non-Div Totals								Invoice Transactions	1	\$607.45
Department 125 - I. T. Totals								Invoice Transactions	1	\$607.45



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

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 6170.400 - Other Benefits State Unempl Insur										
10222 - Employment Development Department	L1708547152	Employment Development Department	Paid by Check # 103354		10/02/2023	10/11/2023	10/11/2023		10/20/2023	742.37
Account 6170.400 - Other Benefits State Unempl Insur Totals									Invoice Transactions 1	<u>\$742.37</u>
Account 6300.570 - Prof Svc Other										
10181 - Dave's Repair Service	35723	3040 Lake Dr Fuel Yard	Paid by Check # 103352		09/18/2023	10/02/2023	10/02/2023		10/20/2023	1,202.50
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	<u>\$1,202.50</u>
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4167961873	Mat Service City Hall	Paid by Check # 103351		09/15/2023	10/12/2023	10/12/2023		10/20/2023	43.72
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 1	<u>\$43.72</u>
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2023 562-0	PG&E - 4758891562-0	Paid by Check # 103372		10/11/2023	10/16/2023	10/16/2023		10/20/2023	1,100.42
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	<u>\$1,100.42</u>
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	12003451093023	0 Seaside Ave & Reservation Rd	Paid by Check # 103368		09/30/2023	10/09/2023	10/09/2023		10/20/2023	55.50
10432 - Monterey One Water - former MRWPCA	13002930093023	3200 Imjin Rd	Paid by Check # 103368		09/30/2023	10/09/2023	10/09/2023		10/20/2023	1,110.00
10432 - Monterey One Water - former MRWPCA	12000192093023	3200 Del Monte Blvd	Paid by Check # 103368		09/30/2023	10/09/2023	10/09/2023		10/20/2023	55.50
10432 - Monterey One Water - former MRWPCA	12001627093023	211 Hillcrest Ave	Paid by Check # 103368		09/30/2023	10/09/2023	10/09/2023		10/20/2023	222.00
10349 - Marina Coast Water District	09-28-23	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 103363		09/28/2023	10/16/2023	10/16/2023		10/20/2023	292.43
10349 - Marina Coast Water District	08-31-23 FD	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 103363		08/31/2023	10/16/2023	10/16/2023		10/20/2023	287.53
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 6	<u>\$2,022.96</u>
Account 6600.090 - Other Charges Claims, Judgments, Damages										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0040453	MBASIA - Claim for Payment	Paid by Check # 103365		09/29/2023	10/02/2023	10/02/2023		10/20/2023	10,000.00
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0042220	MBASIA - Claim for Payment	Paid by Check # 103365		10/04/2023	10/02/2023	10/02/2023		10/20/2023	10,000.00
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0042799	MBASIA - Claim for Payment	Paid by Check # 103365		10/02/2023	10/02/2023	10/02/2023		10/20/2023	10,000.00
Account 6600.090 - Other Charges Claims, Judgments, Damages Totals									Invoice Transactions 3	<u>\$30,000.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

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 6600.600 - Other Charges Other										
10072 - BMI General Licensing	50077521	Citywide Music Licensing - 2023-2024	Paid by Check # 103348		10/02/2023	10/11/2023	10/11/2023		10/20/2023	421.00
Account 6600.600 - Other Charges Other Totals							Invoice Transactions	1		\$421.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	14		\$35,532.97
Division 000 - Non-Div Totals							Invoice Transactions	14		\$35,532.97
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	14		\$35,532.97
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4163721638	Mat Service - Police/Fire 08/04/23	Paid by Check # 103351		08/04/2023	10/04/2023	10/04/2023		10/20/2023	37.59
10129 - Cintas Corporation	4167961875	Mat Service - Police/Fire 09/15/23	Paid by Check # 103351		09/15/2023	10/16/2023	10/16/2023		10/20/2023	37.59
10129 - Cintas Corporation	4170733322	Mat Service - Police/Fire 10/13/23	Paid by Check # 103351		10/13/2023	10/16/2023	10/16/2023		10/20/2023	37.59
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	3		\$112.77
Account 6360.850 - Maint & Repairs Vehicle										
10865 - Hayon Inc. (University Chevron Marina)	04-23PD	Car Wash Charges for April 2023	Paid by Check # 103357		05/02/2023	10/02/2023	10/02/2023		10/20/2023	150.00
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	1		\$150.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9944695138	Acct #272493672-00001	Paid by EFT # 3836		09/18/2023	10/02/2023	10/02/2023		10/20/2023	1,570.20
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$1,570.20
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11224	HP 15.6" Touchscreen Laptop - Russo	Paid by EFT # 3834		09/30/2023	10/02/2023	10/02/2023		10/20/2023	1,159.00
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions	1		\$1,159.00
Account 6400.800 - Material & Suppl Uniform										
10753 - Ace High Designs Inc.	51790	2 Long Sleeve Polo Shirts - E. Fernando	Paid by Check # 103347		09/26/2023	10/02/2023	10/02/2023		10/20/2023	100.47
10753 - Ace High Designs Inc.	51749	Cust #01956	Paid by Check # 103347		09/15/2023	10/02/2023	10/02/2023		10/20/2023	507.79
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	2		\$608.26



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.490 - Other Charges Membership Prof Orgs										
11351 - Legal Notification Services, Inc.	1433	iSubpoena Annual License, Support & Maintenance	Paid by Check # 103362		09/21/2023	10/02/2023	10/02/2023		10/20/2023	1,993.10
10342 - Monterey County Peace Officers Association-MCPOA	2023000S	1 Year Shooting Range Storage Rental	Paid by Check # 103367		03/22/2023	10/02/2023	10/02/2023		10/20/2023	600.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals							Invoice Transactions		2	\$2,593.10
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
10899 - Monterey County Animal Services	10/4/2023	1st Qtr FY 2023-24	Paid by Check # 103366		10/04/2023	10/04/2023	10/04/2023		10/20/2023	14,341.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc Totals							Invoice Transactions		1	\$14,341.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		11	\$20,534.33
Division 000 - Non-Div Totals							Invoice Transactions		11	\$20,534.33
Department 210 - Police Totals							Invoice Transactions		11	\$20,534.33
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	123419	Plan review & inspection at Las Cazuelas TI, 3156 Del Monte Blvd	Paid by Check # 103350		10/14/2023	10/16/2023	10/16/2023		10/20/2023	215.00
10841 - Carmel Fire Protection Associates - Art Black	123406	Plan review & inspection at 3017 Arroyo Drive	Paid by Check # 103350		10/06/2023	10/16/2023	10/16/2023		10/20/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123407	Letter Registration & Inspections at Rooftops Bldg 10	Paid by Check # 103350		10/06/2023	10/16/2023	10/16/2023		10/20/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123408	Letter Registration & Inspections at Rooftops Bldg 4	Paid by Check # 103350		10/16/2023	10/16/2023	10/16/2023		10/20/2023	230.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		4	\$905.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11739 - IntelliSite, LLC/EPIC iO Technologies, Inc.	3782	Renewal NetCloud Mobile Essentials Plan	Paid by EFT # 3831		10/06/2023	10/04/2023	10/04/2023		10/20/2023	1,582.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions		1	\$1,582.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4163721638	Mat Service - Police/Fire 08/04/23	Paid by Check # 103351		08/04/2023	10/04/2023	10/04/2023		10/20/2023	117.48
10129 - Cintas Corporation	4167961875	Mat Service - Police/Fire 09/15/23	Paid by Check # 103351		09/15/2023	10/16/2023	10/16/2023		10/20/2023	117.48



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4170733322	Mat Service - Police/Fire 10/13/23	Paid by Check # 103351		10/13/2023	10/16/2023	10/16/2023		10/20/2023	117.48
10239 - First Alarm	774127	Monitoring services at station 2 - 10/01/23 to 12/31/23	Paid by EFT # 3830		09/15/2023	10/04/2023	10/04/2023		10/20/2023	133.47
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 4			\$485.91
Account 6360.680 - Maint & Repairs Radio Equip										
11171 - Motorola Solutions, Inc.	8281724029	2- Battery Impres 2 Liion	Paid by EFT # 3833		09/27/2023	10/16/2023	10/16/2023		10/20/2023	446.13
Account 6360.680 - Maint & Repairs Radio Equip Totals							Invoice Transactions 1			\$446.13
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10581 - Trucksis Enterprises	13494	FP Open House Sponsor Banner	Paid by EFT # 3835		09/26/2023	10/04/2023	10/04/2023		10/20/2023	170.24
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals							Invoice Transactions 1			\$170.24
Account 6400.740 - Material & Suppl Special Dept Suppl										
11393 - Carmel Roasters, Inc.	67800	FD Coffee - 3 boxes	Paid by Check # 103382		10/04/2023	10/04/2023	10/04/2023		10/20/2023	262.20
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 1			\$262.20
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 12			\$3,851.48
Division 000 - Non-Div Totals							Invoice Transactions 12			\$3,851.48
Department 250 - Fire Totals							Invoice Transactions 12			\$3,851.48
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10181 - Dave's Repair Service	35723	3040 Lake Dr Fuel Yard	Paid by Check # 103352		09/18/2023	10/02/2023	10/02/2023		10/20/2023	1,902.33
10181 - Dave's Repair Service	35701DG	3040 Lake Drive Download Reports	Paid by Check # 103352		09/29/2023	10/02/2023	10/02/2023		10/20/2023	67.50
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions 2			\$1,969.83
Account 6360.440 - Maint & Repairs Landscape General										
10230 - Ewing	20705965	Tate Park	Paid by Check # 103355		09/29/2023	10/02/2023	10/02/2023		10/20/2023	224.58
10250 - Gavilan Pest Control	0156259	Gloria Jean Tate Park Gophers	Paid by Check # 103356		09/29/2023	10/09/2023	10/09/2023		10/20/2023	300.00
10250 - Gavilan Pest Control	0156153	Preston Park Squirrels	Paid by Check # 103356		09/29/2023	10/09/2023	10/09/2023		10/20/2023	180.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions 3			\$704.58



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

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 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086495	Shop Supplies	Paid by Check # 103346		10/02/2023	10/02/2023	10/02/2023		10/20/2023	44.73
10728 - Ace Hardware-Public Works	086548	Sealant, Tape, Fasteners	Paid by Check # 103346		10/09/2023	10/09/2023	10/09/2023		10/20/2023	138.69
10728 - Ace Hardware-Public Works	086558	PD Paint	Paid by Check # 103346		10/10/2023	10/09/2023	10/09/2023		10/20/2023	8.73
10728 - Ace Hardware-Public Works	086559	PD	Paid by Check # 103346		10/10/2023	10/09/2023	10/09/2023		10/20/2023	32.75
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 4			\$224.90
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056046 092223	3100 Preston Drive	Paid by Check # 103363		09/22/2023	10/02/2023	10/02/2023		10/20/2023	161.34
10349 - Marina Coast Water District	000056045 092223	3100 Preston Drive	Paid by Check # 103363		09/22/2023	10/02/2023	10/02/2023		10/20/2023	5,078.14
10349 - Marina Coast Water District	0000056042 09222	3040 Lake Drive	Paid by Check # 103363		09/22/2023	10/02/2023	10/02/2023		10/20/2023	100.15
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 3			\$5,339.63
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 12			\$8,238.94
Division 311 - Buildings & Grounds Totals							Invoice Transactions 12			\$8,238.94
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10367 - Mark's Barn Auto Body	1370	2016 veh 852 Ford Superduty	Paid by Check # 103364		10/09/2023	10/09/2023	10/09/2023		10/20/2023	1,304.69
10438 - My Jeep Chrysler Dodge	JECS328580	20 Dodge Durango UT	Paid by Check # 103369		05/05/2023	10/02/2023	10/02/2023		10/20/2023	566.44
10438 - My Jeep Chrysler Dodge	JECS326835	20 Dodge Durango UT	Paid by Check # 103369		03/06/2023	10/02/2023	10/02/2023		10/20/2023	96.72
10438 - My Jeep Chrysler Dodge	243267JER	Lamp Lice	Paid by Check # 103369		12/08/2022	10/02/2023	10/02/2023		10/20/2023	35.36
10438 - My Jeep Chrysler Dodge	JECS330808	22 Dodge Durango 4DR AWD	Paid by Check # 103369		08/07/2023	10/09/2023	10/09/2023		10/20/2023	470.49
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-010896	Oil	Paid by Check # 103370		09/28/2023	10/02/2023	10/02/2023		10/20/2023	50.78
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 6			\$2,524.48
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 6			\$2,524.48
Division 313 - Vehicle Maint Totals							Invoice Transactions 6			\$2,524.48
Department 310 - Public Works Totals							Invoice Transactions 18			\$10,763.42



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
11784 - John Upshaw John Upshaw - DJ Monterey	10-28-23	Fall Harvest Festival	Paid by Check # 103378		09/20/2023	10/16/2023	10/16/2023		10/20/2023	1,500.00
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals							Invoice Transactions	1		\$1,500.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,500.00
Division 100 - Admin Totals							Invoice Transactions	1		\$1,500.00
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
11924 - The Wahine Project	07-24-23	summer camp	Paid by Check # 103375		10/04/2023	10/16/2023	10/16/2023		10/20/2023	2,400.00
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals							Invoice Transactions	1		\$2,400.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11016 - Meachum, Cathy - non taxable only	10-16-23	Reimbursement - Costco	Paid by Check # 103381		10/16/2023	10/16/2023	10/16/2023		10/20/2023	800.44
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions	1		\$800.44
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,200.44
Division 511 - Youth Totals							Invoice Transactions	2		\$3,200.44
Department 510 - Recreation & Culture Totals							Invoice Transactions	3		\$4,700.44
Fund 100 - General Fund Totals							Invoice Transactions	65		\$77,388.55



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

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	Oct 2023 202-3	PG&E - 6594070202-3	Paid by Check # 103372		10/11/2023	10/16/2023	10/16/2023		10/20/2023	119.12
10463 - Pacific Gas & Electric	Oct 2023 720-0	PG&E - 0167505720-0	Paid by Check # 103372		10/11/2023	10/16/2023	10/16/2023		10/20/2023	1,093.46
10463 - Pacific Gas & Electric	Oct 2023 085-2	PG&E - 5434906085-2	Paid by Check # 103372		10/11/2023	10/16/2023	10/16/2023		10/20/2023	109.32
10463 - Pacific Gas & Electric	Oct 2023 943-2	PG&E - 6150212943-2	Paid by Check # 103372		10/10/2023	10/16/2023	10/16/2023		10/20/2023	51.17
10463 - Pacific Gas & Electric	Oct 2023 353-7	PG&E - 9930567353-7	Paid by Check # 103372		10/10/2023	10/16/2023	10/16/2023		10/20/2023	37.31
10463 - Pacific Gas & Electric	Oct 2023 148-6	PG&E - 5593414148-6	Paid by Check # 103372		10/10/2023	10/16/2023	10/16/2023		10/20/2023	198.05
10463 - Pacific Gas & Electric	Oct 2023 582-7	PG&E - 8161432582-7	Paid by Check # 103372		10/10/2023	10/16/2023	10/16/2023		10/20/2023	125.25
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 7	\$1,733.68
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056040 092223	Hilo Ave	Paid by Check # 103363		09/22/2023	10/02/2023	10/02/2023		10/20/2023	28.34
10349 - Marina Coast Water District	000056028 092223	California at Jerry Ct	Paid by Check # 103363		09/22/2023	10/02/2023	10/02/2023		10/20/2023	38.22
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 2	\$66.56
Account 6400.733 - Material & Suppl Signs										
10624 - Z.A.P. Manufacturing	8016-2	Tax from Last order	Paid by Check # 103377		09/13/2023	10/09/2023	10/09/2023		10/20/2023	34.97
Account 6400.733 - Material & Suppl Signs Totals									Invoice Transactions 1	\$34.97
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 10	\$1,835.21
Division 000 - Non-Div Totals									Invoice Transactions 10	\$1,835.21
Department 000 - Non-Dept Totals									Invoice Transactions 10	\$1,835.21
Fund 220 - Gas Tax Totals									Invoice Transactions 10	\$1,835.21



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

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										
10316 - Kimley-Horn & Associates	25803855	Marina Hangar Evaluation- Submission of Hangar Alternatives	Paid by Check # 103361		08/31/2023	09/27/2023	09/27/2023		10/20/2023	2,250.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$2,250.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$2,250.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$2,250.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$2,250.00</u>
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	1		<u>\$2,250.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/20/23 - 10/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11382 - Telemetrix - John K. Cohan	4178	Access Cards and consulting	Paid by Check # 103374		09/26/2023	09/27/2023	09/27/2023		10/20/2023	810.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			<u>\$810.00</u>
Account 6360.030 - Maint & Repairs AWOS Svc & Maint										
11382 - Telemetrix - John K. Cohan	4180	Service Call for AWOS (Evaluation)	Paid by Check # 103374		09/26/2023	10/03/2023	09/27/2023		10/20/2023	270.00
Account 6360.030 - Maint & Repairs AWOS Svc & Maint Totals							Invoice Transactions 1			<u>\$270.00</u>
Account 6360.440 - Maint & Repairs Landscape General										
10154 - Commercial Environment Landscape	4660-1023	Airport Landscape Services (in between service)	Paid by EFT # 3829		10/16/2023	10/17/2023	10/17/2023		10/20/2023	590.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions 1			<u>\$590.00</u>
Account 6360.448 - Maint & Repairs Lighting										
11382 - Telemetrix - John K. Cohan	4177	PAPI Lights repair	Paid by Check # 103374		09/25/2023	10/03/2023	09/27/2023		10/20/2023	825.00
Account 6360.448 - Maint & Repairs Lighting Totals							Invoice Transactions 1			<u>\$825.00</u>
Account 6360.566 - Maint & Repairs Other Equipment										
11382 - Telemetrix - John K. Cohan	4178	Access Cards and consulting	Paid by Check # 103374		09/26/2023	09/27/2023	09/27/2023		10/20/2023	975.06
Account 6360.566 - Maint & Repairs Other Equipment Totals							Invoice Transactions 1			<u>\$975.06</u>
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 56 044	781 Neeson Rd (000056 044)	Paid by Check # 103363		09/28/2023	10/16/2023	10/17/2023		10/20/2023	161.34
10349 - Marina Coast Water District	Sept 56 051	721 Neeson Rd (000056 051)	Paid by Check # 103363		09/28/2023	10/16/2023	10/17/2023		10/20/2023	234.09
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 2			<u>\$395.43</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 7			<u>\$3,865.49</u>
Division 000 - Non-Div Totals							Invoice Transactions 7			<u>\$3,865.49</u>
Department 000 - Non-Dept Totals							Invoice Transactions 7			<u>\$3,865.49</u>
Fund 555 - Marina Airport Totals							Invoice Transactions 7			<u>\$3,865.49</u>
Grand Totals							Invoice Transactions 83			<u>\$85,339.25</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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										
11811 - Chaplin and Hill Investigative Services LLC	23-08_04	Chaplin and Hill Investigative Services LLC	Paid by Check # 103394		10/02/2023	10/02/2023	10/02/2023		10/27/2023	1,150.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$1,150.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9946478422	Monthly Verizon Bill-308174766	Paid by EFT # 3860		10/10/2023	10/23/2023	10/23/2023		10/27/2023	227.69
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$227.69
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	140.11
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$140.11
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	331875541001	Office Depot	Paid by Check # 103417		09/19/2023	10/02/2023	10/02/2023		10/27/2023	38.37
10732 - Office Depot-General Account	331875532001	Office Depot	Paid by Check # 103417		09/19/2023	10/02/2023	10/02/2023		10/27/2023	38.23
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 2	\$76.60
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 5	\$1,594.40
Division 000 - Non-Div Totals									Invoice Transactions 5	\$1,594.40
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 5	\$1,594.40
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-21	Service 10/09-19/2023	Paid by EFT # 3858		10/20/2023	10/20/2023	10/20/2023		10/27/2023	3,443.75
Account 6300.216 - Prof Svc Fin - Accounting Services Totals									Invoice Transactions 1	\$3,443.75
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9946478422	Monthly Verizon Bill-308174766	Paid by EFT # 3860		10/10/2023	10/23/2023	10/23/2023		10/27/2023	141.17
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$141.17
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$3,584.92
Division 000 - Non-Div Totals									Invoice Transactions 2	\$3,584.92
Department 130 - Finance Totals									Invoice Transactions 2	\$3,584.92



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10315 - Keyser Marston Associates	0038187	Professional Services - September 2023	Paid by Check # 103406		10/11/2023	10/12/2023	10/12/2023		10/27/2023	2,482.50
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	1		\$2,482.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,482.50
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,482.50
Department 150 - City Attorney Totals							Invoice Transactions	1		\$2,482.50
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11835 - Environmental Innovations, Inc.	2263	Solid Waste Management Services	Paid by Check # 103401		10/12/2023	10/11/2023	10/11/2023		10/27/2023	1,320.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$1,320.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4170733236	Mat Service City Hall	Paid by Check # 103395		10/13/2023	10/20/2023	10/20/2023		10/27/2023	43.72
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$43.72
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20674213	CALNET3-9391023436 (239-461-6578)	Paid by Check # 103388		10/13/2023	10/20/2023	10/20/2023		10/27/2023	63.82
10758 - AT & T CALNET3	20689888	CALNET3-9391023490 (884-9568)	Paid by Check # 103388		10/15/2023	10/20/2023	10/20/2023		10/27/2023	51.11
10758 - AT & T CALNET3	20689883	CALNET3-9391023485 (884-2573)	Paid by Check # 103388		10/15/2023	10/20/2023	10/20/2023		10/27/2023	28.15
10758 - AT & T CALNET3	20689881	CALNET3-9391023482 (884-0985)	Paid by Check # 103388		10/15/2023	10/20/2023	10/20/2023		10/27/2023	27.10
10758 - AT & T CALNET3	20689889	CALNET3-9391023491 (884-9654)	Paid by Check # 103388		10/15/2023	10/20/2023	10/20/2023		10/27/2023	88.10
10758 - AT & T CALNET3	Oct 2023 272-1	CALNET3-9391023446 (384-2721)	Paid by Check # 103388		10/18/2023	10/23/2023	10/23/2023		10/27/2023	2.35
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	6		\$260.63
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 683-2	PG&E 6217294683-2	Paid by Check # 103418		10/18/2023	10/23/2023	10/23/2023		10/27/2023	111.41
10463 - Pacific Gas & Electric	Oct 2023 172-2	PG&E - 5618207172-2	Paid by Check # 103418		10/19/2023	10/23/2023	10/23/2023		10/27/2023	677.52
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	2		\$788.93



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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										
10349 - Marina Coast Water District	000056028	California at Jerry Ct	Paid by Check		07/20/2023	10/17/2023	10/17/2023		10/27/2023	38.22
	072023		# 103409							
10349 - Marina Coast Water District	000056025	327 Reindollar Ave	Paid by Check		10/12/2023	10/18/2023	10/18/2023		10/27/2023	71.92
	101223		# 103409							
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 2	\$110.14
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	779675	Alarm Service - 304 Hillcrest Ave	Paid by EFT # 3855		10/04/2023	10/12/2023	10/12/2023		10/27/2023	255.48
Account 6600.010 - Other Charges Alarm Totals									Invoice Transactions 1	\$255.48
Account 6600.090 - Other Charges Claims, Judgments, Damages										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0041478	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	541.20
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0048963	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	211.60
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0047575	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	312.80
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0036910	MBASIA - Claim for Payment	Paid by Check # 103411		10/10/2023	10/02/2023	10/02/2023		10/27/2023	153.00
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0038468	MBASIA - Claim for Payment	Paid by Check # 103411		10/12/2023	10/02/2023	10/02/2023		10/27/2023	2,666.70
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0041248	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	252.20
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0041739	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	2,685.00
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0041951	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	496.20
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0042237	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	363.20
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0044573	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	449.60
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0044601	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	340.70
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0044945	MBASIA - Claim for Payment	Paid by Check # 103411		10/07/2023	10/02/2023	10/02/2023		10/27/2023	917.80
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0045074	MBASIA - Claim for Payment	Paid by Check # 103411		09/28/2023	10/02/2023	10/02/2023		10/27/2023	167.10
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0045153	MBASIA - Claim for Payment	Paid by Check # 103411		09/30/2023	10/02/2023	10/02/2023		10/27/2023	391.60
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0045400	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	165.60



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6600.090 - Other Charges Claims, Judgments, Damages										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0045496	MBASIA - Claim for Payment	Paid by Check # 103411		10/09/2023	10/02/2023	10/02/2023		10/27/2023	434.40
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0048443	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	469.90
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0049415	MBASIA - Claim for Payment	Paid by Check # 103411		09/27/2023	10/02/2023	10/02/2023		10/27/2023	252.40
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0050620	MBASIA - Claim for Payment	Paid by Check # 103411		10/11/2023	10/02/2023	10/02/2023		10/27/2023	373.20
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0051030	MBASIA - Claim for Payment	Paid by Check # 103411		10/05/2023	10/02/2023	10/02/2023		10/27/2023	499.30
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0051151	MBASIA - Claim for Payment	Paid by Check # 103411		10/01/2023	10/02/2023	10/02/2023		10/27/2023	276.20
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0051948	MBASIA - Claim for Payment	Paid by Check # 103411		10/06/2023	10/02/2023	10/02/2023		10/27/2023	208.30
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0052159	MBASIA - Claim for Payment	Paid by Check # 103411		10/03/2023	10/02/2023	10/02/2023		10/27/2023	344.10
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0052640	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	761.20
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0053615	MBASIA - Claim for Payment	Paid by Check # 103411		10/08/2023	10/02/2023	10/02/2023		10/27/2023	256.80
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0054249	MBASIA - Claim for Payment	Paid by Check # 103411		09/26/2023	10/02/2023	10/02/2023		10/27/2023	315.00
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0054313	MBASIA - Claim for Payment	Paid by Check # 103411		10/13/2023	10/02/2023	10/02/2023		10/27/2023	237.40
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	GHC0057365	MBASIA - Claim for Payment	Paid by Check # 103411		10/14/2023	10/02/2023	10/02/2023		10/27/2023	159.80
Account 6600.090 - Other Charges Claims, Judgments, Damages Totals							Invoice Transactions	28		\$14,702.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	41		\$17,481.20
Division 000 - Non-Div Totals							Invoice Transactions	41		\$17,481.20
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	41		\$17,481.20
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10161 - Copware	86490	Subscription #MSF11355	Paid by Check # 103397		10/02/2023	10/11/2023	10/11/2023		10/27/2023	965.00
10456 - Shred-it USA - Stericycle, Inc.	8004507538	Cust #1000200361	Paid by Check # 103424		08/18/2023	09/21/2023	09/21/2023		10/27/2023	162.03
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$1,127.03



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228670	Janitorial Service - Police/Fire/Airport October 2023	Paid by Check # 103390		10/23/2023	10/24/2023	10/24/2023		10/27/2023	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals										Invoice Transactions 1
										\$1,308.34
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20689912	CALNET3-9391023435 (10/23)	Paid by Check # 103388		10/15/2023	10/20/2023	10/20/2023		10/27/2023	170.73
10053 - AT & T	08-21-23	Acct #051 935-4017 001	Paid by Check # 103387		08/21/2023	09/21/2023	09/21/2023		10/27/2023	95.15
10053 - AT & T	10-01-23	Acct #248 134-7275 428 0	Paid by Check # 103387		10/01/2023	10/11/2023	10/11/2023		10/27/2023	17.13
10758 - AT & T CALNET3	000020396412	BAN #9391023478	Paid by Check # 103388		08/15/2023	09/21/2023	09/21/2023		10/27/2023	55.38
10758 - AT & T CALNET3	000020539692	BAN #9391023478	Paid by Check # 103388		09/15/2023	09/21/2023	09/21/2023		10/27/2023	52.66
10057 - Avaya, Inc.	2221744246	Customer Ref #Orig ZBWV-40552641	Paid by EFT # 3850		09/28/2023	10/11/2023	10/11/2023		10/27/2023	12.49
10374 - Maynard Group Inc.	IN2040338	Acct #AC3746	Paid by Check # 103410		10/01/2023	10/11/2023	10/11/2023		10/27/2023	668.84
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 7
										\$1,072.38
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	08-10-23	Acct #2652040767-2	Paid by Check # 103418		08/10/2023	09/21/2023	09/21/2023		10/27/2023	89.95
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 1
										\$89.95
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	5,324.03
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$5,324.03
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10905 - Taygeta Scientific, Inc.	001072	Marina PD - SentinelOne End Point Detection & Response Module	Paid by Check # 103428		10/11/2023	10/11/2023	10/11/2023		10/27/2023	1,037.50
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals										Invoice Transactions 1
										\$1,037.50
Account 6400.565 - Material & Suppl Office Supplies										
10627 - Zoom Imaging Solutions	IN3714328	Acct # SOS-CIT-1600-Z - City of Marina PD	Paid by Check # 103432		09/27/2023	10/11/2023	10/11/2023		10/27/2023	60.09



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6400.565 - Material & Suppl Office Supplies										
10627 - Zoom Imaging Solutions	IN3696198	Acct # SOS-CIT-1600-Z - City of Marina PD	Paid by Check # 103432		09/20/2023	10/11/2023	10/11/2023		10/27/2023	604.62
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 2
										\$664.71
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-255-85461	Acct #3995-9218-6	Paid by Check # 103402		09/15/2023	09/21/2023	09/21/2023		10/27/2023	4.63
10235 - FedEx	8-278-25246	Acct #3995-9218-6	Paid by Check # 103402		10/06/2023	10/11/2023	10/11/2023		10/27/2023	34.96
Account 6400.635 - Material & Suppl Postage Shipping Totals										Invoice Transactions 2
										\$39.59
Account 6400.800 - Material & Suppl Uniform										
10309 - Salinas Valley Pro Squad	40004	A. Rosas	Paid by Check # 103423		07/13/2023	09/21/2023	09/21/2023		10/27/2023	1,202.83
10309 - Salinas Valley Pro Squad	40059	Peliova	Paid by Check # 103423		08/09/2023	09/21/2023	09/21/2023		10/27/2023	1,202.83
10309 - Salinas Valley Pro Squad	475 A	Parra	Paid by Check # 103423		12/01/2022	09/21/2023	09/21/2023		10/27/2023	362.67
10309 - Salinas Valley Pro Squad	40030	R. Cox	Paid by Check # 103423		07/21/2023	09/21/2023	09/21/2023		10/27/2023	294.95
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 4
										\$3,063.28
Account 6500.620 - Training & Travel POST										
10641 - Carr, Jeffery	05-21-23	Per Diem - J. Carr	Paid by Check # 103433		05/21/2023	09/27/2023	09/27/2023		10/27/2023	207.00
10646 - Cox, Richard	06-25-23	Per Diem - R. Cox	Paid by EFT # 3861		06/25/2023	09/27/2023	09/27/2023		10/27/2023	220.00
10646 - Cox, Richard	06-21-23	Per Diem - R. Cox	Paid by EFT # 3861		06/24/2023	09/27/2023	09/27/2023		10/27/2023	69.00
10226 - Enterprise Rent-A-Car	34101609	Rental Agreement #464329472	Paid by Check # 103400		09/30/2023	10/11/2023	10/11/2023		10/27/2023	338.07
11782 - Ruelas, Kimberly	09-05-23	Per Diem - K. Ruelas	Paid by Check # 103435		09/05/2023	09/27/2023	09/27/2023		10/27/2023	174.00
11417 - Ruiz, Sxochil	09-05-23	Per Diem - S. Ruiz	Paid by Check # 103436		09/05/2023	09/27/2023	09/27/2023		10/27/2023	174.00
10692 - Russo, Steven	05-15-23	Per Diem - S. Russo	Paid by Check # 103437		05/15/2023	09/27/2023	09/27/2023		10/27/2023	40.00
10692 - Russo, Steven	06-21-23	Per Diem - S. Russo	Paid by Check # 103420		06/21/2023	09/27/2023	09/27/2023		10/27/2023	69.00
11760 - Shimabukuro, Rachel	07-31-23	Per Diem - R. Shimabukuro	Paid by Check # 103438		07/31/2023	09/27/2023	09/27/2023		10/27/2023	253.00
Account 6500.620 - Training & Travel POST Totals										Invoice Transactions 9
										\$1,544.07



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6500.700 - Training & Travel Training & Travel										
11555 - Fernando, Erin	09-05-23	Per Diem - E. Fernando	Paid by Check # 103434		09/05/2023	09/27/2023	09/27/2023		10/27/2023	174.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions		1	<u>\$174.00</u>
Account 6600.020 - Other Charges Asset Forfeiture Exp										
11925 - Abraham Cruz	MG2200650	Asset Forfeiture Return	Paid by Check # 103383		10/09/2023	10/20/2023	10/20/2023		10/27/2023	1,954.00
Account 6600.020 - Other Charges Asset Forfeiture Exp Totals							Invoice Transactions		1	<u>\$1,954.00</u>
Account 6600.465 - Other Charges Live Scan										
10193 - California Department of Justice	665381	Cust #110312	Paid by Check # 103392		06/30/2023	09/21/2023	09/21/2023		10/27/2023	288.00
10193 - California Department of Justice	671711	Cust #110312	Paid by Check # 103392		08/04/2023	09/21/2023	09/21/2023		10/27/2023	384.00
Account 6600.465 - Other Charges Live Scan Totals							Invoice Transactions		2	<u>\$672.00</u>
Account 6600.485 - Other Charges Medical Svc - Investigations										
10157 - Community Hospital of the Monterey Peninsula	09-08-23	Guarantor #12252	Paid by Check # 103396		09/08/2023	09/21/2023	09/21/2023		10/27/2023	27.00
10445 - Natividad Medical Center	08-29-23	Marina Police Department	Paid by Check # 103415		08/29/2023	09/21/2023	09/21/2023		10/27/2023	62.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions		2	<u>\$89.00</u>
Account 6600.780 - Other Charges Transcription Svc										
10326 - Language Line, LLC	11107359	Acct #9020101064	Paid by Check # 103408		09/30/2023	10/11/2023	10/11/2023		10/27/2023	40.42
10544 - SpeakWrite	1f31cf34	City of Marina CA Police Dept Billing Acct	Paid by Check # 103427		09/01/2023	09/21/2023	09/21/2023		10/27/2023	1,431.54
Account 6600.780 - Other Charges Transcription Svc Totals							Invoice Transactions		2	<u>\$1,471.96</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		38	<u>\$19,631.84</u>
Division 000 - Non-Div Totals							Invoice Transactions		38	<u>\$19,631.84</u>
Department 210 - Police Totals							Invoice Transactions		38	<u>\$19,631.84</u>
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10627 - Zoom Imaging Solutions	IN3748900	Maintenance Contract - 07/17/23 to 10/16/23	Paid by Check # 103432		10/16/2023	10/24/2023	10/24/2023		10/27/2023	57.90
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	<u>\$57.90</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228670	Janitorial Service - Police/Fire/Airport October 2023	Paid by Check # 103390		10/23/2023	10/24/2023	10/24/2023		10/27/2023	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	<u>\$516.66</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	1,945.51
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	<u>\$1,945.51</u>
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	250788	Helium for Open House, Oxygen refill	Paid by Check # 103419		10/10/2023	10/24/2023	10/24/2023		10/27/2023	189.35
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals									Invoice Transactions 1	<u>\$189.35</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	086609	Fasteners	Paid by Check # 103384		10/17/2023	10/24/2023	10/24/2023		10/27/2023	2.36
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	<u>\$2.36</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 5	<u>\$2,711.78</u>
Division 000 - Non-Div Totals									Invoice Transactions 5	<u>\$2,711.78</u>
Department 250 - Fire Totals									Invoice Transactions 5	<u>\$2,711.78</u>
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10181 - Dave's Repair Service	35803DG	Fuel Logs	Paid by Check # 103398		10/06/2023	10/18/2023	10/18/2023		10/27/2023	67.50
10181 - Dave's Repair Service	35802DG	Monthly Site Inspections as Designated Operator	Paid by Check # 103398		10/02/2023	10/18/2023	10/18/2023		10/27/2023	95.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 2	<u>\$162.50</u>
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0156739	3126 Shoemaker at Pong Rodents	Paid by Check # 103403		10/07/2023	10/11/2023	10/11/2023		10/27/2023	80.00
10250 - Gavilan Pest Control	0156737	120 Seaside Circle Rodents	Paid by Check # 103403		10/07/2023	10/11/2023	10/11/2023		10/27/2023	80.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 2	<u>\$160.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6360.445 - Maint & Repairs Maint - Perc Ponds										
10090 - California Department of Forestry and Fire Pr.	0000001539820	Gabilan Camp Reimbursement	Paid by Check # 103391		10/11/2023	10/11/2023	10/11/2023		10/27/2023	2,952.04
Account 6360.445 - Maint & Repairs Maint - Perc Ponds Totals										Invoice Transactions 1
										\$2,952.04
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086592	Bee Foam	Paid by Check # 103385		10/16/2023	10/16/2023	10/16/2023		10/27/2023	32.74
10728 - Ace Hardware-Public Works	086581	Rags and Bags	Paid by Check # 103385		10/13/2023	10/16/2023	10/16/2023		10/27/2023	34.94
10728 - Ace Hardware-Public Works	086606	Fasteners	Paid by Check # 103385		10/17/2023	10/17/2023	10/17/2023		10/27/2023	8.98
10728 - Ace Hardware-Public Works	086605	Drill Bit/Fasteners	Paid by Check # 103385		10/17/2023	10/18/2023	10/18/2023		10/27/2023	26.53
10728 - Ace Hardware-Public Works	086611	Hardware	Paid by Check # 103385		10/17/2023	10/18/2023	10/18/2023		10/27/2023	39.32
10728 - Ace Hardware-Public Works	086596	Fasteners	Paid by Check # 103385		10/16/2023	10/18/2023	10/18/2023		10/27/2023	7.82
10728 - Ace Hardware-Public Works	086603	Fasteners	Paid by Check # 103385		10/17/2023	10/18/2023	10/18/2023		10/27/2023	11.89
10728 - Ace Hardware-Public Works	086612	Adj Duel	Paid by Check # 103385		10/17/2023	10/19/2023	10/19/2023		10/27/2023	10.91
10618 - IDN-Wilco	10268666-01	Padlocks	Paid by Check # 103405		10/11/2023	10/18/2023	10/18/2023		10/27/2023	274.27
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 9
										\$447.40
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056099 092823	9th Street West of 2nd Avenue	Paid by Check # 103409		09/28/2023	10/11/2023	10/11/2023		10/27/2023	790.33
10349 - Marina Coast Water District	000056100 092823	9th Street (Irrigation) Parcels L&M	Paid by Check # 103409		09/28/2023	10/11/2023	10/11/2023		10/27/2023	758.43
10349 - Marina Coast Water District	000056014 100623	3200 Del Monte Blvd	Paid by Check # 103409		10/06/2023	10/16/2023	10/16/2023		10/27/2023	2,499.27
10349 - Marina Coast Water District	000056098 100623	3254 Abdy Way (Tate Park-Building)	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	52.60
10349 - Marina Coast Water District	000056011 100623	3254 Abdy Way (Tate-Park Irrigation)	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	1,669.64
10349 - Marina Coast Water District	000056034 100623	3240 De Forest Road	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	512.00
10349 - Marina Coast Water District	000056061 072023	Reservation/Locke Paddon Park	Paid by Check # 103409		07/20/2023	10/17/2023	10/17/2023		10/27/2023	89.51
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 7
										\$6,371.78



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	210.14
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	<u>\$210.14</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10233 - Fastenal Company	CASAL160287	Premixed	Paid by EFT # 3854		07/24/2023	10/11/2023	10/11/2023		10/27/2023	692.00
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	<u>\$692.00</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110323706	Uniforms/Shop Supplies	Paid by Check # 103386		10/13/2023	10/16/2023	10/16/2023		10/27/2023	77.11
10043 - Aramark Uniform Service	5110323705	PW Uniforms	Paid by Check # 103386		10/13/2023	10/16/2023	10/16/2023		10/27/2023	426.53
10043 - Aramark Uniform Service	5110328103	PW Uniforms/Supplies	Paid by Check # 103386		10/20/2023	10/23/2023	10/23/2023		10/27/2023	77.11
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 3	<u>\$580.75</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 26	<u>\$11,576.61</u>
Division 311 - Buildings & Grounds Totals									Invoice Transactions 26	<u>\$11,576.61</u>
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10825 - East Bay Tire Co.	1982309	Tires	Paid by Check # 103399		10/12/2023	10/16/2023	10/16/2023		10/27/2023	1,444.06
10825 - East Bay Tire Co.	1978173	FD Rear Axle	Paid by Check # 103399		10/11/2023	10/17/2023	10/17/2023		10/27/2023	3,652.19
10527 - Safety-Kleen Corp.	92891634	Fuel	Paid by Check # 103421		10/17/2023	10/18/2023	10/18/2023		10/27/2023	254.32
10528 - Salinas Valley Ford	106351	22 Ford F150	Paid by Check # 103422		10/11/2023	10/11/2023	10/11/2023		10/27/2023	337.27
11681 - South Coast Emergency Vehicle Service	515619-Add	FD	Paid by Check # 103426		09/27/2023	10/11/2023	10/11/2023		10/27/2023	5,842.25
11926 - THE PAPE' GROUP, INC./PAPE' MACHINERY, INC.	14835593	Ryan Parts	Paid by Check # 103429		10/11/2023	10/19/2023	10/19/2023		10/27/2023	312.42
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 6	<u>\$11,842.51</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 6	<u>\$11,842.51</u>
Division 313 - Vehicle Maint Totals									Invoice Transactions 6	<u>\$11,842.51</u>
Department 310 - Public Works Totals									Invoice Transactions 32	<u>\$23,419.12</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10508 - Regional Government Services	15639-Add	Planning - Brass Taps - August 2023-Add	Paid by EFT # 3857		08/31/2023	10/19/2023	10/19/2023		10/27/2023	3.00
Account 6300.610 - Prof Svc Planning - Consultant Totals										Invoice Transactions 1
										\$3.00
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	53542	Marina Station	Paid by EFT # 3852		10/16/2023	10/18/2023	10/18/2023		10/27/2023	12,240.00
10316 - Kimley-Horn & Associates	26070123	Marina Station Traffic	Paid by Check # 103407		09/30/2023	10/17/2023	10/17/2023		10/27/2023	9,479.00
10508 - Regional Government Services	15782	Harvey Dadwall Gas Station-September 2023	Paid by EFT # 3857		09/30/2023	10/19/2023	10/19/2023		10/27/2023	492.70
Account 6330.100 - Fee Agr Costs - Planning Totals										Invoice Transactions 3
										\$22,211.70
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9946478422	Monthly Verizon Bill-308174766	Paid by EFT # 3860		10/10/2023	10/23/2023	10/23/2023		10/27/2023	103.21
Account 6380.120 - Utilities Comm Mobile & Pager Totals										Invoice Transactions 1
										\$103.21
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	140.11
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$140.11
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 6
										\$22,458.02
Division 000 - Non-Div Totals										Invoice Transactions 6
										\$22,458.02
Department 410 - Planning Totals										Invoice Transactions 6
										\$22,458.02
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	53544	Sea Haven Inspections Phase 4	Paid by EFT # 3852		10/16/2023	10/20/2023	10/20/2023		10/27/2023	11,880.00
10171 - CSG Consultants	53538	Dunes Phase 2 North Inspections	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	5,857.50
10171 - CSG Consultants	53543	Sea Haven Inspections Phase 3B	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	3,630.00
10171 - CSG Consultants	53546	Sea Haven Phase 3A Inspections	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	3,575.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals										Invoice Transactions 4
										\$24,942.50
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	53530	Professional Services	Paid by EFT # 3852		10/16/2023	10/20/2023	10/20/2023		10/27/2023	16,225.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	53540	Dunes Phase 3 East	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	220.00
10171 - CSG Consultants	53545	Sea Haven Phase 3 Map/Plan Review	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	1,755.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals								Invoice Transactions	3	\$18,200.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	53530	Professional Services	Paid by EFT # 3852		10/16/2023	10/20/2023	10/20/2023		10/27/2023	5,830.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals								Invoice Transactions	1	\$5,830.00
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	53530	Professional Services	Paid by EFT # 3852		10/16/2023	10/20/2023	10/20/2023		10/27/2023	1,595.00
10427 - Monterey Regional Waste Management District	03-SB13832223 -F	FY 2022-2023 Annual SB 1383	Paid by Check # 103414		10/19/2023	10/20/2023	10/20/2023		10/27/2023	14,701.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals								Invoice Transactions	2	\$16,296.00
Account 6300.570 - Prof Svc Other										
10508 - Regional Government Services	15749	Contracted Services for September	Paid by EFT # 3857		09/30/2023	10/18/2023	10/18/2023		10/27/2023	1,080.52
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	1	\$1,080.52
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	53531	200 Reservation Rd (Starbucks)	Paid by EFT # 3852		10/16/2023	10/19/2023	10/19/2023		10/27/2023	3,300.00
10171 - CSG Consultants	53533	Dunes Hilltop Park Inspections	Paid by EFT # 3852		10/16/2023	10/19/2023	10/19/2023		10/27/2023	3,217.50
10171 - CSG Consultants	53534	Dunes Op Site 1A	Paid by EFT # 3852		10/16/2023	10/19/2023	10/19/2023		10/27/2023	1,540.00
10171 - CSG Consultants	53535	Dunes Phase 1B Promenade	Paid by EFT # 3852		10/16/2023	10/19/2023	10/19/2023		10/27/2023	5,090.00
10171 - CSG Consultants	53536	Dunes Phase 2 West	Paid by EFT # 3852		10/16/2023	10/19/2023	10/19/2023		10/27/2023	5,165.00
10171 - CSG Consultants	53537	Dunes Phase 2 East Inspections	Paid by EFT # 3852		10/16/2023	10/19/2023	10/19/2023		10/27/2023	4,647.50
10171 - CSG Consultants	53539	Dunes Phase 2 West Inspections	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	6,902.50
10171 - CSG Consultants	53541	Home2Suites by Hilton	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	1,815.00
10171 - CSG Consultants	53548	USA Properties BMR Site 1	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	330.00
10171 - CSG Consultants	53549	Via Del Mar	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	3,920.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	53550	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	6,490.00
Account 6330.200 - Fee Agr Costs - Engineering Totals							Invoice Transactions	11		\$42,417.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	22		\$108,766.52
Division 000 - Non-Div Totals							Invoice Transactions	22		\$108,766.52
Department 420 - Engineering Totals							Invoice Transactions	22		\$108,766.52
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	B231721	Building Plan Review Services September 2023	Paid by EFT # 3852		10/02/2023	10/11/2023	10/11/2023		10/27/2023	6,776.80
10171 - CSG Consultants	53547	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	8,387.50
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	2		\$15,164.30
Account 6300.100 - Prof Svc Code Enforcement										
10171 - CSG Consultants	53670	Marina Code Enforcement Services- 8/26-9/29/23	Paid by EFT # 3852		10/19/2023	10/24/2023	10/24/2023		10/27/2023	2,250.00
Account 6300.100 - Prof Svc Code Enforcement Totals							Invoice Transactions	1		\$2,250.00
Account 6300.570 - Prof Svc Other										
11762 - Raimi + Associates, Inc	23-6017	Professional services- September 2023	Paid by EFT # 3856		10/20/2023	10/20/2023	10/20/2023		10/27/2023	19,907.85
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$19,907.85
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$37,322.15
Division 000 - Non-Div Totals							Invoice Transactions	4		\$37,322.15
Department 430 - Building Inspection Totals							Invoice Transactions	4		\$37,322.15



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Oct 2023 520 5	AT&T 831-582-9957 520 5	Paid by Check # 103387		10/13/2023	10/20/2023	10/20/2023		10/27/2023	328.19
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 1			<u>\$328.19</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	350.27
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			<u>\$350.27</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			<u>\$678.46</u>
Division 100 - Admin Totals							Invoice Transactions 2			<u>\$678.46</u>
Department 510 - Recreation & Culture Totals							Invoice Transactions 2			<u>\$678.46</u>
Fund 100 - General Fund Totals							Invoice Transactions 158			<u>\$240,130.91</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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.Oct23	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 103418		10/16/2023	10/19/2023	10/19/2023		10/27/2023	41.75
10463 - Pacific Gas & Electric	Oct 2023 851-0	PG&E - 3440977851-0	Paid by Check # 103418		10/16/2023	10/20/2023	10/20/2023		10/27/2023	189.30
10463 - Pacific Gas & Electric	Oct 2023 827-8	PG&E - 0423929827-8	Paid by Check # 103418		10/13/2023	10/20/2023	10/20/2023		10/27/2023	134.75
10463 - Pacific Gas & Electric	Oct 2023 535-3	PG&E - 6161832535-3	Paid by Check # 103418		10/13/2023	10/20/2023	10/20/2023		10/27/2023	271.04
10463 - Pacific Gas & Electric	Oct 683-2	PG&E 6217294683-2	Paid by Check # 103418		10/18/2023	10/23/2023	10/23/2023		10/27/2023	743.08
10463 - Pacific Gas & Electric	533-8 Oct 2023	PG&E - 2253666533-8	Paid by Check # 103418		10/18/2023	10/23/2023	10/23/2023		10/27/2023	141.87
10463 - Pacific Gas & Electric	Oct 2023	PG&E - 5996678362-9	Paid by Check # 103418		10/19/2023	10/23/2023	10/23/2023		10/27/2023	137.02
Account 6380.300 - Utilities Gas & Electric Totals Invoice Transactions 7										\$1,658.81
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056036 092823	2nd Ave/Divarty & Intergarrison	Paid by Check # 103409		09/28/2023	10/11/2023	10/11/2023		10/27/2023	195.51
10349 - Marina Coast Water District	000056037 092823	2nd Ave	Paid by Check # 103409		09/28/2023	10/11/2023	10/11/2023		10/27/2023	177.74
10349 - Marina Coast Water District	000056095 092823	2nd Ave	Paid by Check # 103409		09/28/2023	10/11/2023	10/11/2023		10/27/2023	177.74
10349 - Marina Coast Water District	000056049 092823	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 103409		09/28/2023	10/16/2023	10/16/2023		10/27/2023	227.85
10349 - Marina Coast Water District	000056032 100623	Crescent Ave/Costa Del Mar East Side	Paid by Check # 103409		10/06/2023	10/16/2023	10/16/2023		10/27/2023	62.91
10349 - Marina Coast Water District	000056008 100623	Reservation & Del Monte	Paid by Check # 103409		10/06/2023	10/16/2023	10/16/2023		10/27/2023	28.34
10349 - Marina Coast Water District	000056030 100623	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	38.22
10349 - Marina Coast Water District	000056085 100623	Crescent/Whitney Irrigation	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	28.34
10349 - Marina Coast Water District	000056086 100623	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	28.34
10349 - Marina Coast Water District	000056087 100623	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	28.34
10349 - Marina Coast Water District	000056084 100623	Crescent/Shuler/Irrigation	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	28.34
10349 - Marina Coast Water District	000056027 101223	Calif Ave at Reindollar	Paid by Check # 103409		10/12/2023	10/18/2023	10/18/2023		10/27/2023	38.22



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056007 101223	Calif Ave/North of 3rd	Paid by Check # 103409		10/12/2023	10/18/2023	10/18/2023		10/27/2023	92.55
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		13	\$1,152.44
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10233 - Fastenal Company	CASAL160347	Premixed	Paid by EFT # 3854		07/27/2023	10/11/2023	10/11/2023		10/27/2023	261.94
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	961.38
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		2	\$1,223.32
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	157758	Yield 30"x30"	Paid by Check # 103393		10/04/2023	10/16/2023	10/16/2023		10/27/2023	446.00
Account 6400.733 - Material & Suppl Signs Totals							Invoice Transactions		1	\$446.00
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	14225799 101323	209 Cypress Ave	Paid by Check # 103425		10/13/2023	10/16/2023	10/16/2023		10/27/2023	162.89
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions		1	\$162.89
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	20330	Traffic Signal Maintenance	Paid by Check # 103389		09/28/2023	10/11/2023	10/11/2023		10/27/2023	250.00
11515 - Nor Cal Signal Supply - Ellen Lynnette Poole	1254-1	Ped Pole	Paid by Check # 103416		10/16/2023	10/16/2023	10/16/2023		10/27/2023	1,236.71
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions		2	\$1,486.71
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		26	\$6,130.17
Division 000 - Non-Div Totals							Invoice Transactions		26	\$6,130.17
Department 000 - Non-Dept Totals							Invoice Transactions		26	\$6,130.17
Fund 220 - Gas Tax Totals							Invoice Transactions		26	\$6,130.17



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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.	60720	Program Management	Paid by Check # 103430		10/20/2023	10/23/2023	10/23/2023		10/27/2023	1,929.04
11489 - Wallace Group, Inc.	60630	Blight Removal	Paid by Check # 103430		10/17/2023	10/18/2023	10/18/2023	10/17/2023	10/27/2023	2,808.75
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		<u>\$4,737.79</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$4,737.79</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$4,737.79</u>
Department 000 - Non-Dept Totals							Invoice Transactions	2		<u>\$4,737.79</u>
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		<u>\$4,737.79</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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	53551	Cypress Cove II	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	220.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals									Invoice Transactions 1	\$220.00
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056015 100623	Corner of Cardoza & Dolphin Circle	Paid by Check # 103409		10/06/2023	10/17/2023	10/17/2023		10/27/2023	62.91
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$62.91
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$282.91
Division 000 - Non-Div Totals									Invoice Transactions 2	\$282.91
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$282.91
Fund 235 - Cypress Cove II AD Totals									Invoice Transactions 2	\$282.91



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	60720	Program Management	Paid by Check # 103430		10/20/2023	10/23/2023	10/23/2023		10/27/2023	1,689.04
10171 - CSG Consultants	53552	Annual Street Resurfacing	Paid by EFT # 3852		10/16/2023	10/23/2023	10/23/2023		10/27/2023	1,320.00
10420 - Monterey County Weekly	268-090198- 00002	Notice of Public Hearing	Paid by Check # 103413		09/21/2023	10/19/2023	10/19/2023		10/27/2023	420.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$3,429.04
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$3,429.04
Division 000 - Non-Div Totals							Invoice Transactions	3		\$3,429.04
Department 000 - Non-Dept Totals							Invoice Transactions	3		\$3,429.04
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	3		\$3,429.04



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

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.	60557	Airport Fuel Farm 100LL Tank Replacement	Paid by Check # 103430		10/17/2023	10/19/2023	10/19/2023		10/27/2023	188.75
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$188.75</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$188.75</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$188.75</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$188.75</u>
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	1		<u>\$188.75</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10171 - CSG Consultants	53528	Imjin Widening	Paid by EFT # 3852		10/16/2023	10/20/2023	10/20/2023		10/27/2023	10,340.00
10268 - Harris & Associates	59577	Imjin Parkway Improvement Plan	Paid by Check # 103404		10/06/2023	10/18/2023	10/18/2023		10/27/2023	44,821.74
10316 - Kimley-Horn & Associates	097789008-0623	Imjin Parkway PS&E	Paid by Check # 103407		06/30/2023	10/18/2023	10/18/2023		10/27/2023	19,685.00
10316 - Kimley-Horn & Associates	097789008-0923	Imjin Parkway PS&E	Paid by Check # 103407		09/30/2023	10/20/2023	10/20/2023		10/27/2023	31,205.50
11489 - Wallace Group, Inc.	60720	Program Management	Paid by Check # 103430		10/20/2023	10/23/2023	10/23/2023		10/27/2023	16,294.37
10617 - Whitson Engineers	0030297	Locke Paddon Park Survey	Paid by Check # 103431		10/12/2023	10/16/2023	10/16/2023		10/27/2023	15,830.00
10728 - Ace Hardware-Public Works	086628	Supplies for MLK	Paid by Check # 103385		10/18/2023	10/19/2023	10/19/2023		10/27/2023	86.86
10728 - Ace Hardware-Public Works	086641	MLK	Paid by Check # 103385		10/20/2023	10/19/2023	10/19/2023		10/27/2023	43.67
10171 - CSG Consultants	53526	EDC 2124 PFIF Update	Paid by EFT # 3852		10/16/2023	10/18/2023	10/18/2023		10/27/2023	880.00
10420 - Monterey County Weekly	269-090198-00002	General Building Improvements on Call Contract	Paid by Check # 103413		09/28/2023	10/19/2023	10/19/2023		10/27/2023	280.88
10515 - Rincon Consultants, Inc.	50735	Marina Equestrian Center	Paid by EFT # 3859		09/12/2023	10/16/2023	10/16/2023		10/27/2023	1,689.75
10515 - Rincon Consultants, Inc.	51711	Marina Downtown Vitalization SP-September 2023	Paid by EFT # 3859		10/16/2023	10/17/2023	10/17/2023		10/27/2023	5,391.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	12		<u>\$146,548.77</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	12		<u>\$146,548.77</u>
Division 000 - Non-Div Totals							Invoice Transactions	12		<u>\$146,548.77</u>
Department 000 - Non-Dept Totals							Invoice Transactions	12		<u>\$146,548.77</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	12		<u>\$146,548.77</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10315 - Keyser Marston Associates	0038187	Professional Services - September 2023	Paid by Check # 103406		10/11/2023	10/12/2023	10/12/2023		10/27/2023	1,843.75
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions 1			<u>1,843.75</u>
Account 6360.030 - Maint & Repairs AWOS Svc & Maint										
10970 - DBT Transportation Services, LLC	2551802	AWOS Maintenance	Paid by EFT # 3853		08/08/2023	09/07/2023	10/20/2023		10/27/2023	4,724.36
10970 - DBT Transportation Services, LLC	2552094	Troubleshoot AWOS	Paid by EFT # 3853		09/26/2023	10/26/2023	10/20/2023		10/27/2023	5,394.00
Account 6360.030 - Maint & Repairs AWOS Svc & Maint Totals							Invoice Transactions 2			<u>\$10,118.36</u>
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228670	Janitorial Service - Police/Fire/Airport October 2023	Paid by Check # 103390		10/23/2023	10/24/2023	10/24/2023		10/27/2023	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			<u>\$410.00</u>
Account 6360.440 - Maint & Repairs Landscape General										
10154 - Commercial Environment Landscape	2796-1023	Weekly Landscape Services for October 2023	Paid by EFT # 3851		10/19/2023	10/20/2023	10/20/2023		10/27/2023	2,900.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions 1			<u>\$2,900.00</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9946478422	Monthly Verizon Bill- 308174766	Paid by EFT # 3860		10/10/2023	10/23/2023	10/23/2023		10/27/2023	52.39
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>\$52.39</u>
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept Oct 767-2	751 Neeson Rd Bldg 526	Paid by Check # 103418		10/11/2023	10/30/2023	10/20/2023		10/27/2023	58.05
10463 - Pacific Gas & Electric	Sept Oct 288-5	781 Neeson Rd Bldg 520	Paid by Check # 103418		10/11/2023	10/30/2023	10/20/2023		10/27/2023	332.66
10463 - Pacific Gas & Electric	Sept Oct 694-1	721 Neeson Rd Bldg 533	Paid by Check # 103418		10/11/2023	10/27/2023	10/20/2023		10/27/2023	814.66
10463 - Pacific Gas & Electric	Sept-Oct 451-7	3271 Imjin Rd	Paid by Check # 103418		10/10/2023	10/27/2023	10/20/2023		10/27/2023	498.21
10463 - Pacific Gas & Electric	Sept Oct 347-0	3263 Imjin Rd. Bldg 519	Paid by Check # 103418		10/10/2023	10/27/2023	10/20/2023		10/27/2023	698.67
10463 - Pacific Gas & Electric	Sept-Oct 608-2	3260 Imjijn Rd Bldg 514	Paid by Check # 103418		10/11/2023	10/30/2023	10/20/2023		10/27/2023	919.32
10463 - Pacific Gas & Electric	Sept-Oct 103-6	3200 Imjin Rd	Paid by Check # 103418		10/10/2023	10/27/2023	10/20/2023		10/27/2023	4,208.72



Accounts Payable by G/L Distribution Report

Payment Date Range 10/27/23 - 10/27/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 683-2	PG&E 6217294683-2	Paid by Check # 103418		10/18/2023	10/23/2023	10/23/2023		10/27/2023	65.05
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions		8	\$7,595.34
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0242890-IN	City Fuel	Paid by Check # 103412		10/10/2023	10/16/2023	10/16/2023		10/27/2023	210.16
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$210.16
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		15	\$23,130.00
Division 000 - Non-Div Totals							Invoice Transactions		15	\$23,130.00
Department 000 - Non-Dept Totals							Invoice Transactions		15	\$23,130.00
Fund 555 - Marina Airport Totals							Invoice Transactions		15	\$23,130.00
Grand Totals							Invoice Transactions		219	\$424,578.34



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.465 - Prof Svc Legal - Special Counsel										
11505 - Shartsis Friese LLP	5481837	Professional Services - MPWSP - September 2023	Paid by Check # 103467		10/27/2023	10/30/2023	10/30/2023		11/03/2023	299,700.31
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions	1		\$299,700.31
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$299,700.31
Division 000 - Non-Div Totals							Invoice Transactions	1		\$299,700.31
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	1		\$299,700.31
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	11301	IT Support - October 2023	Paid by EFT # 3882		11/01/2023	11/01/2023	11/01/2023		11/03/2023	11,400.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions	1		\$11,400.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	11313	Veeam Virtual Backup Monthly Subscription - November 2023	Paid by EFT # 3882		11/01/2023	11/01/2023	11/01/2023		11/03/2023	380.00
10897 - TechRx Technology Services	11316	Ninite Monthly Subscription - November 2023	Paid by EFT # 3882		11/01/2023	11/01/2023	11/01/2023		11/03/2023	112.50
10897 - TechRx Technology Services	11180	Amazon Glacier Terabyte Storage	Paid by EFT # 3882		11/01/2023	11/01/2023	11/01/2023		11/03/2023	1,122.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions	3		\$1,614.50
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade										
10897 - TechRx Technology Services	11302	Citywide MS Office 365 - November 2023	Paid by EFT # 3882		11/01/2023	11/01/2023	11/01/2023		11/03/2023	2,260.20
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade Totals							Invoice Transactions	1		\$2,260.20
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$15,274.70
Division 000 - Non-Div Totals							Invoice Transactions	5		\$15,274.70
Department 125 - I. T. Totals							Invoice Transactions	5		\$15,274.70



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10143 - Civicplus	278399	Civic Rec Software	Paid by EFT # 3877		10/13/2023	10/13/2023	10/13/2023		11/03/2023	22,835.00
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions	1		\$22,835.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$22,835.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$22,835.00
Department 130 - Finance Totals							Invoice Transactions	1		\$22,835.00
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11718 - Noland, Hamerly, Etienne & Hoss	237854	Professional Legal Services - Sept-Oct 2023	Paid by Check # 103461		10/23/2023	10/26/2023	10/26/2023		11/03/2023	34,032.25
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	1		\$34,032.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$34,032.25
Division 000 - Non-Div Totals							Invoice Transactions	1		\$34,032.25
Department 150 - City Attorney Totals							Invoice Transactions	1		\$34,032.25
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.200 - Medical Dental										
10737 - Premier Access Insurance-Premium Payment	11-01-23.	Dental Claim (11.2023)	Paid by Check # 103473		11/01/2023	11/01/2023	11/01/2023		11/03/2023	(3,088.60)
Account 6150.200 - Medical Dental Totals							Invoice Transactions	1		(\$3,088.60)
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	11-01-23	VSP Adjustment (11/2023)	Paid by Check # 103475		11/01/2023	11/01/2023	11/01/2023		11/03/2023	(20.82)
Account 6150.500 - Medical Vision Totals							Invoice Transactions	1		(\$20.82)
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056017 101223	208-A Palm Ave	Paid by Check # 103457		10/12/2023	10/25/2023	10/25/2023		11/03/2023	84.08
10349 - Marina Coast Water District	000056020 101223	304 Hillcrest Ave	Paid by Check # 103457		10/12/2023	10/25/2023	10/25/2023		11/03/2023	107.86



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056018 101223	208 Palm Ave	Paid by Check # 103457		10/12/2023	10/25/2023	10/25/2023		11/03/2023	142.13
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	3		\$334.07
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		(\$2,775.35)
Division 000 - Non-Div Totals							Invoice Transactions	5		(\$2,775.35)
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	5		(\$2,775.35)
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11788 - City Management Advisors LLC - Peckham & McKenney	Invoice #3E	Professional Services - Police Chief Recruitment, Second Process	Paid by Check # 103446		10/19/2023	10/24/2023	10/24/2023		11/03/2023	13,000.00
10334 - Lexis Nexis Risk Solutions	1308841- 20230930	Billing ID #1308841	Paid by Check # 103456		09/30/2023	10/19/2023	10/19/2023		11/03/2023	150.00
11927 - Steven Wagy - Refunds Only	10-25-23	Overpayment -Refund / PMAM Alarm	Paid by Check # 103468		10/25/2023	10/25/2023	10/25/2023		11/03/2023	186.63
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$13,336.63
Account 6360.570 - Maint & Repairs Other Svc Agr										
10981 - Sentry Alarm Systems of America, Inc.	2232200	Cust #1840	Paid by Check # 103466		10/15/2023	10/19/2023	10/19/2023		11/03/2023	150.00
10981 - Sentry Alarm Systems of America, Inc.	2232199	Cust #1840	Paid by Check # 103466		10/15/2023	10/19/2023	10/19/2023		11/03/2023	540.90
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	2		\$690.90
Account 6360.850 - Maint & Repairs Vehicle										
11931 - WAND NEWCO 3, INC/CALIBER COLLISION	98010651	2020 CHRY Voyager LX 4D Van	Paid by Check # 103476		10/27/2023	10/31/2023	10/31/2023		11/03/2023	10,732.47
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	1		\$10,732.47
Account 6380.150 - Utilities Comm Phone System										
10057 - Avaya, Inc.	2734741955	Acct #0100828859	Paid by EFT # 3876		10/04/2023	10/19/2023	10/19/2023		11/03/2023	12.49
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$12.49



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
11740 - LEFTA International Business	INV-002321	Annual License Fee	Paid by EFT # 3878		10/09/2023	10/19/2023	10/19/2023		11/03/2023	5,562.00
Information Tech - LEFTA										
11673 - Mark43, Inc.	INV0939	RMS 4: RMS Warrants Module	Paid by EFT # 3879		08/14/2023	10/19/2023	10/19/2023		11/03/2023	1,706.63
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals								Invoice Transactions	2	\$7,268.63
Account 6400.565 - Material & Suppl Office Supplies										
10582 - Uline Shipping Supply	168805638	Cust #18038297	Paid by Check # 103469		09/22/2023	10/19/2023	10/19/2023		11/03/2023	109.73
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	1	\$109.73
Account 6400.800 - Material & Suppl Uniform										
10309 - Salinas Valley Pro Squad	40181	Santana	Paid by Check # 103465		09/26/2023	10/19/2023	10/19/2023		11/03/2023	1,364.52
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions	1	\$1,364.52
Account 6600.465 - Other Charges Live Scan										
10193 - California Department of Justice	685066	Cust #110312	Paid by Check # 103445		10/04/2023	10/19/2023	10/19/2023		11/03/2023	420.00
Account 6600.465 - Other Charges Live Scan Totals								Invoice Transactions	1	\$420.00
Account 6600.485 - Other Charges Medical Svc - Investigations										
10157 - Community Hospital of the Monterey Peninsula	10-08-23	Guarantor #12252	Paid by Check # 103448		10/08/2023	10/19/2023	10/19/2023		11/03/2023	27.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals								Invoice Transactions	1	\$27.00
Account 6600.490 - Other Charges Membership Prof Orgs										
10380 - MCCLEOA	23-102	2023/2024 MCCLEOA Dues	Paid by Check # 103458		09/01/2023	10/19/2023	10/19/2023		11/03/2023	300.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals								Invoice Transactions	1	\$300.00
Account 6600.625 - Other Charges Printing Svc										
11790 - Quality Print & Copy	23685	Vehicle Check/Parking Warning	Paid by Check # 103462		10/13/2023	10/19/2023	10/19/2023		11/03/2023	325.47
Account 6600.625 - Other Charges Printing Svc Totals								Invoice Transactions	1	\$325.47
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	15	\$34,587.84
Division 000 - Non-Div Totals								Invoice Transactions	15	\$34,587.84
Department 210 - Police Totals								Invoice Transactions	15	\$34,587.84



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11649 - ESO Solutions, Inc.	ESO-123314	Set of IFC 2022 California Code for Inspection Application	Paid by Check # 103450		10/20/2023	10/26/2023	10/26/2023		11/03/2023	590.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions	1		\$590.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$590.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$590.00
Department 250 - Fire Totals							Invoice Transactions	1		\$590.00
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10952 - MuttMitt - ZW USA Inc.	577759	City Mutt Mitts	Paid by EFT # 3880		10/25/2023	10/25/2023	10/25/2023	10/25/2023	11/03/2023	1,196.14
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$1,196.14
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086675	Spray Paint	Paid by Check # 103439		10/26/2023	10/25/2023	10/25/2023		11/03/2023	67.68
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions	1		\$67.68
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056019 101223	211 Hillcrest Ave	Paid by Check # 103457		10/12/2023	10/25/2023	10/25/2023		11/03/2023	1,067.60
10349 - Marina Coast Water District	000056001 101223	209-13 Cypress Ave	Paid by Check # 103457		10/12/2023	10/25/2023	10/25/2023		11/03/2023	106.93
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	2		\$1,174.53
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$2,438.35
Division 311 - Buildings & Grounds Totals							Invoice Transactions	4		\$2,438.35
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10275 - Home Depot Credit Service	09-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 103452		09/13/2023	09/22/2023	09/22/2023		11/03/2023	(413.07)
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions	1		(\$413.07)
Account 6360.850 - Maint & Repairs Vehicle										
10275 - Home Depot Credit Service	09-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 103452		09/13/2023	09/22/2023	09/22/2023		11/03/2023	34.94
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-014899	Solnoid	Paid by Check # 103460		10/17/2023	10/25/2023	10/25/2023		11/03/2023	29.49



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-015041	Filter	Paid by Check # 103460		10/18/2023	10/25/2023	10/25/2023		11/03/2023	43.18
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	3		\$107.61
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		(\$305.46)
Division 313 - Vehicle Maint Totals							Invoice Transactions	4		(\$305.46)
Department 310 - Public Works Totals							Invoice Transactions	8		\$2,132.89
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10046 - ARC (Former San Jose Blue)	12268881	ARC-October 2023	Paid by Check # 103441		10/20/2023	10/27/2023	10/27/2023		11/03/2023	352.31
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions	1		\$352.31
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$352.31
Division 000 - Non-Div Totals							Invoice Transactions	1		\$352.31
Department 410 - Planning Totals							Invoice Transactions	1		\$352.31
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9947090003	542484588-00001	Paid by EFT # 3883		10/17/2023	10/30/2023	10/30/2023		11/03/2023	259.80
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$259.80
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
11770 - Ron Powell	10-30-23	Reimbursement - Ron Powell	Paid by Check # 103464		10/30/2023	11/01/2023	11/01/2023		11/03/2023	491.63
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals							Invoice Transactions	1		\$491.63
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$751.43
Division 100 - Admin Totals							Invoice Transactions	2		\$751.43



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11758 - Rodrigo Bravo - Fiesta Fun Jumps	10-31-23	Halloween Sp Event	Paid by Check # 103463		10/31/2023	10/30/2023	10/30/2023		11/03/2023	3,200.00
11763 - Terry Poole Jr. - Blessed Ventures	10-31-23	Sp. Event - Halloween Safe Haven Night	Paid by Check # 103474		10/31/2023	10/25/2023	10/25/2023		11/03/2023	640.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions	2		\$3,840.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,840.00
Division 511 - Youth Totals							Invoice Transactions	2		\$3,840.00
Department 510 - Recreation & Culture Totals							Invoice Transactions	4		\$4,591.43
Fund 100 - General Fund Totals							Invoice Transactions	42		\$411,321.38



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

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										
10275 - Home Depot Credit Service	09-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 103452		09/13/2023	09/22/2023	09/22/2023		11/03/2023	61.72
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions 1			\$61.72
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$61.72
Division 000 - Non-Div Totals							Invoice Transactions 1			\$61.72
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$61.72
Fund 130 - Library Maintenance Totals							Invoice Transactions 1			\$61.72



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056024	Del Monte/Palm	Paid by Check		10/12/2023	10/25/2023	10/25/2023		11/03/2023	92.55
	101223		# 103457							
10349 - Marina Coast Water District	000056016	Resev Rd & Seacrest	Paid by Check		10/12/2023	10/25/2023	10/25/2023		11/03/2023	36.77
	101223	Ave-Next to Fire Hyd	# 103457							
10349 - Marina Coast Water District	000056022	Reser/Marina Auto	Paid by Check		10/12/2023	10/25/2023	10/25/2023		11/03/2023	36.77
	101223	Stereo/Irrigation	# 103457							
10349 - Marina Coast Water District	000056021	Reservation Rd/By 290-	Paid by Check		10/12/2023	10/25/2023	10/25/2023		11/03/2023	36.77
	101223	308 Reservation	# 103457							
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	4		\$202.86
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$202.86
Division 000 - Non-Div Totals							Invoice Transactions	4		\$202.86
Department 000 - Non-Dept Totals							Invoice Transactions	4		\$202.86
Fund 220 - Gas Tax Totals							Invoice Transactions	4		\$202.86



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11757 - Big Sur Land Trust	CONS-2-2023	Participation in Imjin Parkway Mitigation	Paid by Check # 103443		10/24/2023	10/25/2023	10/25/2023		11/03/2023	25,000.00
10316 - Kimley-Horn & Associates	26253622	2021 Dev Impact Fee	Paid by Check # 103454		09/30/2023	10/24/2023	10/24/2023		11/03/2023	13,998.50
10425 - Monterey Peninsula Engineering	06-16-2	Imjin Parkway Widening Project	Paid by Check # 103459		06/30/2023	10/24/2023	10/24/2023		11/03/2023	38,000.00
10425 - Monterey Peninsula Engineering	07-12-3	Imjin Parkway Widening Project	Paid by Check # 103459		07/31/2023	10/24/2023	10/24/2023		11/03/2023	73,435.00
11762 - Raimi + Associates, Inc	23-6024	MARINA GPU-August 2023	Paid by EFT # 3881		10/24/2023	10/24/2023	10/24/2023		11/03/2023	33,874.39
11762 - Raimi + Associates, Inc	23-6037	Marina GPU-September 2023	Paid by EFT # 3881		10/30/2023	10/30/2023	10/30/2023		11/03/2023	28,716.25
11199 - WALD, RUHNKE & DOST ARCHITECTS, LLP	2301406	Equestrian Center	Paid by Check # 103470		09/30/2023	10/25/2023	10/25/2023		11/03/2023	24,683.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	7		\$237,707.14
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	7		\$237,707.14
Division 000 - Non-Div Totals							Invoice Transactions	7		\$237,707.14
Department 000 - Non-Dept Totals							Invoice Transactions	7		\$237,707.14
Fund 462 - City Capital Projects Totals							Invoice Transactions	7		\$237,707.14



Accounts Payable by G/L Distribution Report

Payment Date Range 11/03/23 - 11/03/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11718 - Noland, Hamerly, Etienne & Hoss	237854	Professional Legal Services - Sept-Oct 2023	Paid by Check # 103461		10/23/2023	10/26/2023	10/26/2023		11/03/2023	43.50
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 1	\$43.50
Account 6360.050 - Maint & Repairs Building										
10275 - Home Depot Credit Service	09-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 103452		09/13/2023	09/22/2023	09/22/2023		11/03/2023	193.44
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 1	\$193.44
Account 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	156402	Airport Bldg 520 Sqider	Paid by Check # 103451		10/02/2023	10/27/2023	10/27/2023		11/03/2023	105.00
10250 - Gavilan Pest Control	156476	Airport Bldg 520 Squirrels	Paid by Check # 103451		10/27/2023	10/27/2023	10/27/2023		11/03/2023	1,150.00
10250 - Gavilan Pest Control	156477	Airport Bldg 520 Rodents	Paid by Check # 103451		10/27/2023	10/27/2023	10/27/2023		11/03/2023	75.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals									Invoice Transactions 3	\$1,330.00
Account 6360.360 - Maint & Repairs Janitorial										
10034 - American Supply Co.	180561	Airport Janitorial Supplies	Paid by Check # 103440		10/27/2023	10/27/2023	10/27/2023		11/03/2023	1,527.21
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$1,527.21
Account 6360.440 - Maint & Repairs Landscape General										
10275 - Home Depot Credit Service	10-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 103452		10/13/2023	10/25/2023	10/25/2023		11/03/2023	357.25
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$357.25
Account 6360.441 - Maint & Repairs Landscape Tree & ExtraordinarySvc										
10236 - La Sirenita Tree Service	023	Eucalyptus Tree Trimming	Paid by Check # 103455		10/26/2023	10/27/2023	10/27/2023		11/03/2023	2,500.00
Account 6360.441 - Maint & Repairs Landscape Tree & ExtraordinarySvc Totals									Invoice Transactions 1	\$2,500.00
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL										
10227 - Epic Aviation	7752280	AVGAS 100LL	Paid by Check # 103449		10/30/2023	11/29/2023	10/30/2023		11/03/2023	36,354.01
Account 6400.231 - Material & Suppl Fuel - Aviation 100LL Totals									Invoice Transactions 1	\$36,354.01
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 9	\$42,305.41
Division 000 - Non-Div Totals									Invoice Transactions 9	\$42,305.41
Department 000 - Non-Dept Totals									Invoice Transactions 9	\$42,305.41
Fund 555 - Marina Airport Totals									Invoice Transactions 9	\$42,305.41
Grand Totals									Invoice Transactions 63	\$691,598.51



MINUTES

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.

1. CALL TO ORDER

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

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

2. PUBLIC COMMENTS ON CLOSED SESSION:

- Kim Keller – Commented on Closed Session Item 4a, Las Animas Concrete.

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

Heidi Quinn, Interim City Attorney reported out Closed Session: Council met in Closed Session with regard to the two items listed. Council gave direction and no reportable action was taken.

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

6. SPECIAL PRESENTATIONS:

- a. Smoke Alarm Presentation

7. COUNCIL AND STAFF ANNOUNCEMENTS:

Council Member McCarthy – Attended the fire department open house this week. Attended the AMBAG meeting last week, interesting statistic on the regional growth forecast.

Mayor Pro Tem Medina Dirksen – Announced a Lead Me Home Summit will be taking place this Thursday to address homelessness. Commented on the new branding for See Monterey by the Monterey County Convention and Visitor Bureau.

Council Member Visscher – Commented on the welcome reception for Sister City Namwon, South Korea delegates arranged by Council Member Biala.

Council Member Biala – Announced Namwon was here from October 12-15, 2023. We had 2 sets of receptions and took them on a tour of Marina, did the Handcars and went to the Monterey Aquarium. Spoke about the student exchange program with Friendship Izunokuni, Japan first of 3 during the academic year and there were 6 Japanese students and 6 American students from Marina High.

Public Works Director Brian McMinn – Announced on Wednesday, October 28th starting at 3:00pm will be a public workshop on the downtown streetscape and landscaping onlong Del Monte Blvd. and Reservation Rd. making it more inviting to pedestrians, bicycles and business activities.

Assistant City Manager, Matt Mogensen – Provided a brief update on the Below Market Rate (BMR) Housing Lottery that took place on October 16, 2023, and the next steps for program.

Mayor Pro Tem Medina Dirksen announced a change to the consent agenda, item 10g(1) will not include the MOU's for the Police Officer's Association or the Unrepresented Confidential Employees.

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.*

- Kim Keller, Teamster 890 – Commented on Las Animas Concrete.
- Rubin Perez – Here to plead to keep Las Animas open. Expressed reasons why the concrete plant should remain open.
- Jeff Dee – Spoke about Las Animas Concrete being a “mom & pop” run by family members. Hoping something and be worked out and asked Council to reconsider closing this business.
- Fransisco Rodriguez – Monterey Bay Central Labor Council and here to support our fellow workers. Encouraged council and staff to continue to work with Las Animas.
- Anthony Cicados – Here is support of Las Animas Concrete indicated closing them will have a domino effect on local families. Asked to keep the facility open.
- Michelle Bacon – Commented on a situation that took place at the Marina Equestrian Center related to the condition of the horses.
- Chandler Roland – Commented on the MST Surf Line Project and asked Council to reject the project.

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. 2023-100**, 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. 2023-101**, accepting the completion of the Gloria 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. 2023-102**, 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
- l. 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

BIALA/MCCARTHY: TO APPROVE THE CONSENT AGENDA WITH MODIFICATIONS TO 10g(1) OMITTING THE MOU'S FOR THE POLICE OFFICERS ASSOCIATION AND THE UNREPRESENTATIVE-CONFIDENTIAL EMPLOYEES. 4-0-1(Delgado)-0 Motion Passes

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

Mayor Pro Tem Medina Dirksen opened the public hearing for comments: None received.

BIALA/VISSCHER: TO INTRODUCE AND READING BY TITLE ONLY, WAIVING FURTHER READING OF ORDINANCE 2023-, ADOPTING A NEW CHAPTER 17.68 TO THE MARINA MUNICIPAL CODE (MMC) PERTAINING TO TEMPORARY USE PERMITS. 4-0-1(Delgado)-0 Motion Passes

12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting **Resolution No. 2023-103**, receiving Marina Police Department's 2023 Annual Military Equipment Report. CEQA: *Not a Project per CEQA Guidelines Section 15378*

Public Comments: None received.

MCCARTHY/BIALA: TO ADOPT RESOLUTION NO. 2023-, RECEIVING MARINA POLICE DEPARTMENT'S 2023 ANNUAL MILITARY EQUIPMENT REPORT. 4-0-1(Delgado)-0 Motion passes.

- b. Adopting **Resolution No. 2023-104**, 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*

VISSCHER/MCCARTHY: TO ADOPT RESOLUTION NO. 2023-104, 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; AND FOR STAFF TO WORK WITH SAVE THE WHALES ON THEIR PUBLIC OUTREACH BEFORE DISSEMINATION FOR FINAL COMMENTS AND SUGGESTIONS; AND THAT THE WATER QUALITY RESULTS OF THE VERNAL POND STUDY EITHER COME BACK TO US EITHER IN WRITTEN FORMAT OR IF STAFF WOULD LIKE TO PROVIDE SOME INTERPRETATION WITHIN THE NEXT COUPLE MONTHS. 4-0-1(Delgado)-0 Motion Passes

- c. City Manager update on Consolidated Project List and other City projects. CEQA: *Not a Project per CEQA Guidelines Section 15378*

City Manager Long provided a verbal update on the top 30 of the city's Consolidated Project List.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:
 - a. Monterey County Mayor's Association [Mayor Bruce Delgado]

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

15. ADJOURNMENT: The meeting adjourned at 9:50 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Cristina Medina Dirksen
Mayor Pro Tem

November 1, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
ACCEPTING CASH DONATIONS FROM THE MARINA FOUNDATION,
RICHARD RUSSELL CROSS FIT, MONTEREY BAY MOVES INC., YVONNE
& PAUL TOVAR, AND KEOKI'S HAWAIIAN BARBEQUE FOR A TOTAL OF
\$1,050.00 TOWARDS THE FIRE DEPARTMENTS COMMUNITY OPEN
HOUSE AND PREVENTION ACTIVITIES.**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, accepting \$1,050 in cash donations from the Marina Foundation, Richard Russell Cross Fit, Monterey Bay Moves Inc., Yvonne & Paul Tovar, and Keoki's Hawaiian Barbeque for a total of \$1,050.00, and;
2. Appropriate the unanticipated revenues to the FY 2023-24 Fire Department's Budget for Fire Prevention, Education and Open House activities, and;
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

On the second Tuesday in October, the Fire Department holds their annual Fire Department Open House. The Open house is a community event which is supported by community volunteers, residents, and businesses. Without the community support, the open house would not be possible.

The Marina Fire Department received donations from the following:

- The Marina Foundation -\$500.00
- Richard Russell Cross Fit - \$150.00
- Monterey Bay Moves - \$100.00
- Yvonne & Paul Tovar - \$100.00
- Keoki's Hawaiian Barbeque - \$200.00

ANALYSIS:

The Fire Department wants to thank the Marina Foundation, Richard Russell Cross Fit, Monterey Bay Moves Inc., Yvonne & Paul Tovar, and Keoki's Hawaiian Barbeque for their generous donations to our Open House. It's because of these donations that our Open House is such a success.

The funds will be used to reimburse expenses incurred for this year's Open House, excess funds will be used for next year's open house and for Fire Prevention materials for the community.

FISCAL IMPACT:

These are unanticipated funds and will increase the Fire Departments Fire Prevention budget by \$1,050.00.

California Environmental Quality Act (CEQA)

This is not a project under CEQA guidelines

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Laura Pruneda
Finance Director
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING RESOLUTION NO. 2023-, ACCEPTING CASH DONATIONS FROM THE MARINA FOUNDATION, RICHARD RUSSELL CROSS FIT, MONTEREY BAY MOVES INC., YVONNE & PAUL TOVAR, AND KEOKI'S HAWAIIAN BARBEQUE FOR A TOTAL OF \$1,050.00 TO BE USED TOWARDS THE FIRE DEPARTMENTS COMMUNITY OPEN HOUSE, EDUCATION AND PREVENTION ACTIVITIES.

WHEREAS, the Marina Fire Department has received cash donations totaling \$1,050.00 for the Fire Departments Open house; and

WHEREAS, the Fire Department will utilize the donated funds for Fire Department Prevention, Education and Open House; and

WHEREAS, the funds used to support Prevention, Education and the Fire Department Open House which will enhance the safety of the residents, businesses, and visitors of the City of Marina.

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

1. Accepts the cash donation's totaling \$1,050.00 received from the Marina Foundation, Richard Russell Cross Fit, Monterey Bay Moves Inc., Yvonne & Paul Tovar, and Keoki's Hawaiian Barbeque; and
2. Appropriates the unanticipated revenues to the FY 2023-24 Fire Department Budget for Fire Prevention, Education and Open House activities; and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.

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

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

November 7, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVAL OF A FULL TIME LIMITED TERM COMMANDER POSITION
FOR MARINA POLICE DEPARTMENT**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2023-, authorizing the City Manager to fill a Full Time Limited Term Commander position for the Marina Police Department; and,
2. Authorizing adjustments to the City's Authorized Full-Time positions list in the FY 2023 Budget and,
3. Authorizing the Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City remains committed to the safety of the community, including residents, visitors, and employees. The Police Department currently has 5 vacancies, and 6 individuals in acting roles (2 acting Commanders, 2 acting Sergeants and 2 acting Corporals). The department is structured into two divisions, Operations, including patrol and supervisory functions and Administration, including investigations, permits, records, training, and internal investigations.

ANALYSIS:

Current acting assignments have taken on intersecting functions with duties both in Operations and Administration. In an effort to continue internal operational efficiency and effectiveness, and in light of current staffing shortages, staff is proposing a Limited Term Full Time Commander position. A Limited Term position is one which has been approved and established by the City Council for a specific and finite period of time to allow coverage for specific department needs. A limited term position shall not exceed one (1) year, unless an extension is requested in writing with a detailed description of the continued need for the work being performed by the limited term position. This position will oversee the Operations Division, while also assisting the Administrative Division with process improvements and other procedural updates. As the recruitment process to fill various vacancies is underway, there is an urgent departmental need to have this Limited Term Full Time position. The department collaborates with City officials, residents, and businesses to resolve community concerns, including neighborhood livability and quality of life issues, homeless outreach and other services through a combination of intervention and enforcement. The continuity of police services is imperative to continue these collaborative efforts, while maintaining operational capacity.

FISCAL IMPACT

The fiscal impact of the Full Time Limited Term Commander position is appropriated in the salary savings from current vacancies.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

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

REVIEWED/CONUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE
CITY MANAGER TO FILL A FULL TIME LIMITED TERM COMMANDER POSITION
FOR POLICE DEPARTMENT

WHEREAS, the City remains committed to the safety of the community, including residents, visitors, and employees; and,

WHEREAS, current acting assignments have taken on intersecting functions with duties both in Operations and Administration and,

Whereas, the Limited Term position is one which has been approved and established by the City Council for a specific and finite period of time to allow coverage for specific department needs; and,

WHEREAS, the position will oversee the Operations Division, while also assisting the Administrative Division with process improvements and other procedural updates; and

WHEREAS, the continuity of police services is imperative to continue collaborative efforts, while maintaining operational capacity; and,

WHEREAS, the fiscal impact of the Full Time Limited Term Commander position is appropriated in the salary savings from current vacancies

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

1. Adopting Resolution No. 2023- authorizing the City Manager to fill a Full Time Limited Term Commander position for the Marina Police Department; and,
2. Authorizing adjustments to the City's Authorized Full-Time positions list in the FY 2023
3. Authorizing 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 7th day of November 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

November 7, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING AMENDMENTS TO CITY CLASSIFICATION PLAN AND
SALARY SCHEDULE**

REQUEST:

It is requested that the City Council:

1. Adopting Resolution N0. 2023-, authorizing a reclassification of the Recreation Leader and part-time Recreation Instructor classifications
2. Authorize an adjustment to the current salary schedule for the new Recreation Specialist and part-time Recreation Instructors
3. Authorize the Finance Director to make appropriate accounting and budgetary entries

BACKGROUND:

The City currently has four (4) full-time Recreation Leader positions approved that primarily are responsible for all the recreation department programs: one responsible for the teen center; one responsible for youth sports; one responsible for the youth center and senior programs; one that provides backup and support to the other recreation leaders. These four Recreation Leaders report directly to the Recreation and Cultural Services Director.

The city also has part-time recreation instructors to staff the recreation department programs and functions.

ANALYSIS:

The new Recreation and Cultural Services Director has completed an operational and safety assessment of our recreation department programs and has determined that additional duties and responsibilities need to be performed by our Recreation Leaders to ensure efficient operations of services and appropriate levels of safety. Given these adjustments to responsibilities and to be more in line with industry standards it's recommended that the Recreation Leader position be reclassified to a Recreation Specialist which would also include a salary adjustment.

The city has surveyed comparative agency classifications and salary placement and determined the classification level of Recreation Specialist can encompass the functions, duties and responsibilities operationally necessary for the department and would warrant a 5% increase in salary from the previous Recreation Leader classification.

Additionally, the FY 2023/24 approved budget includes an hourly increase for part-time Recreation Instructors. This increase was proposed as a means to remain competitive in recruitment of entry level positions. Upon review of the current needs of the recreation department it was determined that creating a series in the part-time Recreation Instructor classification would give more flexibility to staff recreation programs and functions and would help in recruiting, staffing and operations. The ability to staff a part-time Recreation Instructor at a I, II, and Senior level would provide the ability to hire more experienced individuals with the knowledge to provide operational efficiencies, while also providing the ability to hire entry level individuals to train and create hands on learning opportunities. A flexibly staffed position will also provide a succession planning mechanism for future positions and or vacancies.

Staff is requesting that the City Council approve an update to the salary schedule for Fiscal Year 2023/24 for the new Recreation Specialist and the new series for Recreation Instructor classifications.

Below is the current salary and proposed changes to the salary schedule.

Current

	A	B	C	D	E
Recreation Leader	\$29.2860	\$30.7503	\$32.2878	\$33.9022	\$35.5972

Proposed

	A	B	C	D	E
Recreation Specialist	\$30.7503	\$32.2878	\$33.9022	\$35.5972	\$37.3771

Current

	A	B	C	D	E
PT Recreation Instructor (13)	15.50				

Proposed

	A	B	C	D	E
PT Recreation Instructor I (6)	\$15.50	16.27	17.08	17.94	18.84
PT Recreation Instructor II (4)	17.00	17.85	18.74	19.68	20.66
PT Recreation Instructor Sr. (3)	18.50	19.42	20.40	21.42	22.49

FISCAL IMPACT:

The reclassification and salary update requires additional salary budget of \$15,500 of for the 4 Fulltime Recreation Specialist. The fully burdened rate of the salary increase for the 4 positions is approximately \$20,500.

The flexibly staffed series for the Part Time Recreation Instructor and salary update require an additional budget of approximately \$10,000 to the current budgeted salary cost for the 13 approved part time positions.

This request is submitted for City Council consideration and action.

Respectfully submitted,

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

Andrea Willer, Director
Recreation & Cultural Services
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 APPROVING
AMENDMENTS TO CITY CLASSIFICATION PLAN AND SALARY SCHEDULE

WHEREAS, the City currently has four (4) full-time Recreation Leader positions approved in the 2023/24 budget; and,

WHEREAS, the City Council has adopted the 2023-2024 Fiscal Year budget that included hourly rate increases to Part Time Recreation Instructors; and,

WHEREAS, an initial operational and safety assessment for the Recreation and Cultural Services has identified various functions, necessary safety procedure updates, additional tracking of data and increased communications of current programs and events; and,

WHEREAS, there is an operational and business need to have Recreation positions perform increased duties, to ensure efficient services and the safe operation of Recreation activities; and,

WHEREAS, the update to the salary schedule will address compaction and bring the positions to in line with our comparative agencies for the classifications.

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

1. Approve a reclassification for the Recreation Leader to Recreation Specialist and an update to the current salary schedules for the part-time Recreation Instructors creating a series I, II, and Senior.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of November 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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
ACCEPTANCE OF A CALIFORNIA COASTAL COMMISSION NON-
COMPETITIVE GRANT IN THE AMOUNT OF \$500,000.00 TO
COMPREHENSIVELY UPDATE THE CITY'S 1982 LOCAL COASTAL
PROGRAM (LCP), AS AMENDED, AND TO AUTHORIZE THE FINANCE
DIRECTOR TO MAKE APPROPRIATE BUDGETARY AMENDMENTS TO
BUDGET. THIS ITEM IS EXEMPT FROM ENVIRONMENTAL REVIEW PER
§15378 OF THE CEQA GUIDELINES.**

REQUEST:

It is requested that the City Council consider:

1. adopting Resolution No. 2023-, accepting the Coastal Commission's Non-Competitive grant award and directing the Finance Director to make budget amendments as necessary.

BACKGROUND

On August 1, 2023, the City Council authorized the City Manager to apply for a non-competitive grant through the California Coastal Commission (CCC) for the maximum amount (\$500,000.00) to comprehensively update the City's 1982 Local Coastal Program (LCP), as amended. The grant has been awarded by the State. Staff will be kicking this effort off in the near term, which will coincide with the local wrap-up of our smaller grant-funded effort to prepare a Coastal Hazards LCP amendment. Once the smaller, or Phase 1, grant work is complete, the new Coastal Hazards Implementation and Land Use Plan amendments to the LCP will be integrated into the larger comprehensive document, known as Phase 2.

ANALYSIS

The Phase 2 grant will be a comprehensive update of the City's Local Coastal Program which was certified in 1982 and last amended in 2009. This project is on the City's Consolidated Project List and No. 35 on the City's priority list. The project will require a significant allocation of staff time and resources.

The City's current 1982 LCP consists of the Land Use Plan (LUP) and the Implementation Plan (IP). The LUP is the general plan for the Coastal Zone and the IP is the development standards for the Coastal Zone, similar to Title 17 – Zoning Code, in the City's Municipal Code.

Specifically, the LCP update will include:

- public outreach
- a comprehensive clean-up of strikethroughs and underlines incorporating previous amendments
- amendments to include climate and sea level rise resiliency policies
- analyzing sites for potential rezoning and land use amendments including CEMEX
- updating all maps to digital form, preparing GIS maps for zoning, land use, and additional maps as needed to modernize the LCP including ESHA, hazards, and public access maps
- integration of the City of Monterey's Opportunistic Beach Nourishment Program (MBOBNP)

- specific policy updates to come into compliance with State Law including environmental justice, climate change, objective design standards, and housing ordinance

FISCAL IMPACT

The grant funding will cover all consultant work and a small amount of City staff work on the comprehensive amendment.

ENVIRONMENTAL REVIEW

The proposed amendments are not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Sections 15250, 15251(f), and 21080.9 for projects involving the preparation, approval, certification of and amendments to local coastal programs as provided in Sections 30500 through 30522 of the Public Resources Code.

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

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY OF MARINA CITY COUNCIL ACCEPTING
GRANT FUNDING IN THE AMOUNT OF \$500,000.00 FROM THE CALIFORNIA
COASTAL COMMISSION FOR THE COMPREHENSIVE UPDATE OF THE 1982
LOCAL COASTAL PROGRAM (LCP)**

WHEREAS, the City of Marina has successfully applied for and been granted funding in the amount of \$500,000 by the California Coastal Commission (CCC or Commission) through the Commission's LCP Local Assistance Grant Program to comprehensively update the City's 1982 Local Coastal Program (LCP);

WHEREAS, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act and to promote coastal resiliency and address the effects of climate change; and

WHEREAS, the City of Marina commits to and agrees to fully support a planning effort intended to amend a certified LCP pursuant to the provisions of the California Coastal Act, with full public participation and coordination with the Coastal Commission staff.

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

1. Directs the City Manager to administer the agreement with the State of California (**Exhibit A**) and also directs the Finance Director to amend the budget as necessary.
2. Finds that the acceptance of State funding for the update of the City's 1982 Local Coastal Program is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Sections 15250, 15251(f), and 21080.9 for projects involving the preparation, approval, certification of and amendments to local coastal programs as provided in Sections 30500 through 30522 of the Public Resources Code.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 7th day of November 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

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT

(Rev 05/2022)

STATE CONTROLLER'S OFFICE IDENTIFIER 3720-LCP2306	AGREEMENT NUMBER LCP-23-06
	FEDERAL ID NUMBER 94-2321991

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Marina

2. The term of this Agreement is: 10/02/2023 (or date of agreement execution) Through 10/05/2026 (End Term Date)

3. The maximum amount of this Agreement is: \$497,120.00
 Four Hundred Ninety-Seven Thousand One Hundred Twenty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	13 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	2 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
☒ EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
☐ EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

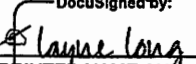
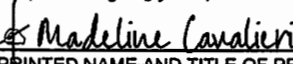
GRANTEE		California Coastal Commission Use Only ☒ This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Marina		
BY (Authorized Signature) DocuSigned by: 	DATE SIGNED (Do not type) 10/23/2023	
PRINTED NAME AND TITLE OF PERSON SIGNING Layne Long, City Manager		
ADDRESS 211 Hillcrest Ave., Marina, CA 93933		
STATE OF CALIFORNIA		
AGENCY NAME California Coastal Commission		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/20/2023	
PRINTED NAME AND TITLE OF PERSON SIGNING Madeline Cavalieri, Deputy Executive Director		
ADDRESS 455 Market Street, Suite 200, Room 228, San Francisco, CA 94105		

EXHIBIT A

SCOPE OF WORK

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	Grantee: City of Marina
Name: Kelsey Ducklow ("Grant Manager")	Name: Layne Long City Manager
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 211 Hillcrest Avenue Marina, CA 93933
Phone: (415) 904-2335	Phone: 831-884-1224
Email: kelsey.ducklow@coastal.ca.gov	Email: llong@cityofmarina.org

3. Primary project contact:

State Agency: California Coastal Commission	Grantee City of Marina
Section/Unit: Statewide Planning Unit	Section/Unit: Planning Services
Name: Carey Batha Environmental Scientist	Name: Alyson Hunter, AICP Planning Manager
Address: 455 Market Street, Suite 300 San Francisco, CA 94105	Address: 211 Hillcrest Avenue Marina, CA 93933
Phone: 415-904-5287	Phone: 831-884-1251
Email: carey.batha@coastal.ca.gov	Email: ahunter@cityofmarina.org

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of Marina

Name of Project: Comprehensive Update to the City's 1982 LCP

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 94-2321991

Budget Summary:

CCC funding: \$497,120

Other funding: none

Total project cost: \$497,120

Term of Project: October 2, 2023 (or date of agreement execution) – October 5, 2026

A. PROJECT DESCRIPTION

The City of Marina's Local Coastal Program (LCP) was certified by the Coastal Commission in 1982 and last amended in 2009. The LCP includes the Land Use Plan, a policy document, and the Coastal Implementation Plan, which includes a set of ordinances as well as Marina Municipal Code Chapter 17.40.

The City of Marina received a \$85,685 Round 4 LCP Local Assistance grant in 2017 to begin working toward a comprehensive LCP update, and in 2022 the City received a \$100,000 rolling grant to fund an updated sea level rise vulnerability assessment, including a social vulnerability assessment, along with a complementary targeted amendment to the LCP Hazards sections (referred to herein as 'Phase 1'). The rolling grant is still underway, but significant progress has been made and will likely close by 9/1/2024.

This grant will fund Phase 2, a comprehensive LCP update which will holistically address climate change resiliency in all aspects of the LCP, including by adding environmental justice policy language to the LCP. The Phase 2 funding will focus on and perform further policy updates necessary to implement the findings from the Existing Conditions and Adaptation Report and the Social Vulnerability Assessment, which were prepared as part of Phase 1. Such policy language will focus on coastal resiliency adaptation strategies as it intersects with Environmental Justice, Public Access, and ESHA. Specifically, Phase 2 will include: 1) public

EXHIBIT A

outreach, 2) a comprehensive LCP clean-up of strikethroughs and underlines incorporating amendments formally approved by the Coastal Commission and adopted by Council, 3) site rezoning, 4) mapping updates, 5) implementation of the Monterey Bay Opportunistic Beach Nourishment Program, 6) Housing Ordinance updates, and 7) a final LCP Amendment.

B. TASKS

Task 1 – Project Administration

This task includes contract negotiation and execution, insurance compliance, administration, preparation and execution of subconsultant contracts, monthly invoices and progress memos, etc. This task also covers general communications and coordination among the EMC Planning Group team, the City, the Coastal Commission and all other involved agencies and interests throughout the LCP preparation process outside of the regularly scheduled meetings identified in the tasks below.

Deliverables:

- Executed contract(s) with subconsultants
- Insurance certificates naming the City
- Quarterly invoices identifying staff, hours, rates, and amount for each task, and accompanying progress memo identifying work performed to date

Task 2 – Stakeholder Identification and Outreach Program

This task includes project kick-off, gathering stakeholder information, public outreach, and a public workshop. The intent of the outreach program is to integrate environmental justice into all aspects of the LCP update and to increase public awareness and participation in climate change and sea level rise planning activities, particularly among vulnerable communities.

Task 2.1 Project Kickoff Meeting with Coastal Commission Staff

Participate in an initial meeting with Coastal Commission staff to discuss the comprehensive LCP update, including scope and schedule. Initial meeting topics will include the City's identified LCP policy areas in need of an update (see Tasks 3-6 below), document format, public outreach, meeting schedule, and other issues that are important at early stages of the project. The intent of the meeting will be to obtain Coastal Commission staff's early review and acceptance of the scope and have a clear understanding of Coastal Commission priorities to ensure an efficient certification process. If Commission staff identifies any other LCP policy areas they would like included as part of the update, EMC Planning Group staff will coordinate with City staff to decide whether such changes can be incorporated as part of this LCP Amendment (see Task 7). This Task includes up to 3 subsequent coordination meetings with Coastal Commission staff, as needed. EMC Planning Group will prepare meeting minutes and distribute to the participants.

EXHIBIT A***Task 2.2 Gathering Stakeholder Information***

An initial step in the outreach process will be to define and identify stakeholders and develop a community outreach strategy.

Task 2.3. Preparing a Public Outreach Program

The City will solicit stakeholders to help in this public outreach process and prepare initial information on vision, purpose, upcoming tasks, and schedule to distribute to stakeholders. This task will include the preparation of email notification lists, and the identification of key links to community cross sections to facilitate information flow and participation. EMC Planning Group will assist staff to identify and engage low-income segments of the community, as well as California Native American Tribes, and develop outreach and meetings to solicit meaningful engagement. Meetings will be attended and lead by City staff and EMC Planning Group. Such outreach efforts could include email and USPS lists, community-wide informational postings, City social media platforms, and a dedicated website for content development prepared and managed by EMC Planning Group.

Task 2.4 Create Outreach Materials

A web page will be developed to be utilized throughout the LCP update process to obtain public input and update the public about upcoming meetings, draft documents, and the project's overall schedule and progress. Social media platforms and a newsletter template will be developed to be utilized throughout the LCP update process to obtain public input and update the public about upcoming meetings, draft documents, and the project's overall schedule and progress. A community questionnaire will be designed, distributed, and responses will be considered throughout the LCP update process.

Task 2.5 Community Workshop

Present draft vision, goals, and objectives at a public workshop for input and discussion.

Deliverables:

- Agendas and Minutes for up to four (4) coordination mtgs, including one (1) kick-off meeting with Coastal Commission staff
- Stakeholder list and contacts to use in outreach and noticing
- Outreach Program Memo
- Web page, social media platforms, newsletter template, web-based community questionnaire
- Community workshop materials, handouts, agenda, meeting summary

Task 3 – Comprehensive LCP Clean-up

Task 3.1 Consolidate previously approved and/or certified track-changes versions into a clean

EXHIBIT A*draft*

The City of Marina's currently certified LCP contains strikethroughs and underlines. This task will include cleaning up all strikethroughs and underlines. EMC Planning staff will review the existing LUP and IP and delete all language which has been certified in strikethroughs and will add all language that has been certified in underlines. An admin draft of this cleaned up LCP will be shared with Coastal Commission staff for a 6-week review, and comments will be incorporated into a revised draft if necessary.

Task 3.2 Memo discussing sections of LCP that need to be amended to include climate and sea level rise resiliency policies. Updates will occur in Task 4.2

During this comprehensive LCP clean-up, EMC Planning Group will identify areas of the LCP where climate and sea level rise resiliency policies need to be added beyond those already being drafted in the project funded by the previous grant, LCP-22-03.

Deliverables:

- Admin. Draft LCP cleanup update for 6-week Coastal staff review
- (Revised) 2nd Draft LCP cleanup update
- Memo on SLR updates and how they will be addressed in Task 4.2

Task 4 – Site Rezoning / LCP IP/ LUP*Task 4.1 Analyze sites for potential zoning and land use amendments*

Three sites have been identified that could benefit from an LCP Amendment to update their zoning to better match the potential and intent of the sites. The first site is the Brown Bulb Ranch site (APN 033-111-035, -029). It is an in-fill site located on the corner of Beach Road and Del Monte Boulevard and adjacent to Walmart (Marina Landing Shopping Center) and Locke-Paddon Park. The site is currently zoned Planned Commercial. The City envisions mixed-use development here, including a commercial and high-density residential mixed-use project, which would require a zoning designation change to allow for a high-density residential overlay. Increasing density within the City Center will help the City achieve their housing needs in a more compact sustainable manner that avoids hazardous areas.

The second site is the Cemex Site, located seaward of Highway 1 in the sand dunes in the northern area of Marina's Coastal Zone (APNs 203-011-019, 203-011-001, 203-011-016 and 203-011-020). In 2017, the Coastal Commission issued a Consent Cease and Desist order (CCC-17-CD-02) which required Cemex to stop sand mining by December 31, 2020, and required that Cemex transfer the Property to an approved non-profit or governmental entity for conservation at a reduced price, with a deed restriction to protect the access and the habitat at the site in perpetuity. The 400-acre site is currently zoned C-D (Coastal Conservation and Development District); however, this City- adopted rezoning has not yet been certified by the CCC. An LCP amendment is required to update the site's zoning consistent with the requirement of the 2017

EXHIBIT A

Consent Cease and Desist order, or other agreements that have been executed regarding the sites land use future, and certify City adopted rezonings.

The third site is on Lake Court Drive, seaward of Highway 1. There are three single family dwellings zoned Public Facility here that are not currently connected to the public sanitary sewer system. The City would like to clean up the zoning for these three parcels to reflect the residential use and facilitate connection to the sanitary sewer system.

If, during Phase 2 Task 4, additional sites are identified as potentially benefiting from an LCP Amendment to update their land use and zoning, additional budget may be allocated here for such policy updates.

Deliverables:

- Admin. draft proposed LCP Land Use and Zoning Code language changes for 6-week Coastal staff review
- Admin. draft proposed map updates for 6-week Coastal staff review
- (Revised) 2nd Draft

Task 4.2 Address coastal resiliency needs in previous amendments and update as necessary in draft IP/LUP

EMC Planning Group and City staff will consider how other city-wide zoning updates could achieve preferred coastal resiliency strategies as identified in Phase 1, including managed retreat where feasible. This will include identifying inland properties that could be zoned and maintained as open space. An admin draft LCP update will be shared with Coastal Commission staff for a 6-week review period showing potential rezoning, and comments will be incorporated into a revised draft if necessary.

Deliverables:

- Admin. draft LCP updates related to coastal resiliency for 6-week Coastal staff review
- (Revised) 2nd Draft

Task 5 – Mapping Update

Task 5.1 Prepare GIS maps for zoning, land use, additional maps as needed to modernize the LCP – coordination with CCC mapping unit will be included

The maps in the City of Marina's LCP are the original maps from the initial LCP certification in 1982. The maps are hand drawn, of poor scale and quality, and have not yet been converted digitally. EMC Planning Group will update all maps within the LCP to digital form and will provide GIS layers to the City. EMC Planning Group will also work with City staff and Coastal

EXHIBIT A

Commission staff to identify additional maps that could support the LCP (i.e., ESHA, hazards, public access maps, etc.)

Deliverables:

- Up to 25 digital maps (one draft and one final) to replace existing hand drawn LCP maps
- Create GIS layers for Marina's ownership and use

Task 6 – Monterey Bay Opportunistic Beach Nourishment Program (MBOBNP)*Task 6.1 Integration of the City of Monterey's OBNP policies into the LCP update as applicable*

The intent of the Opportunistic Beach Nourishment Program (OBNP) is to create a process where available suitable beach material can be stockpiled and/or directly placed on the beach under a streamlined process. Under the proposed program, beach material would be evaluated for compatibility, stockpiled at designated sites if needed, and placed on predetermined beach receiver sites(s). The City of Monterey adopted Initial Study and Negative Declaration will be used as the required CEQA analysis.

Task 6.2 Review the City of Monterey's adopted OBNP MND for adequacy

This Task includes synthesizing the MBOBNP into LCP language which will set the stage for a programmatic approach to nature-based adaptation strategies along Marina's coastline. EMC Planning Group will work with Integral Consultants to develop regional, neighborhood, site, or asset specific adaptation approaches by identifying receiver sites along the Marina coastline.

Deliverables:

- Draft policy language encouraging a long-term plan for the membership and use of the MBOBNP as a method for nature-based adaptation, shared with CCC staff for 6-week review
- Final policy language incorporated in LCPA

Task 7 – Specific Policy Area Updates

There are a number of specific policy area updates required to bring Marina's LCP into compliance with State Law. These policy area updates will generally address environmental justice and climate change issues by addressing housing and transportation policies that will facilitate reductions in greenhouse gases and vehicle miles traveled by streamlining housing development in areas appropriate to support such development.

Task 7.1 Objective Design Standards, Housing Ordinance Updates, and additional policy area updates resulting from stakeholder and Coastal Commission staff input

The City of Marina is in the process of adopting Objective Design Standards (ODS) as required by State Law (SB 35 and SB 330). The ODS will be adopted outside of the City's Coastal Zone at

EXHIBIT A

the end of 2023. As part of this LCP update, the City will incorporate the ODS within the LCP as required by State Law. The City's ODS will be modified as appropriate for the Coastal Zone and integrated into the LCP Implementation Plan.

The City of Marina has a number of fair housing ordinances (reasonable accommodation, employee housing, supportive and transitional housing, low-barrier navigation centers, etc.) that it is adopting to comply with State Housing Law, and need to be brought into the Coastal Zone via an LCP amendment.

This Task leaves time and budget to account for any additional LCP policy area changes that are identified by EMC Planning, City staff, Coastal staff or stakeholders during the LCP amendment process, such as environmental justice policies. The draft IP updates will be shared with Coastal Commission staff for a 6-week review, and the draft will be revised to reflect those comments as appropriate.

Deliverables:

- ODS, housing updates, and other policy updates incorporated into draft IP shared with CCC staff for 6-week review
- Revised draft IP updated to address CCC staff comments as appropriate

Task 8 – Prepare LCP Amendment Submittal

This task includes preparing a final draft of the comprehensive LCP update, which will include the amendments from Tasks 3-7 above. During this Task, EMC Planning Group will finalize edits from the City and Coastal staff and will assist the City in the LCP Amendment submittal.

Task 8.1 Synthesis of previous tasks into an Admin. draft for City staff review

Synthesize admin drafts from previous tasks specific LCP updates into one unified admin draft for review.

Task 8.2 Prepare “final” draft for Coastal staff review

Submit draft LCP update for City and Coastal Commission staff review. Attend up to two (2) meetings with City and Coastal Commission staff.

Task 8.3 Prepare public draft

Incorporate City staff and Coastal Commission comments to create a public draft.

Task 8.4 Staff Report, Resolution, Ordinance, and Findings

Assist City staff with preparation of Staff Reports and Findings for the City Planning Commission and City Council to consider adoption of the LCP Amendment.

Task 8.5 Attend Public Hearings

EXHIBIT A

Prepare for and attend up to two (2) Planning Commission meetings and two (2) City Council meetings to adopt the LCP Amendment. This includes assisting the City with preparation of a Power Point presentation. Prepare for and attend the Coastal Commission hearing to adopt the LCP Amendment to assist the City with questions, as needed.

Deliverables:

- Admin draft LCPA compiling all amendments generated in previous tasks for City staff review
- Revised draft LCPA for 6-week CCC staff review
- Revised draft for public review
- Planning Commission staff report and meeting materials; City Council staff report and meeting materials
- LCPA for submittal to CCC
- Coordination with CCC staff in preparation for CCC hearing

C. SCHEDULE

Project start/end dates: 10/02/2023 (or date of agreement execution) through 10/05/2026

Task 1. Project Administration	Projected start/end dates: 10/2/2023 – 10/5/2026
1.1 Project Administration	10/02/23 – 10/05/26
1.2 Meeting Preparation (includes meetings with City and Coastal staff, and consultant team)	10/02/23 – 10/05/26
Outcome/Deliverables: a. Executed contract(s) with subconsultants b. Insurance certificates naming the City c. Quarterly invoices identifying staff, hours, rates, and amount for each task, and accompanying progress memo identifying work performed to date	a. 12/01/23 b. 12/01/23 c. 10/05/26 (ongoing)
Task 2. Stakeholder ID+Outreach Prog.	Projected start/end dates: 10/12/23-6/05/25
2.1 Project Kick-Off Meeting with Coastal staff	10/12/23

EXHIBIT A

2.2 Gathering Stakeholder information	10/23/23-12/08/23
2.3 Preparing a Public Outreach Program	12/13/23-4/12/24
2.4 Create Outreach Materials	4/15/24-6/17/24
2.5 Community Workshop(s) (Up to 2)	7/05/24
Outcome/Deliverables: a. Agendas and Minutes for up to four (4) coordination mtgs, including one (1) kick-off meeting with Coastal Commission staff b. Stakeholder list and contacts to use in outreach and noticing c. Outreach Program Memo d. Web page, social media platforms, newsletter template, web-based community questionnaire e. Community workshop materials, handouts, agenda, meeting summary	a. 10/12/25 b. 2/08/24 c. 4/12/24 d. 5/17/24 (ongoing) e. 6/05/25
Task 3. Comprehensive LCP Clean-Up	Projected start/end dates: 2/02/24-1/20/25
3.1 Consolidate previously approved and/or certified track-changes versions into a clean draft	2/02/24-5/17/24
3.2 Memo discussing sections of LCP that need to be amended to include climate and sea-level rise resiliency policies. Updates will occur in Task 4.2	2/02/24-5/17/24
Outcome/Deliverables: a. Admin. Draft LCP cleanup update for 6-week Coastal staff review b. (Revised) 2nd Draft LCP cleanup update c. Memo on SLR updates and how they will be addressed in Task 4.2	a. 10/18/24 b. 1/10/25 c. 10/18/24
Task 4. Site Rezoning/LCP IP/LUP	Projected start/end dates:

EXHIBIT A

	12/2/2024 – 4/29/2025
4.1 Analyze sites for potential zoning and land use amendments	12/02/24-4/29/25
4.2 Address coastal resiliency needs in previous amendments and update as necessary in draft IP/LUP	12/02/24-4/29/25
Outcome/Deliverables: a. Admin. draft proposed LCP Land Use and Zoning Code language changes for 6-week Coastal staff review b. Admin. draft proposed map updates for 6-week Coastal staff review c. (Revised) 2nd Draft	a. 2/29/25 b. 2/29/25 c. 4/29/25
Task 5. Mapping Update	Projected start/end dates: 12/2/2024 – 4/29/2025
5.1 Prepare GIS maps for zoning, land use, additional maps as needed to modernize the LCP – coordination with CCC mapping unit will be included	12/02/24-4/29/25
Outcome/Deliverables: a. Up to 25 digital maps (one draft and one final) to replace existing hand drawn LCP maps b. Create GIS layers for Marina's ownership and use	a. 4/29/25 b. 4/29/25
Task 6. Monterey Bay Opportunistic Beach Nourishment Prog. (MBOBNP)	Projected start/end dates: 12/13/2023 – 8/12/2025
Task 6.1 Integration of the City of Monterey's OBNP policies into the LCP update as applicable	12/13/23-5/12/24
Task 6.2 Review the City of Monterey's adopted OBNP MND for adequacy	12/13/23-6/12/24

EXHIBIT A

Outcome/Deliverables: a. Draft policy language encouraging a long-term plan for the membership and use of the MBOBNP as a method for nature-based adaptation, shared with CCC staff for 6-week review b. Final policy language incorporated in LCP	a. 6/08/25 b. 8/12/25
Task 7. Specific Policy Area Updates	Projected start/end dates: 12/13/23-8/25/25
Task 7.1 Objective Design Standards, Housing Ordinance Updates, and additional policy area updates resulting from stakeholder and Commission staff input	12/13/23-8/12/25
Outcome/Deliverables: a. ODS, housing updates, and other policy updates incorporated into draft IP shared with CCC staff for 6-week review b. Revised draft IP updated to address CCC staff comments as appropriate	a. 6/08/25 b. 8/25/25
Task 8. Prepare LCP Amendment Submittal	Projected start/end dates: 7/1/2024 – 4/29/2026
Task 8.1 Synthesis of previous tasks into an Admin. draft for City staff review	7/01/24-10/25/25
Task 8.2 Prepare “final” draft for Coastal staff review	11/15/24-12/20/25
Task 8.3 Prepare public draft	2/17/25-3/28/25
Task 8.4 Staff Report, Resolution, Ordinance, and Findings	3/28/25-5/30/25
Task 8.5 Attend Public Hearings	11/30/25-4/29/26
Outcome/Deliverables: a. Admin draft LCPA compiling all amendments generated in	a. 4/29/25 b. 5/29/25 c. 8/15/25

EXHIBIT A

previous tasks for City staff review b. Revised draft LCPA for 6-week CCC staff review c. Revised draft for public review d. Planning Commission staff report and meeting materials; City Council staff report and meeting materials e. LCPA for submittal to CCC f. Coordination with CCC staff in preparation for CCC hearing	d. 10/05/25 e. on Coastal Commission agenda schedule f. Coastal Commission hearing
---	---

D. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
T.1 Project Administration	Throughout
T.2 Stakeholder ID and Outreach Program	6/05/25 (ongoing)
T.2.a Public Workshop	7/05/24
T.3 Comprehensive LCP Clean-Up	1/10/25
T.4 Site Rezoning (new IP/LUP)	4/29/25
T.5 Mapping Update (GIS)	4/29/25
T.6 MBOBNP	8/12/25
T.7 Additional Policy Updates (ODS, Housing +)	8/25/25
T.8 Prepare Drafts and Final Draft for Submittal to CCC	10/05/25

EXHIBIT A1**DEFINITIONS**

1. The term "Agreement"; this Grant Agreement.
2. The term "Budget Act"; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term "Chief Deputy Director"; the Chief Deputy Director of the Commission.
4. The terms "Commission" or "Coastal Commission" and the acronym "CCC" all refer to the California Coastal Commission.
5. The term "Executive Director"; the Executive Director of the Commission.
6. The term "Grant" or "Grant Funds"; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL® Specialty License Plate, or California's Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term "Grant Manager"; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term "Project Budget"; the Commission approved cost estimate submitted to the Commission's Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term "Public Agency"; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term "Scope of Work" refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term "Termination Date"; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B

BUDGET

City of Marina	CCC Grant Total	Match/Other Funds	Total (LCP Grant Funds + Match/Other Funds)
LABOR COSTS¹			
City Staff Labor			
Task 1 – Project Administration	\$3,178.00		\$3,178.00
Task 2 – Stakeholder ID+Outreach Program	\$3,178.00		\$3,178.00
Task 3 – Comprehensive LCP Clean-Up	\$3,178.00		\$3,178.00
Task 4 – Site Rezoning (new IP/LUP) and General Resiliency Review	\$3,520.00		\$3,520.00
Task 5 – Mapping Update (GIS)	\$2,178.00		\$2,178.00
Task 6 – MBOBNP	\$2,178.00		\$2,178.00
Task 7 – Policy Updates	---		---
Task 8 – Hearings, Reviewing drafts, staff reports, etc.	\$4,375.00		\$4,375.00
Total Labor Costs	\$21,785.00		\$21,785.00
DIRECT COSTS			
County/City Staff Project Supplies			
A			
B, etc.			
Total	0.00		0.00
County/City Staff Travel in State²			
Mileage			
Hotel, etc.			
Total	0.00		0.00
Consultants³/Partners			
Consultant A (EMC)			
Task 1 - Project Admin.	\$41,450.00		\$41,450.00

¹ Amount requested should include total for salary and benefits.

² Travel reimbursement rates are the same as similarly situated state employees.

³ All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

EXHIBIT B

City of Marina	CCC Grant Total	Match/Other Funds	Total (LCP Grant Funds + Match/Other Funds)
Task 2 - Stakeholder ID+Outreach Program	\$47,640		\$47,640
Task 3 - Comprehensive LCP Clean-Up	\$38,020		\$38,020
Task 4 - Site Rezoning (new IP/LUP) + ½ Resiliency	\$49,995		\$49,995
Task 5 - Mapping Update (GIS)	\$42,950		\$42,950
Task 6 - MBOBNP	\$6,960		\$6,960
Task 7 – Policy Updates	\$119,585		\$119,585
Task 8 - LCP Drafts, hearings, submittal to CCC + Resiliency	\$81,375		\$81,375
Consultant A (EMC) Total	\$427,975		\$427,975
Consultant B (Integral)			
Tasks 1 - Stakeholders + Outreach	\$4,283		\$4,283
Task 2 - ½ Resiliency	\$7,597		\$7,597
Task 6 - MBOBNP	\$15,600		\$15,600
Task 8 - LCP Drafts, Hearings, Submittal	\$19,880		\$19,880
Consultant B (Integral) Total	\$47,360		\$47,360
Consultants Total	\$475,335		\$475,335
Total Direct Costs	\$475,335		\$475,335
OVERHEAD/INDIRECT COSTS⁴			
Total City Staff Overhead/Indirect Costs	\$0		\$0
Total Consultant Overhead/Indirect Costs	\$0		\$0
TOTAL PROJECT COST	\$497,120		\$497,120

⁴ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for "Total Labor."

EXHIBIT B1**BUDGET DETAIL AND PAYMENT PROVISIONS**
(Local Coastal Programs)**1. Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Carey Batha
Statewide Planning Division
455 Market Street, Suite 300
San Francisco, CA 94105
- C. Each RFF form shall contain the following information:
1. Grantee's name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 3. Time period covered by the RFF form during which work was actually done.
 4. Agreement number as shown on this Agreement.
 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. Budget Contingency Clause

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully 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), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. **CERTIFICATION CLAUSES:** The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. **TIMELINESS:** Time is of the essence in this Agreement.
10. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. **ANTITRUST CLAIMS:** The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
14. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. **PRIORITY HIRING CONSIDERATIONS:** If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
16. **AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING:** Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D**Special Terms and Conditions****1. PROJECT EXECUTION:**

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$497,120 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D**2. POTENTIAL CONSULTANTS/CONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D**7. REALLOCATION OF FUNDS**

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in CalEnviroScreen 4.0, a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s adopted list of state income limits.
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.
19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1**LCP Terms and Conditions****1. PURPOSE OF GRANT FUNDING**

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

EXHIBIT D1

of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy (adopted August 2018).

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

1. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- | | |
|---|--|
| 1. General Liability:
(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

EXHIBIT D1

- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's Sea Level Rise Policy Guidance, Critical Infrastructure Guidance, Local Government Working Group Baseline SLR LCP policies, and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including Rising Seas in California (Griggs et al. 2017), the most recently adopted update to the State Sea-Level Rise Guidance, and the most recent version of the Safeguarding California Plan. Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

EXHIBIT D1

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E**CERTIFICATION (GCC-1/2019)**

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO**

REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. **DOMESTIC PARTNERS**: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY**: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

Representative of Coastal Commission:

By: _____

Printed Name: _____

Title: _____

Dated: _____

Certificate Of Completion

Envelope Id: B60BA56B7FE84B3E854DE41547E77160

Subject: Complete with DocuSign: LCP-23-06 City of Marina Grant Agreement & Exh - DocuSign.pdf

Source Envelope:

Document Pages: 43

Certificate Pages: 5

AutoNav: Enabled

Envelope Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2

Initials: 0

Status: Completed

Envelope Originator:

Sophia Mak

11493 Sunset Hills Rd

Suite 100

Reston, VA 20190

sophia.mak@coastal.ca.gov

IP Address: 134.186.116.29

Record Tracking

Status: Original

10/5/2023 4:07:58 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Sophia Mak

sophia.mak@coastal.ca.gov

Pool: StateLocal

Pool: California Coastal Commission

Location: DocuSign

Location: DocuSign

Signer Events

Madeline Cavalieri

Madeline.Cavalieri@coastal.ca.gov

Chief Deputy Director

California Coastal Commission

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



F089034704B5459...

Signature Adoption: Pre-selected Style

Using IP Address: 134.186.64.157

Timestamp

Sent: 10/18/2023 9:39:40 AM

Viewed: 10/20/2023 12:04:49 PM

Signed: 10/20/2023 12:04:56 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

layne long

llong@cityofmarina.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



499E7B751FFE4F8...

Signature Adoption: Pre-selected Style

Using IP Address: 107.3.175.201

Signed using mobile

Sent: 10/20/2023 12:04:58 PM

Viewed: 10/23/2023 4:18:16 PM

Signed: 10/23/2023 4:20:38 PM

Electronic Record and Signature Disclosure:

Accepted: 10/23/2023 4:18:16 PM

ID: e8de73e0-e5b8-433d-938c-576b75e52380

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Margaret Chew

Margaret.Chew@coastal.ca.gov

Chief Accounting Officer

California Coastal Commission

Security Level: Email, Account Authentication
(None)

Using IP Address: 134.186.64.151

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 10/5/2023 4:10:17 PM

Resent: 10/12/2023 12:58:53 PM

Viewed: 10/18/2023 9:22:35 AM

Certified Delivery Events

Sophia Mak
sophia.mak@coastal.ca.gov
Fiscal & Business Services Analyst
Security Level: Email, Account Authentication
(None)

Status**VIEWED**

Using IP Address: 76.158.225.103

Timestamp

Sent: 10/18/2023 9:22:36 AM
Viewed: 10/18/2023 9:39:40 AM

Electronic Record and Signature Disclosure:

Accepted: 6/16/2021 11:16:06 AM
ID: 38321c41-4eb6-4496-8099-82930aa02d54

Carbon Copy Events

Carey Batha
carey.batha@coastal.ca.gov
Grant coordinator
California Coastal Commission
Security Level: Email, Account Authentication
(None)

Status**COPIED****Timestamp**

Sent: 10/20/2023 12:04:58 PM
Viewed: 10/20/2023 2:16:03 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	10/5/2023 4:10:17 PM
Envelope Updated	Security Checked	10/17/2023 5:13:19 PM
Envelope Updated	Security Checked	10/17/2023 5:13:19 PM
Envelope Updated	Security Checked	10/17/2023 5:13:19 PM
Certified Delivered	Security Checked	10/23/2023 4:18:16 PM
Signing Complete	Security Checked	10/23/2023 4:20:38 PM
Completed	Security Checked	10/23/2023 4:20:38 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Coastal Commission, California (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Coastal Commission, California:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: don.davis@water.ca.gov

To advise Coastal Commission, California of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Coastal Commission, California

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to don.davis@water.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Coastal Commission, California

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to don.davis@water.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Coastal Commission, California as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Coastal Commission, California during the course of your relationship with Coastal Commission, California.



Planning for Success.

September 29, 2023

Alyson Hunter, AICP
Planning Manager, Community Development Department
City of Marina
211 Hillcrest Ave.
Marina, CA 93933

Re: Revised Phase 2 Comprehensive Local Coastal Program Amendment Proposal

Dear Alyson,

The City of Marina's Local Coastal Program (LCP) was certified by the Coastal Commission in 1982 and last amended in 2009. The LCP includes the Land Use Plan, a policy document, and the Coastal Implementation Plan, which includes a set of ordinances as well as Marina Municipal Code Chapter 17.40.

Climate change and environmental justice are some of the most significant policy areas to emerge since the certification of Marina's LCP in 1982, and statewide attention has focused on the intersection of environmental justice with sea level rise and climate change considerations for local jurisdictions. As a response, City efforts to update their Local Coastal Program to address sea level rise and climate change began in 2017 when the City of Marina submitted an application requesting \$300,000 in funding from the California Coastal Commission Grant Program (Local Assistance Grant) to prepare a comprehensive LCP update.

In August 2017 the City obtained a grant from the Coastal Commission for \$85,685 to assist the City in its preparation of an update to the LCP, with a City match of \$25,000 from the City's general fund. While this amount was significantly less than the \$300,000 requested and the \$375,000 realistically estimated by the City to complete a

comprehensive LCP update, it was enough to begin the necessary work. The City hired EMC Planning Group and Revell Coastal (now Integral Consulting) to do this work.

This initial phase of work (referred to herein as ‘Phase 1’) produced a Social Vulnerability Assessment and an Existing Conditions and Adaptation Report. These reports are meant to inform coastal hazard adaptation planning and are driving updates to the City’s hazards policies, which is currently underway. The Existing Conditions and Adaptation Report and Social Vulnerability Assessment were submitted to Commission staff on June 27, 2023, and the LCP/IP policies were submitted to Commission staff on July 11, 2023.

While the Phase 1 work has been an effective start at updating the City’s LCP to address coastal hazards, additional funding is necessary for a comprehensive LCP update which will holistically address climate change resiliency in all aspects of the LCP, including by adding environmental justice policy language to the LCP. The Phase 2 funding will focus on and perform further policy updates necessary to implement the findings from the Existing Conditions and Adaptation Report and the Social Vulnerability Assessment, which were prepared as part of Phase 1. Such policy language will focus on coastal resiliency adaptation strategies as it intersects with Environmental Justice, Public Access, and ESHA. Specifically, Phase 2 will include: 1) public outreach, 2) a comprehensive LCP clean-up of strikethroughs and underlines incorporating amendments formally approved by the Coastal Commission and adopted by Council, 3) site rezoning, 4) mapping updates, 5) implementation of the Monterey Bay Opportunistic Beach Nourishment Program, 6) Housing Ordinance updates, and 7) a final LCP Amendment to codify the following changes.

The City of Marina City Manager and City Council aim to complete these tasks expeditiously to ensure that climate resiliency and adaptation strategies are fully addressed and planned for in the LCP. The scope of work and identified tasks for Phase 2 are identified below.

Task 1 Project Administration and Management

This task includes contract negotiation and execution, insurance compliance, administration, preparation and execution of subconsultant contracts, monthly invoices and progress memos, etc. This task also covers general communications and coordination among the EMC Planning Group team, the City, the Coastal Commission

and all other involved agencies and interests throughout the LCP preparation process outside of the regularly scheduled meetings identified in the tasks below.

Deliverables:

- Executed contract(s) with subconsultants
- Insurance certificates naming the City
- Monthly invoices identifying staff, hours, rates, and amount for each task, and accompanying progress memo identifying work performed to date

Task 2 Stakeholder Identification and Outreach Program

This task includes project kick-off, gathering stakeholder information, public outreach, and a public workshop. The intent of the outreach program is to integrate environmental justice into all aspects of the LCP update and to increase public awareness and participation in climate change and sea level rise planning activities, particularly among vulnerable communities.

Task 2.1 Project Kickoff Meeting with Coastal Commission Staff

Participate in an initial meeting with Coastal Commission staff to discuss the comprehensive LCP update, including scope and schedule. Initial meeting topics will include the City's identified LCP policy areas in need of an update (see Tasks 3-6 below), document format, public outreach, meeting schedule, and other issues that are important at early stages of the project. The intent of the meeting will be to obtain Coastal Commission staff's early review and acceptance of the scope and have a clear understanding of Coastal Commission priorities to ensure an efficient certification process. If Commission staff identifies any other LCP policy areas they would like included as part of the update, EMC Planning Group staff will coordinate with City staff to decide whether such changes can be incorporated as part of this LCP Amendment (see Task 7). This Task includes up to 3 subsequent coordination meetings with Coastal Commission staff, as needed. EMC Planning Group will prepare meeting minutes and distribute to the participants.

Task 2.2 Gathering Stakeholder Information

An initial step in the outreach process will be to define and identify stakeholders and develop a community outreach strategy.

Task 2.3 Preparing a Public Outreach Program

The City will solicit stakeholders to help in this public outreach process and prepare initial information on vision, purpose, upcoming tasks, and schedule to distribute to stakeholders. This task will include the preparation of email notification lists, and the identification of key links to community cross sections to facilitate information flow and participation. EMC Planning Group will assist staff to identify and engage low-income segments of the community, as well as California Native American Tribes, and develop outreach and meetings to solicit meaningful engagement. Meetings will be attended and lead by City staff and EMC Planning Group. Such outreach efforts could include email and USPS lists, community-wide informational postings, City social media platforms, and a dedicated website for content development prepared and managed by EMC Planning Group.

Task 2.4 Create Outreach Materials

A web page will be developed to be utilized throughout the LCP update process to obtain public input and update the public about upcoming meetings, draft documents, and the project's overall schedule and progress. Social media platforms and a newsletter template will be developed to be utilized throughout the LCP update process to obtain public input and update the public about upcoming meetings, draft documents, and the project's overall schedule and progress. A community questionnaire will be designed, distributed, and responses will be considered throughout the LCP update process.

Task 2.5 Community Workshop

Present draft vision, goals, and objectives at a public workshop for input and discussion.

Deliverables:

- Agendas and Minutes for up to four (4) coordination mtgs, including one (1) kick-off meeting with Coastal Commission staff
- Stakeholder list and contacts to use in outreach and noticing

- Outreach Program Memo
- Web page, social media platforms, newsletter template, web-based community questionnaire
- Community workshop materials, handouts, agenda, meeting summary

Task 3 Comprehensive LCP Clean-up

Task 3.1 Consolidate previously approved an/or certified track-changes versions into a clean draft

The City of Marina's currently certified LCP contains strikethroughs and underlines. This task will include cleaning up all strikethroughs and underlines. EMC Planning staff will review the existing LUP and IP and delete all language which has been certified in strikethroughs and will add all language that has been certified in underlines. An admin draft of this cleaned up LCP will be shared with Coastal Commission staff for a 6-week review, and comments will be incorporated into a revised draft if necessary.

Task 3.2 Memo discussing sections of LCP that need to be amended to include climate and sea level rise resiliency policies. Updates will occur in Task 4.2

During this comprehensive LCP clean-up, EMC Planning Group will identify areas of the LCP where climate and sea level rise resiliency policies need to be added beyond those already being drafted in the project funded by the previous grant, LCP-22-03.

Deliverables:

- Admin. Draft LCP cleanup update for 6-week Coastal staff review
- (Revised) 2nd Draft LCP cleanup update
- Memo on SLR updates and how they will be addressed in Task 4.2

Task 4 Site rezoning/ LCP IP / LUP

Task 4.1 Analyze sites for potential zoning and land use amendments

Three sites have been identified that could benefit from an LCP Amendment to update their zoning to better match the potential and intent of the sites. The first site is the

Brown Bulb Ranch site (APN 033-111-035, -029). It is an in-fill site located on the corner of Beach Road and Del Monte Boulevard and adjacent to Walmart (Marina Landing Shopping Center) and Locke-Paddon Park. The site is currently zoned Planned Commercial. The City envisions mixed-use development here, including a commercial and high-density residential mixed-use project, which would require a zoning designation change to allow for a high-density residential overlay. Increasing density within the City Center will help the City achieve their housing needs in a more compact sustainable manner that avoids hazardous areas.

The second site is the Cemex Site, located seaward of Highway 1 in the sand dunes in the northern area of Marina's Coastal Zone (APNs 203-011-019, 203-011-001, 203-011-016 and 203-011-020). In 2017, the Coastal Commission issued a Consent Cease and Desist order (CCC-17-CD-02) which required Cemex to stop sand mining by December 31, 2020, and required that Cemex transfer the Property to an approved non-profit or governmental entity for conservation at a reduced price, with a deed restriction to protect the access and the habitat at the site in perpetuity. The 400-acre site is currently zoned C-D (Coastal Conservation and Development District); however, this City-adopted rezoning has not yet been certified by the CCC. An LCP amendment is required to update the site's zoning consistent with the requirement of the 2017 Consent Cease and Desist order, or other agreements that have been executed regarding the sites land use future, and certify City adopted rezonings.

The third site is on Lake Court Drive, seaward of Highway 1. There are three single family dwellings zoned Public Facility here that are not currently connected to the public sanitary sewer system. The City would like to clean up the zoning for these three parcels to reflect the residential use and facilitate connection to the sanitary sewer system.

If, during Phase 2 Task 4, additional sites are identified as potentially benefiting from an LCP Amendment to update their land use and zoning, additional budget may be allocated here for such policy updates.

Deliverables:

- Admin. draft proposed LCP Land Use and Zoning Code language changes for 6-week Coastal staff review

- Admin. draft proposed map updates for 6-week Coastal staff review
- (Revised) 2nd Draft

Task 4.2 Address coastal resiliency needs in previous amendments and update as necessary in draft IP/LUP

EMC Planning Group and City staff will consider how other city-wide zoning updates could achieve preferred coastal resiliency strategies as identified in Phase 1, including managed retreat where feasible. This will include identifying inland properties that could be zoned and maintained as open space. An admin draft LCP update will be shared with Coastal Commission staff for a 6-week review period showing potential rezoning, and comments will be incorporated into a revised draft if necessary.

Deliverables:

- Admin. draft LCP updates related to coastal resiliency for 6-week Coastal staff review
- (Revised) 2nd Draft

Task 5 Mapping Update

Task 5.1 Prepare GIS maps for zoning, land use, additional maps as needed to modernize the LCP – coordination with CCC mapping unit will be included

The maps in the City of Marina's LCP are the original maps from the initial LCP certification in 1982. The maps are hand drawn, of poor scale and quality, and have not yet been converted digitally. EMC Planning Group will update all maps within the LCP to digital form and will provide GIS layers to the City. EMC Planning Group will also work with City staff and Coastal staff to identify additional maps that could support the LCP (i.e., ESHA, hazards, public access maps, etc.)

Deliverables:

- Up to 25 digital maps (one draft and one final) to replace existing hand drawn LCP maps
- Create GIS layers for Marina's ownership and use

Task 6 Monterey Bay Opportunistic Beach Nourishment Program (OBNP)

Task 6.1 Integration of the City of Monterey's OBNP policies into the LCP update as applicable

The intent of the Opportunistic Beach Nourishment Program (OBNP) is to create a process where available suitable beach material can be stockpiled and/or directly placed on the beach under a streamlined process. Under the proposed program, beach material would be evaluated for compatibility, stockpiled at designated sites if needed, and placed on predetermined beach receiver sites(s). The City of Monterey adopted Initial Study and Negative Declaration will be used as the required CEQA analysis.

Task 6.2 Review the City of Monterey's adopted OBNP MND for adequacy

This Task includes synthesizing the MBOBNP into LCP language which will set the stage for a programmatic approach to nature-based adaptation strategies along Marina's coastline. EMC Planning Group will work with Integral Consultants to develop regional, neighborhood, site, or asset specific adaptation approaches by identifying receiver sites along the Marina coastline.

Deliverables:

- Draft policy language encouraging a long-term plan for the membership and use of the MBOBNP as a method for nature-based adaptation, shared with CCC staff for 6-week review
- Final policy language incorporated in LCPA

Task 7 Specific Policy Area Updates

There are a number of specific policy area updates required to bring Marina's LCP into compliance with State Law. These policy area updates will generally address environmental justice and climate change issues by addressing housing and transportation policies that will facilitate reductions in greenhouse gases and vehicle miles traveled by streamlining housing development in areas appropriate to support such development.

Task 7.1 Objective Design Standards, Housing Ordinance Updates, and additional policy area updates resulting from stakeholder and Coastal Commission staff input

The City of Marina is in the process of adopting Objective Design Standards (ODS) as required by State Law (SB 35 and SB 330). The ODS will be adopted outside of the City's Coastal Zone at the end of 2023. As part of this LCP update, the City will incorporate the ODS within the LCP as required by State Law. The City's ODS will be modified as appropriate for the Coastal Zone and integrated into the LCP Implementation Plan.

The City of Marina has a number of fair housing ordinances (reasonable accommodation, employee housing, supportive and transitional housing, low-barrier navigation centers, etc.) that it is adopting to comply with State Housing Law, and need to be brought into the Coastal Zone via an LCP amendment.

This Task leaves time and budget to account for any additional LCP policy area changes that are identified by EMC Planning, City staff, Coastal staff or stakeholders during the LCP amendment process, such as environmental justice policies. The draft IP updates will be shared with Coastal Commission staff for a 6-week review, and the draft will be revised to reflect those comments as appropriate.

Deliverables:

- ODS, housing updates, and other policy updates incorporated into draft IP shared with CCC staff for 6-week review
- Revised draft IP updated to address CCC staff comments as appropriate

Task 8 Prepare LCP Amendment Submittal

This task includes preparing a final draft of the comprehensive LCP update, which will include the amendments from Tasks 3-7 above. During this Task, EMC Planning Group will finalize edits from the City and Coastal staff and will assist the City in the LCP Amendment submittal.

Task 8.1 Synthesis of previous tasks into an Admin. draft for City staff review

Synthesize admin drafts from previous tasks specific LCP updates into one unified admin draft for review.

Task 8.2 Prepare “final” draft for Coastal staff review

Submit draft LCP update for City and Coastal Commission staff review. Attend up to two (2) meetings with City and Coastal Commission staff.

Task 8.3 Prepare public draft

Incorporate City staff and Coastal Commission comments to create a public draft.

Task 8.4 Staff Report, Resolution, Ordinance, and Findings

Assist City staff with preparation of Staff Reports and Findings for the City Planning Commission and City Council to consider adoption of the LCP Amendment.

Task 8.5 Attend Public Hearings

Prepare for and attend up to two (2) Planning Commission meetings and two (2) City Council meetings to adopt the LCP Amendment. This includes assisting the City with preparation of a Power Point presentation. Prepare for and attend the Coastal Commission hearing to adopt the LCP Amendment to assist the City with questions, as needed.

Deliverables:

- Admin draft LCPA compiling all amendments generated in previous tasks for City staff review
- Revised draft LCPA for 6-week CCC staff review
- Revised draft for public review
- Planning Commission staff report and meeting materials; City Council staff report and meeting materials
- LCPA for submittal to CCC
- Coordination with CCC staff in preparation for CCC hearing

Please contact myself at groves@emcplanning.com or Anastazia Aziz, AICP at aziz@emcplanning.com if you have any questions regarding this proposal.

Alyson Hunter, AICP
City of Marina
September 29, 2023, Page 11

Sincerely,

Michael Groves AICP
President

City of Marina Comprehensive LCP Amendment

Task	LABOR (HOURS)										EXPENSES		BUDGET					
	EMC Planning Group										Integral		Labor (\$)	Expenses (\$)	Subtotal (\$)	10% Markup*		
	Senior Principal	Principal	Principal Biologist	Associate Planner	Desktop Publisher	Graphics	Administrative/ Production	EMC Planning Group Hours	EMC Planning Group Costs	Dave Revell	Integral Hours	Integral Costs						
	\$275	\$250	\$210	\$165	\$140	\$115				\$260								
Phase 2- Comprehensive LCP Amendment																		
1. Project Administration and Management	30	40		64	8	48	190	\$35,450			38	\$9,880	Production/Misc	\$5,000				
2. Stakeholder Identification and Outreach Program	24	40		96	24	16	200	\$37,640					Outreach Platform	\$10,000				
3. LCP Clean-up and Initial City/CCC Review	24	56		96	8	4	188	\$38,020					Mileage	\$1,000				
4. Site rezoning/LCP Implementation Plan	41	44	36	116	4	4	245	\$49,995										
5. Mapping update	12	16	64	30	120	4	246	\$42,950										
6. Beach Nourishment Program							36	\$6,960			60	\$15,600						
7. Specific Policy Area Updates	53	190		258	64	52	617	\$119,585										
8. LCP Amendment draft and Submittal	70	76		220	20	35	421	\$81,375			62	\$16,120						
Subtotal Task A (Hours)	254	474	100	904	248	163	2143			160	160							
Subtotal Task A (Cost)	\$69,850	\$118,500	\$21,000	\$149,160	\$34,720	\$18,745			\$411,975	\$41,600					\$453,575	\$16,000	\$469,575	\$5,760
TOTAL ESTIMATED HOURS	254	474	100	904	248	163				160								
TOTAL ESTIMATED LABOR BUDGET	\$69,850	\$118,500	\$21,000	\$149,160	\$34,720	\$18,745				\$41,600					\$453,575	\$16,000	\$469,575	\$5,760
TOTAL LABOR BUDGET PER FIRM											\$41,600							

OPTIONAL TASKS

Subtotal Optional Tasks (Hours)	0	0	0	0	0	0												
Subtotal Optional Tasks (Cost)	\$0	\$0	\$0	\$0	\$0	\$0												
OPTIONAL TASKS TOTAL																		

Total \$475,335

NOTES:

- a. The standard 15% Markup has been reduced to 10% and is included on Administrative Overhead Expenses and Subconsultant Costs
- b. This proposal is valid for 90 days

October 30, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
AWARDING THE CITY OF MARINA GENERAL BUILDING
IMPROVEMENTS ON-CALL CONTRACT 2023 TO PUEBLO CONSTRUCTION
INC. OF SEASIDE, CALIFORNIA FOR AN ANNUAL CONTRACT AMOUNT
NOT TO EXCEED \$1,000,000, AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT DOCUMENTS AND ALL WORK AND CHANGE
ORDERS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY
ENTRIES**

REQUEST:

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

1. Awarding the City of Marina General Building Improvements On-Call Contract 2023, **Exhibit A**, to Pueblo Construction Inc. of Seaside, California for an annual contract amount not to exceed \$1,000,000, and an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000, and,
2. Authorizing the City Manager or designee to execute contract documents and all work and change orders on behalf of the City subject to final review and approval by the City Attorney, and,
3. Authorizing Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The City of Marina General Building On-Call Contract 2020 was successfully used to expedite the delivery of various City projects and expired on July 26, 2023.

Currently the City does not have an on-call contract for general building improvements to help expedite the execution of Capital Improvements Projects and maintenance projects. Having the on-call contract will help the City quickly respond to construction needs to deliver urgent projects on time, and possibly cost savings.

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

The Bid Schedule includes a Base Bid Schedule 1 to establish hourly rates for various construction trades, Base Bid Schedule 2 to establish the construction percentage mark up for general construction, sub-contractor, materials, equipment, contractor's fee and bond payment.

On September 19, 2023, the City Council of Marina adopted Resolution No. 2023-92 approving advertising and call for bids for the City of Marina General Building Improvements on Call Contract 2023.

ANALYSIS:

On October 24, 2023, two sealed bids were received, one was deemed non-responsive, and one was opened, and publicly read in person and via live video feed for the City of Marina General Building Improvements On-Call Contract 2023.

Following is the bid summary:

Name of Company and Address	Base Bid (BB 1) Schedule 1	Base Bid (BB 2) Schedule 2	Grand Total Bid (BB 1+BB2)
Pueblo Construction, Inc. Seaside, CA	\$3,758.53	\$23,500.00	\$27,258.53
David Construction & Management, Inc. San Luis Obispo, CA	Non-Responsive		

The bid received from David Construction Management Inc. was deemed non-responsive due to omission of a required acknowledgement of addendum 1. After reviewing the responsive bid, Pueblo Construction Inc. of Seaside, California is deemed to be the lowest, responsive, and responsible bid. The Pueblo Construction Inc., main office is in Santa Barbara but the firm has a local office in the City of Seaside.

The City has not worked with Pueblo Construction Inc., however, the contractor successfully worked as an on-call contractor for the City of Monterey and other neighboring agencies. Feedback from those who have work experience with Pueblo Construction is favorable and the company's work quality is commendable.

The bid schedule was used to capture the unit prices and percentages and it will be used for estimating and issuance of work orders.

The construction contract with Pueblo Construction Inc is awarded for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed two (2) years. The amount of work to be requested during the 1st year or optional 2nd year contract period cannot be well defined at the outset. Work shall be issued through Work Orders.

FISCAL IMPACT:

The awarding of the proposed construction contract does not have a direct fiscal impact and no minimum annual dollar value of work is guaranteed by the City. Work orders issued under this contract will be funded by the respective approved Capital Improvement Project funding or appropriate maintenance account. In the case of emergency repairs, staff will bring a budget appropriation recommendation to the City Council for approval.

California Environmental Quality Act (CEQA)

The awarding of construction contract for the City of Marina General Building Improvements On-call Contract 2023 is not a project under CEQA guidelines.

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

CONCLUSION:

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

Respectfully submitted,

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 AWARDING THE CITY OF MARINA MUNICIPAL GENERAL BUILDING IMPROVEMENTS ON-CALL CONTRACT 2023 TO PUEBLO CONSTRUCTION, INC. OF SEASIDE, CALIFORNIA FOR AN ANNUAL CONTRACT AMOUNT NOT TO EXCEED \$1,000,000, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL WORK AND CHANGE ORDERS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, the City of Marina General Building On-Call Contract 2020 was successfully used to expedite the delivery of various City projects and expired on July 26, 2023, and;

WHEREAS, currently the City does not have an on-call contract for general building improvements to help expedite the execution of Capital Improvements Projects and maintenance projects. Having the on-call contract will help the City quickly respond to construction needs to deliver urgent projects on time, and possibly cost savings, and;

WHEREAS, this on-call contract is similar to a job order contract, which will augment the City staff, and provide a readily available work force to repair existing City's infrastructure, conduct emergency repairs and new construction, as the City deems appropriate, and;

WHEREAS, the Bid Schedule includes a Base Bid Schedule 1 to establish hourly rates for various construction trades, Base Bid Schedule 2 to establish the construction percentage mark up for general construction, sub-contractor, materials, equipment, contractor's fee and, bond payment, and;

WHEREAS, on September 19, 2023, the City Council of Marina adopted Resolution No. 2023-92 approving advertising and call for bids for the City of Marina General Building Improvements on Call Contract 2023, and;

WHEREAS, on October 24, 2023, two sealed bids were received, one was deemed non-responsive, and one was opened, and publicly read in person and via live video feed for the City of Marina General Building Improvements On-Call Contract 2023, and;

WHEREAS, the bid received from David Construction Management Inc. was deemed non-responsive due to omission of a required acknowledgement of addendum 1, and;

WHEREAS, after reviewing the responsive bid, Pueblo Construction Inc., of Seaside, California is deemed to be the lowest, responsive, and responsible bid, and;

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

WHEREAS, the awarding of the proposed construction contract does not have a direct fiscal impact and no minimum annual dollar value of work is guaranteed by the City, and;

WHEREAS, the construction contract with Pueblo Construction Inc. is awarded for a term of one (1) year with a not to exceed annual funding limit of \$1,000,000. The agreement will include an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. The total term of this agreement will not exceed two (2) years, and;

WHEREAS, work orders issued under this contract will be funded by the respective approved Capital Improvement Project funding or appropriate maintenance account. In the case of emergency repairs, staff will bring a budget appropriation recommendation to the City Council for approval, and;

WHEREAS, the awarding of construction contract for the City of Marina General Building Improvements on Call Contract 2023 is not a project under CEQA guidelines. Each project that will be issued under the City of Marina General Building Improvements on Call Contract 2023 will require a CEQA determination and shall comply accordingly;

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

1. Award the City of Marina Municipal Improvements On-Call Contract 2023, **Exhibit A**, to Pueblo Construction Inc. of Seaside, California for an annual contract amount not to exceed \$1,000,000, and an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000, and;
2. Authorize the City Manager or designee to execute contract documents and all work and change orders on behalf of the City subject to final review and approval by the City Attorney, and;
3. Authorize Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of November 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

A9 FORM OF CONTRACT

FOR

City of Marina General Building Improvements On Call Contract 2023

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Pueblo Construction, Inc. "hereinafter called Contractor,"

WITNESSETH:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **City of Marina General Building Improvements On Call Contract 2023** at the City of Marina, CA.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Signed and executed Bid and Proposal of Contractor, as accepted by City;
- b. Proposal Guaranty Bond;
- c. Performance and Payment Bond;
- d. Plans and Specifications for the project;
- e. Insurance;
- f. California Building Code and associated codes, latest edition adopted by the City;
- g. Standard Plans and Standard Specifications, Caltrans 2018 Edition;
- h. Technical Specifications, issued for each work orders;
- i. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit:

The unit prices and percentages as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement. Work Orders are prepared and issued using the unit prices and percentages as set forth in the Proposal of said Contractor. This agreement is for a **not to exceed annual contract limit of one million dollars (\$1,000,000.00) and an option for an additional one (1) year extension with a not to exceed annual contract limit of one million dollars (\$1,000,000.00). The total term of this agreement will not exceed two (2) years. The amount of work to be requested during the one year or optional additional year contract period cannot be**

well defined at the outset. Work shall be issued through Work Orders. All issued Work Orders will become an Exhibit to this Agreement.

This Contract is for Contractor to perform "on-call" services or tasks and as such it is a standby agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Contract and no guarantee that any work will be assigned to Contractor during its term.

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 1.04 of Part C-Special Provisions. Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

TENTH:

- a. The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.
- b. Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.
- c. Contractor shall comply with laws relating to the work.

ELEVENTH:

- a. 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 of this Agreement by Contractor, its officers, employees, agents and sub-contractors, excepting only to the extent same result from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.
- b. 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 such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed 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 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.
- c. 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 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.
- d. 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.

TWELFTH:

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.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

CITY OF MARINA

By: _____

By: Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FROM:

By: _____
Heidi A. Quinn,
Interim City Attorney

By: _____

Date: _____

Date: _____

ATTESTED:

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Date: _____

Resolution No. 2023-_____

October 12, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING THE PHASE 1B-PROMENADE PUBLIC IMPROVEMENT
AGREEMENT FOR THE TRAFFIC SIGNAL AND SITE LIGHTING
BETWEEN CITY OF MARINA AND SHEA HOMES, LP, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC
IMPROVEMENT AGREEMENT ON BEHALF OF CITY SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving the Phase 1B-Promenade Public Improvement Agreement for the Traffic Signal and Site Lighting between City of Marina and Shea Homes, LP, (“Developer”) (“**EXHIBIT A**”), and;
2. Authorizing the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for the Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regularly scheduled meeting of May 3, 2022, the City Council adopted Resolution No. 2022-52, approving an amendment to the University Village Phase 1B-Promenade Tentative Map.

At the regularly scheduled meeting of March 27, 2023, the City Council adopted Resolution No. 2023-28, approving the Phase 1B Promenade Public Improvement Agreement for all site improvements excluding site lighting and the traffic signal at 10th Street and 2nd Avenue. During this meeting, staff notified the Council that these remaining improvements would be brought back at a later date for their own Public Improvement Agreement.

ANALYSIS:

Shea Homes Limited Partnership (“Developer”) has submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the construction of the approved public lighting and traffic signal.

FISCAL IMPACT:

Should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work.

For the construction of site lighting and traffic signal improvements for Phase 1B-Promenade, the Developer will post a bond in the amount of One Million Five Hundred Twenty-Four Thousand Fifty Dollars (\$1,524,050.00), for completion of the public improvements and a bond in the amount of One Million Five Hundred Twenty-Four Thousand Fifty Dollars (\$1,524,050.00), to secure payment for labor and materials.

Continued maintenance of streetlights and traffic signal facilities shall be incorporated into the existing Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32.

ENVIRONMENTAL REVIEW:

This project is exempt from further environmental review per Section 15162 of the CEQA guidelines as the traffic impacts were previously assessed in the University Village EIR.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE PHASE 1B-PROMENADE PUBLIC IMPROVEMENT
AGREEMENT BETWEEN CITY OF MARINA AND SHEA HOMES, LP, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC
IMPROVEMENT AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, at the regularly scheduled meeting of May 3, 2022, the City Council adopted Resolution No. 2022-52, approving an amendment to the University Village Phase 1B-Promenade Tentative Map, and;

WHEREAS, at the regularly scheduled meeting of March 27, 2023, the City Council adopted Resolution No. 2023-28, approving the Phase 1B Promenade Public Improvement Agreement for all site improvements excluding site lighting and the traffic signal at 10th Street and 2nd Avenue. During this meeting, staff notified the Council that these remaining improvements would be brought back at a later date for their own Public Improvement Agreement, and;

WHEREAS, Shea Homes Limited Partnership (“Developer”) has submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the construction of the approved public lighting and traffic signal, and;

WHEREAS, should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work, and;

WHEREAS, for the construction of site lighting and traffic signal improvements for Phase 1B-Promenade, the Developer will post a bond in the amount of One Million Five Hundred Twenty Four Thousand Fifty Dollars (\$1,524,050.00), for completion of the public improvements and a bond in the amount of One Million Five Hundred Twenty Four Thousand Fifty Dollars (\$1,524,050.00), to secure payment for labor and materials, and;

WHEREAS, continued maintenance of streetlights and traffic signal facilities shall be incorporated into the existing Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32.

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

1. Approve the Phase 1B-Promenade Public Improvement Agreement between City of Marina and Shea Homes, LP, (“Developer”) (“**EXHIBIT A**”), and;

2. Authorize the City Manager to execute the Public Improvement Agreement on behalf of 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 held on the 7th day of November 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

PUBLIC IMPROVEMENT AGREEMENT

CITY OF MARINA

**EXHIBIT A
TO STAFF REPORT**

PUBLIC IMPROVEMENT AGREEMENT

**AGREEMENT FOR IMPROVEMENT OF THE PROMENADE STREET
LIGHTS AND TRAFFIC SIGNAL AT THE INTERSECTION OF 2ND AVENUE
AND 10TH STREET
“The Dunes on Monterey Bay” Project
– Phase 1B the Promenade –**

This Agreement for Improvement of the Promenade Street Lights and Traffic Signal at 2nd Avenue and 10th Street (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the City of Marina, herein called the “City,” a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the “Developer.”

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the “Master Developer” is the owner of the land known as The Dunes Phase 1B; and

WHEREAS, on May 31, 2005, by Resolution 2005-130 the Master Developer received approval from the City for: (1) the University Village (now “The Dunes on Monterey Bay”) Specific Plan (Resolution 2005-130); and (2) a Tentative Subdivision Map (“Tentative Map”) consistent with the City’s General Plan and the Specific Plan (Resolution 2005-131) subject to Conditions of Approval attached to Resolution 2005-131 including: Condition 3 requiring a subdivision improvement agreement and bonding; and Condition 18 requiring establishment of a Landscape and Lighting District (“LLD”) prior to approval of the first Final Map; and

WHEREAS, the Master Developer conducted deconstruction and demolition activities affecting the Property (as defined below) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

WHEREAS, the Marina Redevelopment Agency and the Master Developer entered into the Implementation Agreement Regarding University Village on September 6, 2006, which provided for construction of the project in three major phases, Phases 1, 2 and 3 and which further split Phase 1 into three separate sub phases termed Phase 1A, Phase 1B and Phase 1C, and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, on October 2, 2007, in Resolution 2007-229 the City approved a Final Map that included Phase 1B and a Subdivision Improvement Agreement. However, due to subsequent changes in economic conditions the Phase 1B Final Map was never recorded and a Subdivision Improvement Agreement for Phase 1B was never executed. The October 2, 2007, approval of the Phase 1B Final Map and the authority to enter into the Subdivision

Improvement Agreement, were rescinded by the adoption of Resolution 2015-16 approving a Public Improvement Agreement for Phase 1A First Phase/Residential; and

WHEREAS, following the Master Developer's invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer's continued construction of the project in spite of the economic downturn and made certain changes to the Disposition and Development Agreement and to the Conforming Clarifications to the Schedule of Performance; and

WHEREAS, on August 12, 2008, in accordance with Resolution 2008-173 the City and the Master Developer entered into a Public Improvement Agreement to provide for the improvement of streets, installation of storm drains and other public works facilities for a portion of Phase 1C and 2 designated as residential in the Specific Plan (the "Initial Phase/Residential"); and

WHEREAS, on October 21, 2008, by Resolution 2008-209 the City approved an amendment to the Tentative Map affecting Phase 1B, adopting two additional Conditions of Approval to the Tentative Map and thereby changing the numbering of Condition 18 to Condition 20; and

WHEREAS, on May 18, 2010, by Resolution 2010-13(MRA) the Marina Redevelopment Agency and the City, by Resolution 2010-75, approved a modification to the Schedule of Performance; and

WHEREAS, The Master Developer remains obligated under the Disposition and Development Agreement and Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, the Conditions of Approval of the Tentative Map, as adopted by Resolution 2005-131 and as amended by Resolution 2008-209 require the establishment of a Landscape and Lighting District prior to recording of a final map; and

WHEREAS, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 (The Dunes); and

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos.3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District and permitted the Developer to record a final map for Phase 1C First Phase/Residential prior to the establishment of the Community Facilities District but that the City shall not accept any of the infrastructure improvements or easements for Phase 1C First Phase/Residential to be maintained by the

Community Facilities District, including infrastructure improvements to be completed by the Developer, until such time as the Community Facilities District is established; and

WHEREAS, on December 9, 2021, the City approved the Site and Architectural Design Review Application (SADRA) for the Promenade, a portion Phase 1B of the Dunes on Monterey Bay Specific Plan (the Project), Exhibit A; and

WHEREAS, on May 3, 2022, by Resolution 2022-52, the City approved a Tentative Subdivision Map amendment for Phase 1B of the Dunes On Monterey Bay (Exhibit B); and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map (“Final Map”) for Phase 1B; and

WHEREAS, revised improvement plans entitled “Traffic Signal Plans For The Dunes Promenade - Phase 1B” herein the “Improvement Plans,” to be those signed by the City Engineer on _____, 2023, and incorporated herein by reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 1B of The Dunes on Monterey Bay Project, referred to herein as Phase 1B the Promenade development area, or the “Project,” located on and along 2nd Avenue, from Jetty Street to a portion of 8th Street, and the southerly end of General Stilwell Drive, herein the “Property”. Improvements are to include new traffic signal improvements, as shown on Exhibit C, herein the “Improvements;” and

WHEREAS, the City will not accept any of the Phase 1B public improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Developer requires certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

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

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

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

SECTION 1

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

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.
- b. To annex the Property to Community Facilities District No.2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.
- c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to the Community Facilities District. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the Community Facilities District. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including

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

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

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

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond

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

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

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Not to offer for dedication to and acceptance by the City any of the public improvements constructed by Developer and located on the Property until such time as the Property is annexed to the Community Facilities District.

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 1B – the Promenade and prior to the annexation to the Community Facilities District, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is One Million Five Hundred Twenty-Four Thousand Fifty Dollars

(\$1,524,050). The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence substantial construction of the Improvements required by this Agreement within the time period set forth in the Conforming Clarifications to the Schedule of Performance ("Schedule of Performance") between City and Master Developer, as the Schedule of Performance may be subsequently amended. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City shall accept the Improvements no later than six (6) months after such time as the Improvements are (i) completed to the satisfaction of the City Engineer, (ii) the annexation to the CFD is completed and (iii) the City is in receipt of funds from the CFD to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (6) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty days; (7) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (8) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty days' notice of such default, or if the default may not reasonably be curing within such time period, if it commences to cure within thirty days and thereafter diligently proceeds to complete the cure.

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

The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

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

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

SECTION 6

That the following General Stipulations and any attached stipulations shall be completed, subject to the approval of the City Engineer.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic
3. All work within the public right-of-way shall be subject to the approval of the City Engineer or his or her designee.
4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.
5. All improvements shall be installed per the approved Improvement Plans.
6. The Developer shall provide to the City of Marina electronic copy of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).

7. Any reimbursements due the Developer, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.
8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law. Developer shall make a deposit for inspection services as required by the City of Marina's Municipal Code (Ordinance No. 2018-03) as may be updated from time to time. At any time the City's cost associated with inspection services for the project exceed the deposit amount(s) provided, Developer shall deposit additional funds with the City within 30 days of a request made in writing by the City to the Developer. The City will provide Developer with quarterly statements of actual costs paid for inspection services and a final statement of costs as well as a refund of unused funds (if any) will be provided within 30 days of final acceptance of the public improvements by the City, or as otherwise agreed to by the parties in writing.

SECTION 8

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

SECTION 9

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

SECTION 10

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 11

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

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets,

Installation of Storm Drains and Other Public Works Facilities “The Dunes on Monterey Bay’ Project A Portion of Phase 1C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities “The Dunes on Monterey Bay, Phase 1B the Promenade” and the Agreement for Improvement of the Promenade Street Lights and Traffic Signal at the intersection of 2nd Avenue and 10th Street “The Dunes on Monterey Bay” constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

In the event the Schedule of Performance (including any Conforming Clarifications thereto) is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the Schedule of Performance. Any such extension may be granted without notice to Developer’s surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

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

ATTEST:

CITY OF MARINA

Acting Deputy City Clerk

Layne Long
City Manager

APPROVED AS TO FORM:

City Attorney

IN WITNESS WHEREOF, Developer has executed this agreement as of

_____.

MARINA COMMUNITY PARTNERS, LLC, a Delaware
limited liability company.

BY: SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

It's: Sole Partner

BY: _____

It's _____

BY: _____

It's _____

EXHIBIT A

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

December 9, 2021

VIA ELECTRONIC MAIL ONLY

Don.Hofer@sheahomes.com
Doug.Yount@sheahomes.com
Marina Community Partners
Shea Homes – Northern California

Subject: Administrative Approval for the Dunes on Monterey Bay, Promenade Project SADRA

Please be advised that the Site and Architectural Design Review Application (SADRA) for the Promenade, a portion Phase 1B of the Dunes on Monterey Bay Specific Plan (the Project), submitted on July 19, 2021 is approved, subject to the Findings of Fact and the Conditions of Approval described below.

FINDINGS

1. The design of the project is generally consistent with the policies, programs and development standards of the University Villages (the Dunes on Monterey Bay) Specific Plan as amended, the Development Agreement, Settlement Agreement, Operating Agreement Clarifying and Modifying Certain Project Approvals for the Specific Plan for the Dunes on Monterey Bay, and the City of Marina Zoning Ordinance, as applicable.
2. As conditioned, the Project is designed and will be constructed and maintained so located, that the project, as conditioned, will not:
 - a) Be unsightly, undesirable or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the City because the project will replace previous military land uses with upscale mixed-used development that provides a variety of housing opportunities, and goods and services for residents and visitors.
 - b) Impair the desirability of tenancy or investment or occupation in the City because the proposed project will provide a new development and improvements that benefit both visitors and residents.
 - c) Limit the opportunity to obtain the optimum use and value of the land and improvements because the project will help increase the number jobs in Marina while providing necessary services to the residents and visitors to Marina.
 - d) Otherwise adversely affect the general welfare of the community because the project will have an overall positive effect on the general welfare of the community.

CONDITIONS

1. Prior to the submittal of any application for grading or building permits:
 - a) Adjustments to the boundaries and acreage on file with the City are permitted without necessitating a Specific Plan Amendment, provided the total gross acreage of the development area does not change by more than 10% increase or decrease in of the original gross acreage approved under the Specific Plan. The Applicant shall provide a revision to Land Use Summary Table 5.1 of the Specific Plan summary of acreage, including open space, and dwelling units that have been adjusted to assure compliance with Chapter 5.6 of the Specific Plan to ensure the percentage of change is acceptable
 - b) The Applicant shall provide a summary of dwelling units in each phase of the Specific Plan that have been adjusted to ensure the permitted number of dwelling units and density per acre is not exceeded.
 - c) The Applicant shall provide a summary of open space within each phase of the Specific Plan to ensure that the minimum amount of developed parkland is consistent with the Specific Plan and the additional standard of 0.2 acres for every 40 dwelling units is maintained.
 - d) A ‘SimTraffic’ analysis shall be provided to the City Engineer for the 2nd Avenue corridor between 8th Street and Imjin Parkway to evaluate the operations of traffic flow with the proposed development and the intersection controls described below.
 - i. Unless proven otherwise by the traffic analysis, the intersection of 11th St/2nd Ave shall be Right-in, Right-out (RIRO) only. This intersection is too close to the 10th St and GSW Drive intersections for additional signal access. The left turn pockets at GSW Drive and 10th St are back-to-back and shortening these turn pockets is not recommended and may result in left-turn queues overflowing into the through lanes, resulting in grid lock on the road network in the area.
 - ii. Unless proven otherwise by the traffic analysis, the proposed access street driveway between 9th Street and 10th Street shall be RIRO only.
 - iii. The intersection of 10th St/2nd Ave shall be signalized with full movements allowed.
 - iv. The current all-way-stop control at 9th St/2nd Ave may be a bottleneck for the north-south movements along 2nd Avenue. Evaluate the traffic impacts from existing and proposed development for possible traffic improvements for the intersection.
 - v. Signal interconnect or a signal adaptive system shall be installed along the 2nd Avenue corridor between 8th street and Imjin Parkway to accommodate progression of vehicle movement along the corridor. The short block spacing and signalization will result in congestion if signals are not operating efficiently.

2. Prior to any grading or other site modifications:

- a) Civil Improvement Plans and Sections C.1.1 through C.3.3 shall be revised to reflect modified road alignments, sidewalks and trails including such improvements within the Linear Park, and other open space elements, building pads and parking areas within the Promenade area.
- b) The Site Plan for the Promenade shall be revised to incorporate the realignment of the northerly access drive and parking spaces as proposed by the Applicant, together with location of transit stops. The revised plan shall be accompanied by an analysis of traffic flow, parking and queuing capacity at 2nd Avenue during AM/PM peak hours.
- c) Driveway entrances, emergency access improvements and parking lot radius within the development shall be designed to the satisfaction of the Marina Fire Department.
- d) Detailed plans shall be provided for the linear park and the multi-purpose trail along 8th street from the Village Square to 1st Avenue. Details shall include landscaping, the location of street furniture, public artwork, sculpture garden, other features and trail improvements within the linear park and along 8th Street.

3. Prior to the issuance of building permits:

- a) The Applicant shall provide detailed plans for all common areas depicted on SP-1 of the plans dated 7.16.21. The plans shall include location and specifications of artwork, sculpture and commemorative features as required by the Specific Plan. Windbreaks shall be incorporated wherever possible. Maintenance of these features shall be the responsibility of the Community Facilities District. In addition to the features described above, the following shall be incorporated into the detailed plans:

The Village Square public space shall at a minimum, features that will encourage people to gather and incorporate fire pits, tables, chairs, passive sitting areas, outdoor performance areas, vertical elements, artwork and sculptures, game playing, dog clean-up facilities, electrical outlets in locations appropriate for small entertainment, decorative flatwork elements and lawn space.

- i. The Linear Park public space extending south from the Village Square shall at a minimum include a sidewalk, passive sitting areas, dog clean-up facilities, Publically accessible restrooms shall be provided within one of the commercial buildings surrounding the Village Square. The restrooms will be directly accessible from public areas and open during normal business hours of the adjacent commercial businesses.
- b) Detailed Lighting and Landscape plans shall be submitted for the Promenade that comply with the requirements of the Specific Plan (which exclude palm trees). Lighting and illumination plans shall include photometric contours.

Administrative Approval, Promenade SADRA
Marina Community Partners
Shea Homes – Northern California
December 9, 2021
Page 4 of 4

- c) The Applicant shall submit a Master Sign Program for The Dunes at Monterey Bay Specific Plan project area. At a minimum, the Program shall encompass and address permanent specific plan community identification (i.e. community entry monument/feature signs and general design criteria such as a logo, font, sign shapes, colors, etc.), sign standards and potential location criteria for future temporary signage, and conceptual permanent signage standards for future individual developments (residential, commercial, institutional, etc. including quantity, general location(s), sign type(s), and aesthetics (color, font, logos, etc.).

4. Prior to building occupancy:

- a) All landscaping, irrigation and lighting in the Promenade area adjacent to building structures shall be installed, inspected and approved prior to building occupancy.
- b) Entry monumentation, street signs and wayfinding signs shall be installed in and around the Promenade.
- c) All street furniture, sidewalks, trail elements, decorative flatwork and other amenities adjacent to building structures shall be installed and functional prior to building occupancy.

Please contact me at 831-884-1238 or by email at chopper@cityofmarina.org if you have any questions or need any additional information.

Respectfully,



Christy Hopper
Planning Services Manager
City of Marina

- e: Layne Long, City Manager
Matt Mogensen, Assistant City Manager
Brian McMinn, Public Works Director
Edrie De Los Santos, CSG
Steve Flint, RGS
File

EXHIBIT B

RESOLUTION NO. 2022-52

THE CITY COUNCIL OF THE CITY OF MARINA HEREBY APPROVES THE TENTATIVE MAP AMENDMENT TO THE DUNES ON MONTEREY BAY (FORMERLY UNIVERSITY VILLAGES) PHASE 1B-PROMENADE TENTATIVE MAP (EIR SCH NO. 2004091167).

WHEREAS, at the regular meeting of May 31, 2005, City Council adopted Resolution No. 2005-127, certifying the Environmental Impact Report for the University Village Development Project, Resolution No. 2005-130, approving the University Village Specific Plan, Resolution No. 2005-131, approving the University Village Tentative Map and Resolution No. 2005-132, approving Sign Program for Regional Retail, Village promenade, Site Plans, Landscaping Plans, Lighting Plans and Building Elevations for Residential Units; and,

WHEREAS, at the regular meeting of October 2, 2007, the City Council adopted Resolution No. 2007-229, approving Phase 1C Final Map for The Dunes Development Project Subdivision (formerly University Village) and approving Subdivision Improvement Agreement between City of Marina and Marina Community Partners, LLC, (MCP); and,

WHEREAS, at the regular meeting of the Planning Commission on October 9, 2008, the Planning Commission reviewed and recommended that City Council open a public hearing and certify and Addendum to the Environmental Impact Report (EIR SCH No. 2004091167) originally approved by Council on May 31, 2005, approve an amended tentative map (Resolution No. 2008-27), and approve a revised site plan for the Dunes Phase 1B, subject to conditions; and,

WHEREAS, at the regular meeting of October 21, 2008, the City Council adopted Resolution No. 2008-209, certifying an addendum to the Environmental Impact Report EIR SCH No. 2004091167, approving an amended tentative map and conditions of approval, revised site plan for the Dunes Phase 1B and revised Project and Tenant Sign Criteria, subject to conditions; and,

WHEREAS, at the regular meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140 approving an Operating Agreement for the Dunes on Monterey Bay, including but not limited to, the Specific Plan, Development Agreement, the Schedule of Performance, and the 2019 project pro formas; and,

WHEREAS, as part of the approved Schedule of Performance, MCP is responsible for the construction of approximately 27,285 sq. ft of commercial pads, which the parcels are included in this amended Tentative Map; and,

WHEREAS, Marina Community Partners (MCP) proposes amendments to the previously approved Tentative Map for Phase 1B area of the Dunes on Monterey Bay (formerly University Villages). The request changes from the approved amended 2008 Tentative Map are as follows:

1. Remainder Parcel – Individual Lot Lines and Right of Way for the Linear Park Street have been incorporated into the overall site plan.
2. Remainder Parcel – Parcels have been added to create individual lot for residential buildings.
3. Property Lines – The property lines shown in the amended Tentative Map have been refined to adjust to the current design site plan for the commercial, retail, live-work and residential units.

4. Parcels – Parcels have been adjusted and added for private streets, open space area to assist with the amended Commercial Association, which will be annexed into the existing CAM.
5. Grading – The project grading concept has not substantially changed. The current grading has been refined to fit the current layout of the new site plan.
6. Street Sections – Street sections have been adjusted to reflect existing road conditions built on the site. All sections are consistent with the Specific Plan.
7. Right of Way entry to the town square from the south is realigned and narrowed to promote a more friendly pedestrian access between all the retail centers for the project.

WHEREAS, the City of Marina Planning Division determined the project is consistent with the Environmental Impact Report (SCH No.2004091167) certified for the University Villages Specific Plan and no new environmental impacts will occur and the City Council will take action on the final CEQA determination; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said Planning Commission did affirm the findings regarding the referenced case, and further, did recommend that the City Council approve the Amended Tentative Map, subject to conditions; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the City Council did affirm the findings regarding the referenced case, and further, did find the following facts to justify approval of the Amended Tentative Map, subject to conditions, as follows:

1. The proposed amended map proposes no changes to the adopted Specific Plan for the project and is consistent with the City of Marina General Plan and University Villages Specific Plan in that this proposal consolidates land uses so as to avoid urban sprawl by making efficient use of lands designated for residential uses.
2. The design or improvement of the proposed subdivision is consistent with the City of Marina General Plan and University Villages Specific Plan in that the proposed amended tentative map will implement the Specific Plan which allows for the creation of a unique fully integrated community of diverse housing types, infrastructure and recreational facilities.
3. The site remains physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site, with limited need for retaining walls.
4. The site remains physically suitable for the proposed density of development in that the proposal is consistent with the General Plan commercial floor area ratio (FAR) and residential densities.
5. The design of the subdivision or the proposed amended improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that a biology report was prepared as part of the Environmental Impact Report in accordance with the California Environmental Quality Act and appropriate mitigations will be imposed.

6. The design of the amended subdivision or type of improvements are not likely to cause serious public health problems in that an Environmental Impact Report was prepared in accordance with the California Environmental Quality Report and findings were made that public health problems will be a less than significant impact with the implementation of appropriate mitigation measures.
7. The proposed amended tentative map does not contemplate or propose substantial changes in the prior project modifications, which will or would require major revisions of EIR No. 2004091167, due to the involvement of new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the EIR above. Rather, the proposed modification concerns a change in, and construction related to, the approved uses within a specific area of The Dunes on Monterey Bay, which specific area is approved for retails, commercial and residential mixed use.

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

1. Find the Project exempt from the California Environmental Act (CEQA) pursuant to State CEQA Guidelines Section 15183; and,
2. Approving the Phase 1B Tentative Map Amendment, subject to finds and conditions of approval.

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

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

MARINA, CALIFORNIA

UNIVERSITY VALUERS SPECIAL PLAN IS A 37.8 ACRE RESIDENTIAL AND MIXED-USE PROJECT. THE PROJECT IS A 16.4 ACRE PORTION OF THE UNIVERSITY VALUERS PROJECT AND INCLUDES RESIDENTIAL USE, COMMERCIAL USE, STUDIES, PAVES, WALKWAYS, AND VALLEY SQUARE.

1. TASK: TITLE SHEET
2. TASK: DESIGN CONDITIONS & SOLUTION PLAN
3. TASK: DESIGN CONDITIONS & SOLUTION PLAN
4. TASK: DESIGN CONDITIONS & SOLUTION PLAN
5. TASK: DESIGN CONDITIONS & SOLUTION PLAN
6. TASK: DESIGN CONDITIONS & SOLUTION PLAN
7. TASK: DESIGN CONDITIONS & SOLUTION PLAN
8. TASK: DESIGN CONDITIONS & SOLUTION PLAN
9. TASK: DESIGN CONDITIONS & SOLUTION PLAN
10. TASK: DESIGN CONDITIONS & SOLUTION PLAN
11. TASK: DESIGN CONDITIONS & SOLUTION PLAN
12. TASK: DESIGN CONDITIONS & SOLUTION PLAN

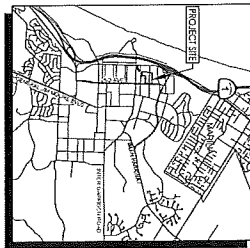
USE	LOTS	ACREAGE
RESIDENTIAL	LOTS 3, 9, 10, 14, 16	6.64
COMMERCIAL	LOTS 2, 8, 11-13, 15, 20	2.94
INDUSTRIAL	LOTS 5, 6, 7, 21	1.00
ROADS AND PARK AREA	LOTS 1, 22, 23, 24, 25	3.36
OPEN SPACE	LOTS 18	0.64
TOTAL		14.64

TO BE DEDICATED TO THE CITY OF MIAMI FOR PUBLIC STREET PURPOSES

TYPE	LOTS	UNITS
APARTS	LOTS 9, 10, 14, 21	13
TOWNHOMES	LOTS 3-7, 14, 16, 22-26	51
TOTAL	LOTS 3, 5, 23	64

[illegible][illegible]

VICINITY MAP
HTS



1. OWNERS/STAKEHOLDERS/STAKEHOLDERS
2. OWN. DISCOUNTS
3. DISCOUNTING DISCOUNTS
4. INFLAT. CORRECTIONS
5. LANDSCAPE ACQUISITION
6. ACCESSIBILITY MARKET, MARKET
7. SITE DATA
8. GENERAL MARKET CORRELATION
9. CURRENT LAND USES
10. CURRENT ZONING
11. IMPROVED LAND USES
12. FINANCIAL
13. ECONOMIC/ENVIRONMENTAL ANALYSIS
REVENUE/EXPENSE/INVESTMENT
14. ECONOMIC AND ELECTRIC
15. UTILIZATION
16. DATA COLLECTION
17. DATA ANALYSIS
18. DATA PRESENTATION
19. DATA INTERPRETATION
20. DATA EVALUATION
21. DATA REPORTING
22. DATA ARCHIVING
23. DATA SECURITY
24. DATA BACKUP
25. DATA RECOVERY
26. DATA MIGRATION
27. DATA INTEGRATION
28. DATA MONITORING
29. DATA MAINTENANCE
30. DATA SUPPORT
31. DATA TRAINING
32. DATA DOCUMENTATION
33. DATA COMPLIANCE
34. DATA AUDITING
35. DATA CERTIFICATION
36. DATA ACCREDITATION
37. DATA REGISTRATION
38. DATA NOTIFICATION
39. DATA CONSULTING
40. DATA COORDINATION
41. DATA COOPERATION
42. DATA COLLABORATION
43. DATA COMMUNICATION
44. DATA CONNECTION
45. DATA CONTINUITY
46. DATA CONTROL
47. DATA CUSTODY
48. DATA CURATION
49. DATA CATALOGING
50. DATA CLASSIFICATION
51. DATA CLUSTERING
52. DATA CLIPPING
53. DATA CLIPPING
54. DATA CLIPPING
55. DATA CLIPPING
56. DATA CLIPPING
57. DATA CLIPPING
58. DATA CLIPPING
59. DATA CLIPPING
60. DATA CLIPPING
61. DATA CLIPPING
62. DATA CLIPPING
63. DATA CLIPPING
64. DATA CLIPPING
65. DATA CLIPPING
66. DATA CLIPPING
67. DATA CLIPPING
68. DATA CLIPPING
69. DATA CLIPPING
70. DATA CLIPPING
71. DATA CLIPPING
72. DATA CLIPPING
73. DATA CLIPPING
74. DATA CLIPPING
75. DATA CLIPPING
76. DATA CLIPPING
77. DATA CLIPPING
78. DATA CLIPPING
79. DATA CLIPPING
80. DATA CLIPPING
81. DATA CLIPPING
82. DATA CLIPPING
83. DATA CLIPPING
84. DATA CLIPPING
85. DATA CLIPPING
86. DATA CLIPPING
87. DATA CLIPPING
88. DATA CLIPPING
89. DATA CLIPPING
90. DATA CLIPPING
91. DATA CLIPPING
92. DATA CLIPPING
93. DATA CLIPPING
94. DATA CLIPPING
95. DATA CLIPPING
96. DATA CLIPPING
97. DATA CLIPPING
98. DATA CLIPPING
99. DATA CLIPPING
100. DATA CLIPPING

SUBMITAL / REVISION	
① 10/2021 KM	CITY SUBMITAL
② 12/2021 KM	ADDRESS CITY COMMENTS
③ 1/2022 KM	CITY SUBMITAL
④ 2/2022 & 3/16/22 KM	FINAL CITY SUBMITAL



MATCH LINE

UNIVERSITY VILLAGE APARTMENTS
UNIVERSITY VILLAGE ASSOCIATES
APN 031-282-059-000

(SEE SHEET TM03)

SCALE 1"=50'

AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B
EXISTING CONDITIONS & DEMOLITION
PLAN

SHEET
TM02
3 OF 12

MARINA, CALIFORNIA

SUBMITAL / REVISION	CITY SUBMITAL
1 10/2/2011	10/2/2011
2 11/2/2011	11/2/2011
3 11/2/2011	11/2/2011
4 11/2/2011	11/2/2011
5 11/2/2011	11/2/2011
6 11/2/2011	11/2/2011
7 11/2/2011	11/2/2011
8 11/2/2011	11/2/2011
9 11/2/2011	11/2/2011
10 11/2/2011	11/2/2011
11 11/2/2011	11/2/2011
12 11/2/2011	11/2/2011
13 11/2/2011	11/2/2011
14 11/2/2011	11/2/2011
15 11/2/2011	11/2/2011
16 11/2/2011	11/2/2011
17 11/2/2011	11/2/2011
18 11/2/2011	11/2/2011
19 11/2/2011	11/2/2011
20 11/2/2011	11/2/2011
21 11/2/2011	11/2/2011
22 11/2/2011	11/2/2011
23 11/2/2011	11/2/2011
24 11/2/2011	11/2/2011
25 11/2/2011	11/2/2011
26 11/2/2011	11/2/2011
27 11/2/2011	11/2/2011
28 11/2/2011	11/2/2011
29 11/2/2011	11/2/2011
30 11/2/2011	11/2/2011
31 11/2/2011	11/2/2011
32 11/2/2011	11/2/2011
33 11/2/2011	11/2/2011
34 11/2/2011	11/2/2011
35 11/2/2011	11/2/2011
36 11/2/2011	11/2/2011
37 11/2/2011	11/2/2011
38 11/2/2011	11/2/2011
39 11/2/2011	11/2/2011
40 11/2/2011	11/2/2011
41 11/2/2011	11/2/2011
42 11/2/2011	11/2/2011
43 11/2/2011	11/2/2011
44 11/2/2011	11/2/2011
45 11/2/2011	11/2/2011
46 11/2/2011	11/2/2011
47 11/2/2011	11/2/2011
48 11/2/2011	11/2/2011
49 11/2/2011	11/2/2011
50 11/2/2011	11/2/2011
51 11/2/2011	11/2/2011
52 11/2/2011	11/2/2011
53 11/2/2011	11/2/2011
54 11/2/2011	11/2/2011
55 11/2/2011	11/2/2011
56 11/2/2011	11/2/2011
57 11/2/2011	11/2/2011
58 11/2/2011	11/2/2011
59 11/2/2011	11/2/2011
60 11/2/2011	11/2/2011
61 11/2/2011	11/2/2011
62 11/2/2011	11/2/2011
63 11/2/2011	11/2/2011
64 11/2/2011	11/2/2011
65 11/2/2011	11/2/2011
66 11/2/2011	11/2/2011
67 11/2/2011	11/2/2011
68 11/2/2011	11/2/2011
69 11/2/2011	11/2/2011
70 11/2/2011	11/2/2011
71 11/2/2011	11/2/2011
72 11/2/2011	11/2/2011
73 11/2/2011	11/2/2011
74 11/2/2011	11/2/2011
75 11/2/2011	11/2/2011
76 11/2/2011	11/2/2011
77 11/2/2011	11/2/2011
78 11/2/2011	11/2/2011
79 11/2/2011	11/2/2011
80 11/2/2011	11/2/2011
81 11/2/2011	11/2/2011
82 11/2/2011	11/2/2011
83 11/2/2011	11/2/2011
84 11/2/2011	11/2/2011
85 11/2/2011	11/2/2011
86 11/2/2011	11/2/2011
87 11/2/2011	11/2/2011
88 11/2/2011	11/2/2011
89 11/2/2011	11/2/2011
90 11/2/2011	11/2/2011
91 11/2/2011	11/2/2011
92 11/2/2011	11/2/2011
93 11/2/2011	11/2/2011
94 11/2/2011	11/2/2011
95 11/2/2011	11/2/2011
96 11/2/2011	11/2/2011
97 11/2/2011	11/2/2011
98 11/2/2011	11/2/2011
99 11/2/2011	11/2/2011
100 11/2/2011	11/2/2011



WOOD RODGERS
ENGINEERING ARCHITECTURE INTERIOR DESIGN PROJECTS & TITLE
4670 WILLOW ROAD, STE 100 TEL 925.847.1356
PLEASANTON, CA 94588 FAX 925.847.1557



WOOD ROBBERS
BUILDING REPAIRS AND RENOVATIONS
1510 HILDA ROAD, STE. 123, TULSA, OK 74104
PHONE: (918) 438-1557 FAX: (918) 438-1557



DAVID A. ROBERTS
No. 6341
State of Oklahoma

NO.	DATE	DESCRIPTION
1	10/20/2011	ISSUED FOR PERMIT
2	12/20/2011	REVISED PER COMMENTS
3	1/10/2012	REVISED PER COMMENTS
4	2/1/2012	REVISED PER COMMENTS
5	2/1/2012	REVISED PER COMMENTS
6	2/1/2012	REVISED PER COMMENTS
7	2/1/2012	REVISED PER COMMENTS
8	2/1/2012	REVISED PER COMMENTS
9	2/1/2012	REVISED PER COMMENTS
10	2/1/2012	REVISED PER COMMENTS
11	2/1/2012	REVISED PER COMMENTS
12	2/1/2012	REVISED PER COMMENTS
13	2/1/2012	REVISED PER COMMENTS
14	2/1/2012	REVISED PER COMMENTS
15	2/1/2012	REVISED PER COMMENTS
16	2/1/2012	REVISED PER COMMENTS
17	2/1/2012	REVISED PER COMMENTS
18	2/1/2012	REVISED PER COMMENTS
19	2/1/2012	REVISED PER COMMENTS
20	2/1/2012	REVISED PER COMMENTS
21	2/1/2012	REVISED PER COMMENTS
22	2/1/2012	REVISED PER COMMENTS
23	2/1/2012	REVISED PER COMMENTS
24	2/1/2012	REVISED PER COMMENTS
25	2/1/2012	REVISED PER COMMENTS
26	2/1/2012	REVISED PER COMMENTS
27	2/1/2012	REVISED PER COMMENTS
28	2/1/2012	REVISED PER COMMENTS
29	2/1/2012	REVISED PER COMMENTS
30	2/1/2012	REVISED PER COMMENTS
31	2/1/2012	REVISED PER COMMENTS
32	2/1/2012	REVISED PER COMMENTS
33	2/1/2012	REVISED PER COMMENTS
34	2/1/2012	REVISED PER COMMENTS
35	2/1/2012	REVISED PER COMMENTS
36	2/1/2012	REVISED PER COMMENTS
37	2/1/2012	REVISED PER COMMENTS
38	2/1/2012	REVISED PER COMMENTS
39	2/1/2012	REVISED PER COMMENTS
40	2/1/2012	REVISED PER COMMENTS
41	2/1/2012	REVISED PER COMMENTS
42	2/1/2012	REVISED PER COMMENTS
43	2/1/2012	REVISED PER COMMENTS
44	2/1/2012	REVISED PER COMMENTS
45	2/1/2012	REVISED PER COMMENTS
46	2/1/2012	REVISED PER COMMENTS
47	2/1/2012	REVISED PER COMMENTS
48	2/1/2012	REVISED PER COMMENTS
49	2/1/2012	REVISED PER COMMENTS
50	2/1/2012	REVISED PER COMMENTS
51	2/1/2012	REVISED PER COMMENTS
52	2/1/2012	REVISED PER COMMENTS
53	2/1/2012	REVISED PER COMMENTS
54	2/1/2012	REVISED PER COMMENTS
55	2/1/2012	REVISED PER COMMENTS
56	2/1/2012	REVISED PER COMMENTS
57	2/1/2012	REVISED PER COMMENTS
58	2/1/2012	REVISED PER COMMENTS
59	2/1/2012	REVISED PER COMMENTS
60	2/1/2012	REVISED PER COMMENTS
61	2/1/2012	REVISED PER COMMENTS
62	2/1/2012	REVISED PER COMMENTS
63	2/1/2012	REVISED PER COMMENTS
64	2/1/2012	REVISED PER COMMENTS
65	2/1/2012	REVISED PER COMMENTS
66	2/1/2012	REVISED PER COMMENTS
67	2/1/2012	REVISED PER COMMENTS
68	2/1/2012	REVISED PER COMMENTS
69	2/1/2012	REVISED PER COMMENTS
70	2/1/2012	REVISED PER COMMENTS
71	2/1/2012	REVISED PER COMMENTS
72	2/1/2012	REVISED PER COMMENTS
73	2/1/2012	REVISED PER COMMENTS
74	2/1/2012	REVISED PER COMMENTS
75	2/1/2012	REVISED PER COMMENTS
76	2/1/2012	REVISED PER COMMENTS
77	2/1/2012	REVISED PER COMMENTS
78	2/1/2012	REVISED PER COMMENTS
79	2/1/2012	REVISED PER COMMENTS
80	2/1/2012	REVISED PER COMMENTS
81	2/1/2012	REVISED PER COMMENTS
82	2/1/2012	REVISED PER COMMENTS
83	2/1/2012	REVISED PER COMMENTS
84	2/1/2012	REVISED PER COMMENTS
85	2/1/2012	REVISED PER COMMENTS
86	2/1/2012	REVISED PER COMMENTS
87	2/1/2012	REVISED PER COMMENTS
88	2/1/2012	REVISED PER COMMENTS
89	2/1/2012	REVISED PER COMMENTS
90	2/1/2012	REVISED PER COMMENTS
91	2/1/2012	REVISED PER COMMENTS
92	2/1/2012	REVISED PER COMMENTS
93	2/1/2012	REVISED PER COMMENTS
94	2/1/2012	REVISED PER COMMENTS
95	2/1/2012	REVISED PER COMMENTS
96	2/1/2012	REVISED PER COMMENTS
97	2/1/2012	REVISED PER COMMENTS
98	2/1/2012	REVISED PER COMMENTS
99	2/1/2012	REVISED PER COMMENTS
100	2/1/2012	REVISED PER COMMENTS

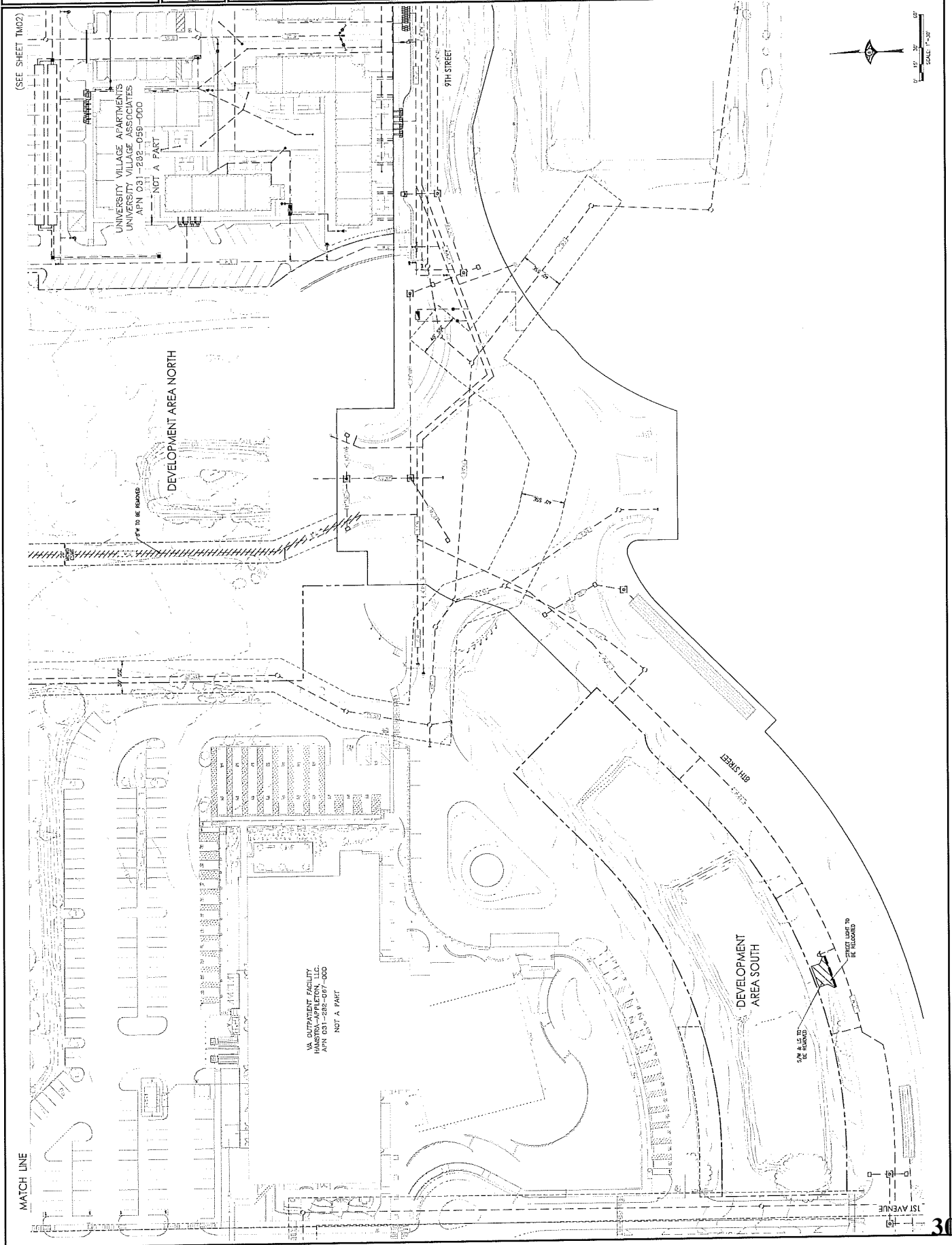
WAS: A.A. TAIROBARI
10/20/2011

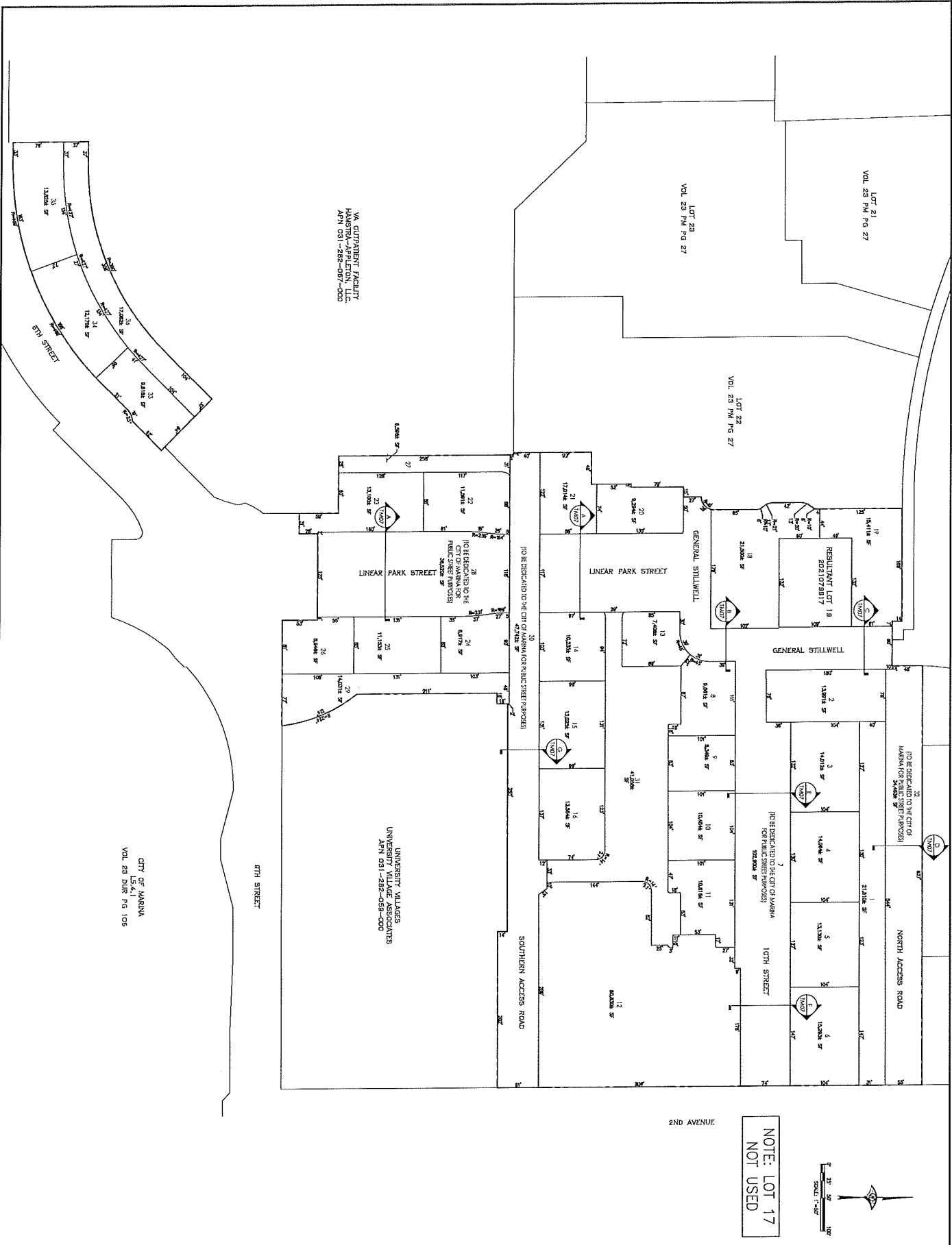
AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B

EXISTING CONDITIONS & DEMOLITION
PLAN

SCALE: 1" = 30'
DRAWN: [Signature]
DATE: 10/20/2011

SHEET
1003
3 OF 12





AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B

LOTS & PARCELS

DATE: 11/20/2021
DRAWN BY: J. L. LEE
CHECKED BY: J. L. LEE
SHEET: 11005
3 OF 12

DATE	REVISION
11/20/2021	1. CITY SUBMITTAL
11/20/2021	2. ADDRESS CITY COMMENTS
11/20/2021	3. CITY SUBMITTAL
11/20/2021	4. FINAL CITY SUBMITTAL

MARINA, CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4570 WILLOW ROAD, STE 123, TA 925.847, 950
PLEASANTON, CA 94588 FAX 925.847.1559

32
SHEET 3



EXHIBIT C

DEVELOPER
 SHAW, JONES & ASSOCIATES
 1010 10TH STREET
 SUITE 200
 MONTEREY, CA 94028
 (831) 385-0000
 CONTACT: JACK COO

CIVIL ENGINEER
 WOOD RODGERS, INC.
 4610 WILLOW ROAD, SUITE 100
 PLEASANTON, CA 94566
 (925) 947-1517
 CONTACT: KAREN MOSCA, P.E.

IMPROVEMENT PLANS FOR THE DUNES PROMENADE - PHASE 1B CITY OF MARINA, MONTEREY COUNTY, CA

SHEET INDEX

1. 000 TITLE SHEET
2. 001 GENERAL NOTES
3. 011 DEDUPLICATION PLAN
4. 012 DEDUPLICATION PLAN
5. 013 EASEMENT PLAN
6. 021 TRUCK STREET SECTIONS
7. 022 TRUCK STREET SECTIONS
8. 023 TRUCK STREET SECTIONS
9. 024 TRUCK STREET SECTIONS
10. 025 TRUCK STREET SECTIONS
11. 026 TRUCK STREET SECTIONS
12. 027 TRUCK STREET SECTIONS
13. 031 UTILITY MAP
14. 032 UTILITY MAP
15. 033 WATER PLAN
16. 041 JETTY STREET SW 0+00 TO 4+00
17. 042 JETTY STREET SW 4+00 TO 7+40
18. 043 10TH STREET SW 14+00 TO 14+50
19. 044 10TH STREET SW 14+50 TO 15+00
20. 045 MONTELEONE STREET SW 15+00 TO 15+50
21. 046 MONTELEONE STREET SW 15+50 TO 15+75
22. 047 MONTELEONE STREET SW 15+75 TO 15+80
23. 048 MONTELEONE STREET SW 15+80 TO 15+85
24. 049 MONTELEONE STREET SW 15+85 TO 15+90
25. 050 MONTELEONE STREET SW 15+90 TO 15+95
26. 051 MONTELEONE STREET SW 15+95 TO 16+00
27. 052 MONTELEONE STREET SW 16+00 TO 16+05
28. 053 MONTELEONE STREET SW 16+05 TO 16+10
29. 054 MONTELEONE STREET SW 16+10 TO 16+15
30. 055 MONTELEONE STREET SW 16+15 TO 16+20
31. 056 MONTELEONE STREET SW 16+20 TO 16+25
32. 057 MONTELEONE STREET SW 16+25 TO 16+30
33. 058 MONTELEONE STREET SW 16+30 TO 16+35
34. 059 MONTELEONE STREET SW 16+35 TO 16+40
35. 060 MONTELEONE STREET SW 16+40 TO 16+45
36. 061 MONTELEONE STREET SW 16+45 TO 16+50
37. 062 MONTELEONE STREET SW 16+50 TO 16+55
38. 063 MONTELEONE STREET SW 16+55 TO 16+60
39. 064 MONTELEONE STREET SW 16+60 TO 16+65
40. 065 MONTELEONE STREET SW 16+65 TO 16+70
41. 066 MONTELEONE STREET SW 16+70 TO 16+75
42. 067 MONTELEONE STREET SW 16+75 TO 16+80
43. 068 MONTELEONE STREET SW 16+80 TO 16+85
44. 069 MONTELEONE STREET SW 16+85 TO 16+90
45. 070 MONTELEONE STREET SW 16+90 TO 16+95
46. 071 MONTELEONE STREET SW 16+95 TO 17+00
47. 072 MONTELEONE STREET SW 17+00 TO 17+05
48. 073 MONTELEONE STREET SW 17+05 TO 17+10
49. 074 MONTELEONE STREET SW 17+10 TO 17+15
50. 075 MONTELEONE STREET SW 17+15 TO 17+20
51. 076 MONTELEONE STREET SW 17+20 TO 17+25
52. 077 MONTELEONE STREET SW 17+25 TO 17+30
53. 078 MONTELEONE STREET SW 17+30 TO 17+35
54. 079 MONTELEONE STREET SW 17+35 TO 17+40
55. 080 MONTELEONE STREET SW 17+40 TO 17+45
56. 081 MONTELEONE STREET SW 17+45 TO 17+50
57. 082 MONTELEONE STREET SW 17+50 TO 17+55
58. 083 MONTELEONE STREET SW 17+55 TO 17+60
59. 084 MONTELEONE STREET SW 17+60 TO 17+65
60. 085 MONTELEONE STREET SW 17+65 TO 17+70
61. 086 MONTELEONE STREET SW 17+70 TO 17+75
62. 087 MONTELEONE STREET SW 17+75 TO 17+80
63. 088 MONTELEONE STREET SW 17+80 TO 17+85
64. 089 MONTELEONE STREET SW 17+85 TO 17+90
65. 090 MONTELEONE STREET SW 17+90 TO 17+95
66. 091 MONTELEONE STREET SW 17+95 TO 18+00
67. 092 MONTELEONE STREET SW 18+00 TO 18+05
68. 093 MONTELEONE STREET SW 18+05 TO 18+10
69. 094 MONTELEONE STREET SW 18+10 TO 18+15
70. 095 MONTELEONE STREET SW 18+15 TO 18+20
71. 096 MONTELEONE STREET SW 18+20 TO 18+25
72. 097 MONTELEONE STREET SW 18+25 TO 18+30
73. 098 MONTELEONE STREET SW 18+30 TO 18+35
74. 099 MONTELEONE STREET SW 18+35 TO 18+40
75. 100 MONTELEONE STREET SW 18+40 TO 18+45
76. 101 MONTELEONE STREET SW 18+45 TO 18+50
77. 102 MONTELEONE STREET SW 18+50 TO 18+55
78. 103 MONTELEONE STREET SW 18+55 TO 18+60
79. 104 MONTELEONE STREET SW 18+60 TO 18+65
80. 105 MONTELEONE STREET SW 18+65 TO 18+70
81. 106 MONTELEONE STREET SW 18+70 TO 18+75
82. 107 MONTELEONE STREET SW 18+75 TO 18+80
83. 108 MONTELEONE STREET SW 18+80 TO 18+85
84. 109 MONTELEONE STREET SW 18+85 TO 18+90
85. 110 MONTELEONE STREET SW 18+90 TO 18+95
86. 111 MONTELEONE STREET SW 18+95 TO 19+00
87. 112 MONTELEONE STREET SW 19+00 TO 19+05
88. 113 MONTELEONE STREET SW 19+05 TO 19+10
89. 114 MONTELEONE STREET SW 19+10 TO 19+15
90. 115 MONTELEONE STREET SW 19+15 TO 19+20
91. 116 MONTELEONE STREET SW 19+20 TO 19+25
92. 117 MONTELEONE STREET SW 19+25 TO 19+30
93. 118 MONTELEONE STREET SW 19+30 TO 19+35
94. 119 MONTELEONE STREET SW 19+35 TO 19+40
95. 120 MONTELEONE STREET SW 19+40 TO 19+45
96. 121 MONTELEONE STREET SW 19+45 TO 19+50
97. 122 MONTELEONE STREET SW 19+50 TO 19+55
98. 123 MONTELEONE STREET SW 19+55 TO 19+60
99. 124 MONTELEONE STREET SW 19+60 TO 19+65
100. 125 MONTELEONE STREET SW 19+65 TO 19+70
101. 126 MONTELEONE STREET SW 19+70 TO 19+75
102. 127 MONTELEONE STREET SW 19+75 TO 19+80
103. 128 MONTELEONE STREET SW 19+80 TO 19+85
104. 129 MONTELEONE STREET SW 19+85 TO 19+90
105. 130 MONTELEONE STREET SW 19+90 TO 19+95
106. 131 MONTELEONE STREET SW 19+95 TO 20+00
107. 132 MONTELEONE STREET SW 20+00 TO 20+05
108. 133 MONTELEONE STREET SW 20+05 TO 20+10
109. 134 MONTELEONE STREET SW 20+10 TO 20+15
110. 135 MONTELEONE STREET SW 20+15 TO 20+20
111. 136 MONTELEONE STREET SW 20+20 TO 20+25
112. 137 MONTELEONE STREET SW 20+25 TO 20+30
113. 138 MONTELEONE STREET SW 20+30 TO 20+35
114. 139 MONTELEONE STREET SW 20+35 TO 20+40
115. 140 MONTELEONE STREET SW 20+40 TO 20+45
116. 141 MONTELEONE STREET SW 20+45 TO 20+50
117. 142 MONTELEONE STREET SW 20+50 TO 20+55
118. 143 MONTELEONE STREET SW 20+55 TO 20+60
119. 144 MONTELEONE STREET SW 20+60 TO 20+65
120. 145 MONTELEONE STREET SW 20+65 TO 20+70
121. 146 MONTELEONE STREET SW 20+70 TO 20+75
122. 147 MONTELEONE STREET SW 20+75 TO 20+80
123. 148 MONTELEONE STREET SW 20+80 TO 20+85
124. 149 MONTELEONE STREET SW 20+85 TO 20+90
125. 150 MONTELEONE STREET SW 20+90 TO 20+95
126. 151 MONTELEONE STREET SW 20+95 TO 21+00
127. 152 MONTELEONE STREET SW 21+00 TO 21+05
128. 153 MONTELEONE STREET SW 21+05 TO 21+10
129. 154 MONTELEONE STREET SW 21+10 TO 21+15
130. 155 MONTELEONE STREET SW 21+15 TO 21+20
131. 156 MONTELEONE STREET SW 21+20 TO 21+25
132. 157 MONTELEONE STREET SW 21+25 TO 21+30
133. 158 MONTELEONE STREET SW 21+30 TO 21+35
134. 159 MONTELEONE STREET SW 21+35 TO 21+40
135. 160 MONTELEONE STREET SW 21+40 TO 21+45
136. 161 MONTELEONE STREET SW 21+45 TO 21+50
137. 162 MONTELEONE STREET SW 21+50 TO 21+55
138. 163 MONTELEONE STREET SW 21+55 TO 21+60
139. 164 MONTELEONE STREET SW 21+60 TO 21+65
140. 165 MONTELEONE STREET SW 21+65 TO 21+70
141. 166 MONTELEONE STREET SW 21+70 TO 21+75
142. 167 MONTELEONE STREET SW 21+75 TO 21+80
143. 168 MONTELEONE STREET SW 21+80 TO 21+85
144. 169 MONTELEONE STREET SW 21+85 TO 21+90
145. 170 MONTELEONE STREET SW 21+90 TO 21+95
146. 171 MONTELEONE STREET SW 21+95 TO 22+00
147. 172 MONTELEONE STREET SW 22+00 TO 22+05
148. 173 MONTELEONE STREET SW 22+05 TO 22+10
149. 174 MONTELEONE STREET SW 22+10 TO 22+15
150. 175 MONTELEONE STREET SW 22+15 TO 22+20
151. 176 MONTELEONE STREET SW 22+20 TO 22+25
152. 177 MONTELEONE STREET SW 22+25 TO 22+30
153. 178 MONTELEONE STREET SW 22+30 TO 22+35
154. 179 MONTELEONE STREET SW 22+35 TO 22+40
155. 180 MONTELEONE STREET SW 22+40 TO 22+45
156. 181 MONTELEONE STREET SW 22+45 TO 22+50
157. 182 MONTELEONE STREET SW 22+50 TO 22+55
158. 183 MONTELEONE STREET SW 22+55 TO 22+60
159. 184 MONTELEONE STREET SW 22+60 TO 22+65
160. 185 MONTELEONE STREET SW 22+65 TO 22+70
161. 186 MONTELEONE STREET SW 22+70 TO 22+75
162. 187 MONTELEONE STREET SW 22+75 TO 22+80
163. 188 MONTELEONE STREET SW 22+80 TO 22+85
164. 189 MONTELEONE STREET SW 22+85 TO 22+90
165. 190 MONTELEONE STREET SW 22+90 TO 22+95
166. 191 MONTELEONE STREET SW 22+95 TO 23+00
167. 192 MONTELEONE STREET SW 23+00 TO 23+05
168. 193 MONTELEONE STREET SW 23+05 TO 23+10
169. 194 MONTELEONE STREET SW 23+10 TO 23+15
170. 195 MONTELEONE STREET SW 23+15 TO 23+20
171. 196 MONTELEONE STREET SW 23+20 TO 23+25
172. 197 MONTELEONE STREET SW 23+25 TO 23+30
173. 198 MONTELEONE STREET SW 23+30 TO 23+35
174. 199 MONTELEONE STREET SW 23+35 TO 23+40
175. 200 MONTELEONE STREET SW 23+40 TO 23+45
176. 201 MONTELEONE STREET SW 23+45 TO 23+50
177. 202 MONTELEONE STREET SW 23+50 TO 23+55
178. 203 MONTELEONE STREET SW 23+55 TO 23+60
179. 204 MONTELEONE STREET SW 23+60 TO 23+65
180. 205 MONTELEONE STREET SW 23+65 TO 23+70
181. 206 MONTELEONE STREET SW 23+70 TO 23+75
182. 207 MONTELEONE STREET SW 23+75 TO 23+80
183. 208 MONTELEONE STREET SW 23+80 TO 23+85
184. 209 MONTELEONE STREET SW 23+85 TO 23+90
185. 210 MONTELEONE STREET SW 23+90 TO 23+95
186. 211 MONTELEONE STREET SW 23+95 TO 24+00
187. 212 MONTELEONE STREET SW 24+00 TO 24+05
188. 213 MONTELEONE STREET SW 24+05 TO 24+10
189. 214 MONTELEONE STREET SW 24+10 TO 24+15
190. 215 MONTELEONE STREET SW 24+15 TO 24+20
191. 216 MONTELEONE STREET SW 24+20 TO 24+25
192. 217 MONTELEONE STREET SW 24+25 TO 24+30
193. 218 MONTELEONE STREET SW 24+30 TO 24+35
194. 219 MONTELEONE STREET SW 24+35 TO 24+40
195. 220 MONTELEONE STREET SW 24+40 TO 24+45
196. 221 MONTELEONE STREET SW 24+45 TO 24+50
197. 222 MONTELEONE STREET SW 24+50 TO 24+55
198. 223 MONTELEONE STREET SW 24+55 TO 24+60
199. 224 MONTELEONE STREET SW 24+60 TO 24+65
200. 225 MONTELEONE STREET SW 24+65 TO 24+70
201. 226 MONTELEONE STREET SW 24+70 TO 24+75
202. 227 MONTELEONE STREET SW 24+75 TO 24+80
203. 228 MONTELEONE STREET SW 24+80 TO 24+85
204. 229 MONTELEONE STREET SW 24+85 TO 24+90
205. 230 MONTELEONE STREET SW 24+90 TO 24+95
206. 231 MONTELEONE STREET SW 24+95 TO 25+00
207. 232 MONTELEONE STREET SW 25+00 TO 25+05
208. 233 MONTELEONE STREET SW 25+05 TO 25+10
209. 234 MONTELEONE STREET SW 25+10 TO 25+15
210. 235 MONTELEONE STREET SW 25+15 TO 25+20
211. 236 MONTELEONE STREET SW 25+20 TO 25+25
212. 237 MONTELEONE STREET SW 25+25 TO 25+30
213. 238 MONTELEONE STREET SW 25+30 TO 25+35
214. 239 MONTELEONE STREET SW 25+35 TO 25+40
215. 240 MONTELEONE STREET SW 25+40 TO 25+45
216. 241 MONTELEONE STREET SW 25+45 TO 25+50
217. 242 MONTELEONE STREET SW 25+50 TO 25+55
218. 243 MONTELEONE STREET SW 25+55 TO 25+60
219. 244 MONTELEONE STREET SW 25+60 TO 25+65
220. 245 MONTELEONE STREET SW 25+65 TO 25+70
221. 246 MONTELEONE STREET SW 25+70 TO 25+75
222. 247 MONTELEONE STREET SW 25+75 TO 25+80
223. 248 MONTELEONE STREET SW 25+80 TO 25+85
224. 249 MONTELEONE STREET SW 25+85 TO 25+90
225. 250 MONTELEONE STREET SW 25+90 TO 25+95
226. 251 MONTELEONE STREET SW 25+95 TO 26+00
227. 252 MONTELEONE STREET SW 26+00 TO 26+05
228. 253 MONTELEONE STREET SW 26+05 TO 26+10
229. 254 MONTELEONE STREET SW 26+10 TO 26+15
230. 255 MONTELEONE STREET SW 26+15 TO 26+20
231. 256 MONTELEONE STREET SW 26+20 TO 26+25
232. 257 MONTELEONE STREET SW 26+25 TO 26+30
233. 258 MONTELEONE STREET SW 26+30 TO 26+35
234. 259 MONTELEONE STREET SW 26+35 TO 26+40
235. 260 MONTELEONE STREET SW 26+40 TO 26+45
236. 261 MONTELEONE STREET SW 26+45 TO 26+50
237. 262 MONTELEONE STREET SW 26+50 TO 26+55
238. 263 MONTELEONE STREET SW 26+55 TO 26+60
239. 264 MONTELEONE STREET SW 26+60 TO 26+65
240. 265 MONTELEONE STREET SW 26+65 TO 26+70
241. 266 MONTELEONE STREET SW 26+70 TO 26+75
242. 267 MONTELEONE STREET SW 26+75 TO 26+80
243. 268 MONTELEONE STREET SW 26+80 TO 26+85
244. 269 MONTELEONE STREET SW 26+85 TO 26+90
245. 270 MONTELEONE STREET SW 26+90 TO 26+95
246. 271 MONTELEONE STREET SW 26+95 TO 27+00
247. 272 MONTELEONE STREET SW 27+00 TO 27+05
248. 273 MONTELEONE STREET SW 27+05 TO 27+10
249. 274 MONTELEONE STREET SW 27+10 TO 27+15
250. 275 MONTELEONE STREET SW 27+15 TO 27+20
251. 276 MONTELEONE STREET SW 27+20 TO 27+25
252. 277 MONTELEONE STREET SW 27+25 TO 27+30
253. 278 MONTELEONE STREET SW 27+30 TO 27+35
254. 279 MONTELEONE STREET SW 27+35 TO 27+40
255. 280 MONTELEONE STREET SW 27+40 TO 27+45
256. 281 MONTELEONE STREET SW 27+45 TO 27+50
257. 282 MONTELEONE STREET SW 27+50 TO 27+55
258. 283 MONTELEONE STREET SW 27+55 TO 27+60
259. 284 MONTELEONE STREET SW 27+60 TO 27+65
260. 285 MONTELEONE STREET SW 27+65 TO 27+70
261. 286 MONTELEONE STREET SW 27+70 TO 27+75
262. 287 MONTELEONE STREET SW 27+75 TO 27+80
263. 288 MONTELEONE STREET SW 27+80 TO 27+85
264. 289 MONTELEONE STREET SW 27+85 TO 27+90
265. 290 MONTELEONE STREET SW 27+90 TO 27+95
266. 291 MONTELEONE STREET SW 27+95 TO 28+00
267. 292 MONTELEONE STREET SW 28+00 TO 28+05
268. 293 MONTELEONE STREET SW 28+05 TO 28+10
269. 294 MONTELEONE STREET SW 28+10 TO 28+15
270. 295 MONTELEONE STREET SW 28+15 TO 28+20
271. 296 MONTELEONE STREET SW 28+20 TO 28+25
272. 297 MONTELEONE STREET SW 28+25 TO 28+30
273. 298 MONTELEONE STREET SW 28+30 TO 28+35
274. 299 MONTELEONE STREET SW 28+35 TO 28+40
275. 300 MONTELEONE STREET SW 28+40 TO 28+45
276. 301 MONTELEONE STREET SW 28+45 TO 28+50
277. 302 MONTELEONE STREET SW 28+50 TO 28+55
278. 303 MONTELEONE STREET SW 28+55 TO 28+60
279. 304 MONTELEONE STREET SW 28+60 TO 28+65
280. 305 MONTELEONE STREET SW 28+65 TO 28+70
281. 306 MONTELEONE STREET SW 28+70 TO 28+75
282. 307 MONTELEONE STREET SW 28+75 TO 28+80
283. 308 MONTELEONE STREET SW 28+80 TO 28+85
284. 309 MONTELEONE STREET SW 28+85 TO 28+90
285. 310 MONTELEONE STREET SW 28+90 TO 28+95
286. 311 MONTELEONE STREET SW 28+95 TO 29+00
287. 312 MONTELEONE STREET SW 29+00 TO 29+05
288. 313 MONTELEONE STREET SW 29+05 TO 29+10
289. 314 MONTELEONE STREET SW 29+10 TO 29+15
290. 315 MONTELEONE STREET SW 29+15 TO 29+20
291. 316 MONTELEONE STREET SW 29+20 TO 29+25
292. 317 MONTELEONE STREET SW 29+25 TO 29+30
293. 318 MONTELEONE STREET SW 29+30 TO 29+35
294. 319 MONTELEONE STREET SW 29+35 TO 29+40
295. 320 MONTELEONE STREET SW 29+40 TO 29+45
296. 321 MONTELEONE STREET SW 29+45 TO 29+50
297. 322 MONTELEONE STREET SW 29+50 TO 29+55
298. 323 MONTELEONE STREET SW 29+55 TO 29+60
299. 324 MONTELEONE STREET SW 29+60 TO 29+65
300. 325 MONTELEONE STREET SW 29+65 TO 29+70
301. 326 MONTELEONE STREET SW 29+70 TO 29+75
302. 327 MONTELEONE STREET SW 29+75 TO 29+80
303. 328 MONTELEONE STREET SW 29+80 TO 29+85
304. 329 MONTELEONE STREET SW 29+85 TO 29+90
305. 330 MONTELEONE STREET SW 29+90 TO 29+95
306. 331 MONTELEONE STREET SW 29+95 TO 30+00
307. 332 MONTELEONE STREET SW 30+00 TO 30+05
308. 333 MONTELEONE STREET SW 30+05 TO 30+10
309. 334 MONTELEONE STREET SW 30+10 TO 30+15
310. 335 MONTELEONE STREET SW 30+15 TO 30+20
311. 336 MONTELEONE STREET SW 30+20 TO 30+25
312. 337 MONTELEONE STREET SW 30+25 TO 30+30
313. 338 MONTELEONE STREET SW 30+30 TO 30+35
314. 339 MONTELEONE STREET SW 30+35 TO 30+40
315. 340 MONTELEONE STREET SW 30+40 TO 30+45
316. 341 MONTELEONE STREET SW 30+45 TO 30+50
317. 342 MONTELEONE STREET SW 30+50 TO 30+55
318. 343 MONTELEONE STREET SW 30+55 TO 30+60
319. 344 MONTELEONE STREET SW 30+60 TO 30+65
320. 345 MONTELEONE STREET SW 30+65 TO 30+70
321. 346 MONTELEONE STREET SW 30+70 TO 30+75
322. 347 MONTELEONE STREET SW 30+75 TO 30+80
323. 348 MONTELEONE STREET SW 30+80 TO 30+85
324. 349 MONTELEONE STREET SW 30+85 TO 30+90
325. 350 MONTELEONE STREET SW 30+90 TO 30+95
326. 351 MONTELEONE STREET SW 30+95 TO 31+00
327. 352 MONTELEONE STREET SW 31+00 TO 31+05
328. 353 MONTELEONE STREET SW 31+05 TO 31+10
329. 354 MONTELEONE STREET SW 31+10 TO 31+15
330. 355 MONTELEONE STREET SW 31+15 TO 31+20
331. 356 MONTELEONE STREET SW 31+20 TO 31+25
332. 357 MONTELEONE STREET SW 31+25 TO 31+30
333. 358 MONTELEONE STREET SW 31+30 TO 31+35
334. 359 MONTELEONE STREET SW 31+35 TO 31+40
335. 360 MONTELEONE STREET SW 31+40 TO 31+45
336. 361 MONTELEONE STREET SW 31+45 TO 31+50
337. 362 MONTELEONE STREET SW 31+50 TO 31+55
338. 363 MONTELEONE STREET SW 31+55 TO 31+60
339. 364 MONTELEONE STREET SW 31+60 TO 31+65
340. 365 MONTELEONE STREET SW 31+65 TO 31+70
341. 366 MONTELEONE STREET SW 31+70 TO 31+75
342. 367 MONTELEONE STREET SW 31+75 TO 31+80
343. 368 MONTELEONE STREET SW 31+80 TO 31+85
344. 369 MONTELEONE STREET SW 31+85 TO 31+90
345. 370 MONTELEONE STREET SW 31+90 TO 31+95
346. 371 MONTELEONE STREET SW 31+95 TO 32+00
347. 372 MONTELEONE STREET SW 32+00 TO 32+05
348. 373 MONTELEONE STREET SW 32+05 TO 32+10
349. 374 MONTELEONE STREET SW 32+10 TO 32+15
350. 375 MONTELEONE STREET SW 32+15 TO 32+20
351. 376 MONTELEONE STREET SW 32+20 TO 32+25
352. 377 MONTELEONE STREET SW 32+25 TO 32+30
353. 378 MONTELEONE STREET SW 32+30 TO 32+35
354. 379 MONTELEONE STREET SW 32+35 TO 32+40
355. 380 MONTELEONE STREET SW 32+40 TO 32+45
356. 381 MONTELEONE STREET SW 32+45 TO 32+50
357. 382 MONTELEONE STREET SW 32+50 TO 32+55
358. 383 MONTELEONE STREET SW 32+55 TO 32+60
359. 384 MONTELEONE STREET SW 32+60 TO 32+65
360. 385 MONTELEONE STREET SW 32+65 TO 32+70
361. 386 MONTELEONE STREET SW 32+70 TO 32+75
362. 387 MONTELEONE STREET SW 32+75 TO 32+80
363. 388 MONTELEONE STREET SW 32+80 TO 32+85
364. 389 MONTELEONE STREET SW 32+85 TO 32+90
365. 390 MONTELEONE STREET SW 32+90 TO 32+95
366. 391 MONTELEONE STREET SW 32+95 TO 33+00
367. 392 MONTELEONE STREET SW 33+00 TO 33+05
368. 393 MONTELEONE STREET SW 33+05 TO 33+10
369. 394 MONTELEONE STREET SW 33+10 TO 33+15
370. 395 MONTELEONE STREET SW 33+15 TO 33+20
371. 396 MONTELEONE STREET SW 33+20 TO 33+25
372. 397 MONTELEONE STREET SW 33+25 TO 33+30
373. 398 MONTELEONE STREET SW 33+30 TO 33+35
374. 399 MONTELEONE STREET SW 33

TRAFFIC SIGNAL PLANS FOR



SHEA HOMES – MARINA COMMUNITY PARTNERS

WOOD RODGERS, INC.

1 E-0 TITLE SHEET



THE BENCHMARK FOR THIS SURVEY IS A SURVEY DISK LOCATED BETWEEN THE SOUTHBOUND LANES OF HIGHWAY 1 AND THE SOUTHBOUND OFFRAMP TO 12TH STREET, APPROXIMATELY 106 FEET NORTH FROM THE NORTHWEST CORNER OF THE 12TH ST. BRIDGE OVER STATE HIGHWAY 1, 8.4 FEET EAST OF THE WEST FACE OF THE AC DIKE.

STAMPED "CA-HPGN-D STA. 05-WB MON 001"
NGS PID: GU4318
ELEVATION = 83.00 FEET
DATUM = NAVD88

DATE _____

FRANK BERLOGAR PE, GE

THE GEOTECHNICAL ASPECTS OF THE IMPROVEMENT PLANS HAVE BEEN REVIEWED FOR SUBSTANTIAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL EXPLORATION REPORT.

CITY OF MARINA
APPROVED FOR CONSTRUCTION

BRIAN MCMINN, PE 64143
CITY ENGINEER

DATE _____



FOODS

CITY OF MARINA

MONTEREY COUNTY CALIFORNIA



4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

DRAWN BY: R. PLAN

G. LEUNG

DESIGNED BY: J. LEON[illegible]

NOTE:

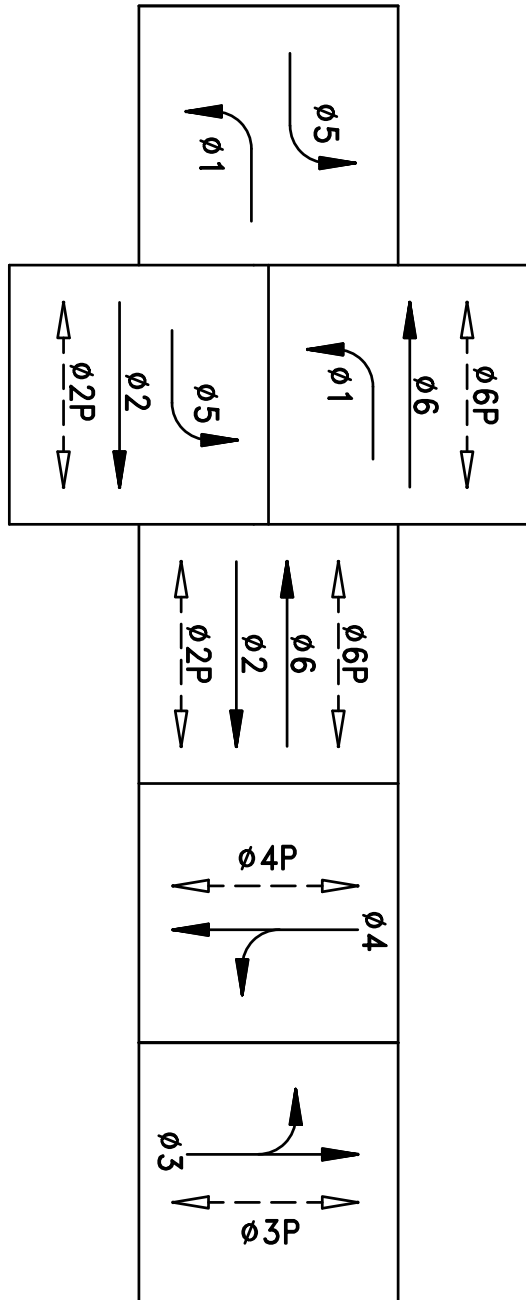
SEE TRAFFIC SIGNAL GENERAL NOTES ON SHEET E-2.

CONSTRUCTION NOTES: (FOR THIS SHEET ONLY)

- FURNISH AND INSTALL MODEL 2070 NEMA TS2 TYPE 2 CONTROLLER ASSEMBLY WITH SE-PAC SOFTWARE, VIDEO DETECTION, LOOP SENSOR UNIT, EMERGENCY VEHICLE PRE-EMPTION SYSTEM, AND NECESSARY COMMUNICATION COMPONENTS IN TYPE P CABINET. FURNISH AND INSTALL SIDE-MOUNTED UPS SYSTEM AND CABINET (CLARY SP1250+ WITH PIM 306) OR EQUAL.
- FURNISH AND INSTALL METERED TYPE III-AF SERVICE EQUIPMENT ENCLOSURE. INSTALL TYPE V PEC AND CIRCUIT BREAKERS AS SHOWN IN BELOW:
100-AMP, 2-POLE, (240 V MAIN)
50-AMP, 1-POLE (120 V TRAFFIC SIGNAL)(METERED)
15-AMP, 1-POLE (120 V ILSNS)(METERED)
30-AMP, 1-POLE (120 V LIGHTING)(UNMETERED)
- FURNISH AND INSTALL ITERS VANTAGE EDGE II VIDEO DETECTION SYSTEM PER MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL COORDINATE WITH PG&E FOR SERVICE CONNECTION.
- FURNISH AND INSTALL 2" C, 1 DLC.
- FURNISH AND INSTALL 2" C, 2#6 (CONTROLLER), 2#8 (LIGHTING), 2#10 (ILSNS), 3#14 (PEC), 1#8 (GROUND).
- TRAFFIC SIGNAL POWER SERVICE CONDUIT AND CONDUCTORS. SEE JOINT TRENCH PLANS.
- REMOVE AND SALVAGE EXISTING STREET LIGHT POLE, ARM, AND FIXTURE. ABANDON FOUNDATION. INSTALL NEW PULL BOX WHEN NECESSARY TO MAINTAIN EXISTING STREET LIGHTING SYSTEM IN FULL OPERATING CONDITION.
- FURNISH AND INSTALL 2" PVC SCHEDULE 80 CONDUIT WITH 45-DEGREE SWEEPS WITH 12-PAIR #22 SIC AND 48-STRAND SMFO.
- INSTALL NEW CONDUIT IN EXISTING SIGNAL COMMUNICATION PULL BOX.
- TERMINATE NEW SIC AND SMFO IN EXISTING TRAFFIC SIGNAL CONTROLLER CABINET.
- FURNISH AND INSTALL SIGNAL COMMUNICATION PULL BOX.
- INSTALL NEW 4-SECTION SIGNAL HEAD. SEE DETAIL ON THIS SHEET.
- FURNISH AND INSTALL 2" PVC SCHEDULE 80 CONDUIT WITH 45-DEGREE SWEEPS WITH TRACEABLE PULL TAPE.

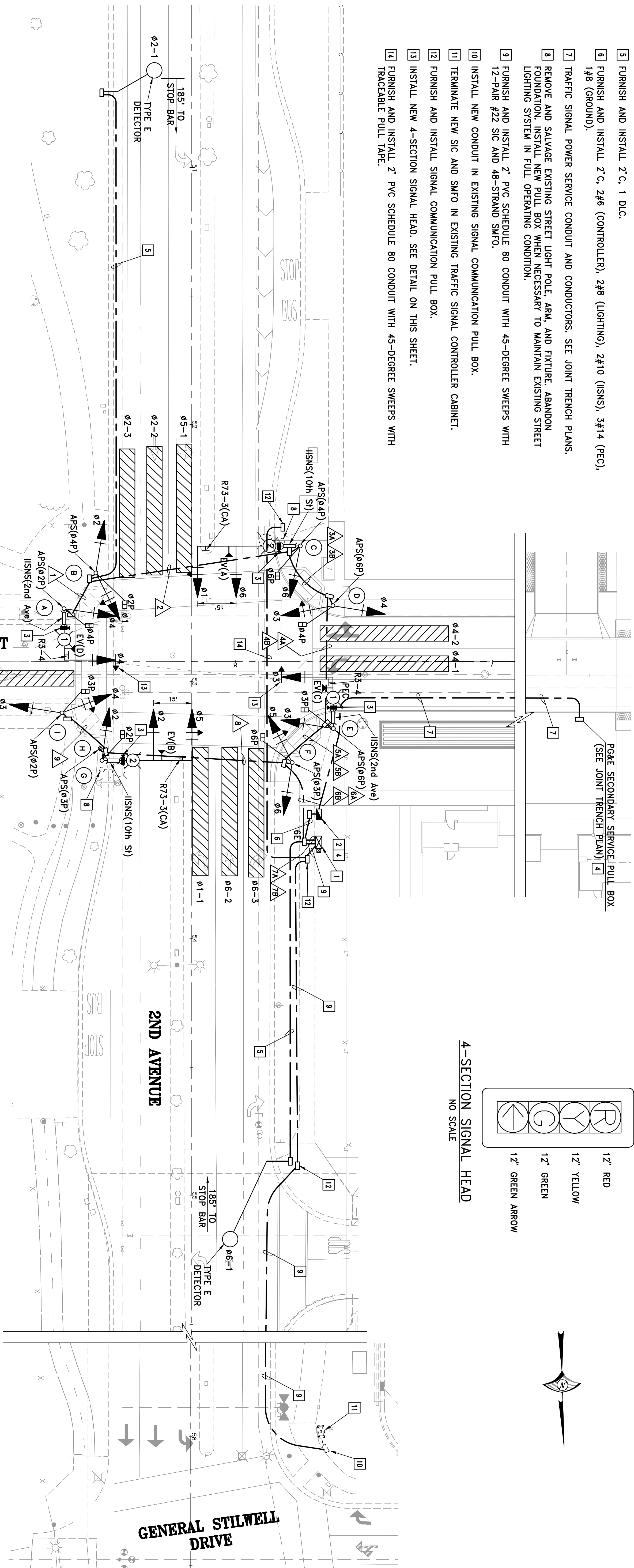
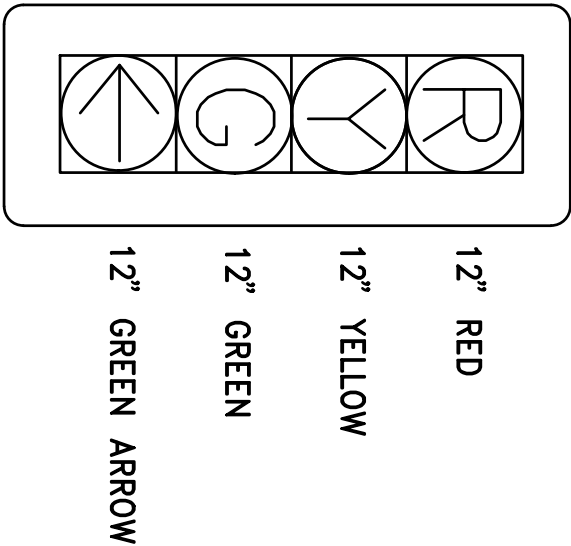
LEGEND:

- FURNISH AND INSTALL EMERGENCY VEHICLE PRE-EMPTION DETECTOR ON 3/4" GALVANIZED STEEL PIPE THREADED VERTICALLY INTO TOP OF SIGNAL MAST ARM.
- EV(A) EMERGENCY VEHICLE PRE-EMPTION (CHANNEL)
OPTICOM MODEL 711 EMERGENCY VEHICLE PRE-EMPTION UNIT OR APPROVED EQUAL
- VIDEO DETECTION CAMERA
- VIDEO DETECTION ZONE
- 4-SECTION VEHICLE SIGNAL HEAD. SEE DETAIL ON THIS SHEET
- LUMINAIRE
- CIRCUIT No. 2



PROPOSED PHASE DIAGRAM
DESIGN SPEED: 2ND AVENUE = 35 MPH
EV(A) = 01 + 06 EV(C) = 03
EV(B) = 02 + 05 EV(D) = 04

4-SECTION SIGNAL HEAD
NO SCALE



SCALE: 1" = 20'

WOOD RODGERS

TRAFFIC SIGNAL PLANS FOR
THE DUNES PROMENADE
TRAFFIC SIGNAL PLAN

CITY OF MARINA

MONTEREY COUNTY CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94568 FAX 925.847.1557

DATE: AUGUST 2023
SCALE: H: 1"=20" V:
DRAWN BY: R. PLANT
DESIGNED BY: S. LEUNG
CHECKED BY: K. MOSCA

NO.	DESCRIPTION	ENGR INIT	BY AGENCY APPROVED	DATE

November 7, 2023

Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING THE EXPANDED LEARNING OPPORTUNITIES
AGREEMENT BETWEEN THE CITY OF MARINA AND MONTEREY
PENINSULA UNIFIED SCHOOL DISTRICT**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2023-, authorizing the City Manager to finalize and enter into an Expanded Learning Opportunities Agreement between the City of Marina (City) and Monterey Peninsula Unified School District (MPUSD), subject to approval by the City Attorney.

BACKGROUND:

Derived from Assembly Bill (AB) 130, California Education Code (EC) Section 46120 established the program plan and funding for the Expanded Learning Opportunities Program (ELO-P)

The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

MPUSD does not have adequate facilities or staffing to meet the requirements of the Expanded Learning Opportunity for all enrolled students.

ANALYSIS:

In August 2023, MPUSD approached City staff to determine the viability of the Recreation & Cultural Services Department administering the ELO-P by utilizing existing City facilities, infrastructure, and staff associated with the After School Program at the Rocky Hann Community Center. After several meetings to discuss the requirements, details, and logistics of the program, both parties agreed that the City has the capacity to administer the ELO-P program as an Independent Contractor.

The intent of the proposed agreement is to ensure the safety of children; alignment with the ELO-P fiscal allocation requirements set forth by the state of California; support of the school day curriculum; successful operation following established policies and procedures; strong financial operations, communication, and coordination between MPUSD and the City.

Program components include literacy and enrichment activities, physical activity, and an afternoon snack in a safe environment that promotes emotional wellness and relationship building. These are areas of strength within the Recreation & Cultural Services Department that will enhance the positive impacts for youth participating in the program.

It is also intended to ensure continued successful student performance through a collaborative relationship among Olson, Marina Vista and JC Crumpton elementary schools and the City.

FISCAL IMPACT:

MPUSD agrees to pay the City \$100 per student per month for the administration of the ELO-P. This represents approximately \$60,000 in new revenue for FY 24 and approximately \$90,000 for FY 25. There are no additional expenses.

CONCLUSION:

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

Respectfully submitted,

Andrea M. Willer
Recreation & Cultural Services Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MARINA OF THE CITY OF MARINA APPROVING THE
EXPANDED LEARNING OPPORTUNITIES AGREEMENT BETWEEN THE CITY OF
MARINA AND THE MARINA PENINSULA SCHOOL DISTRICT.

WHEREAS, the Monterey Peninsula School District is seeking an independent contractor to administer the Expanded Learning Opportunity Program for Olson, Marina Vista, and JC Crumpton students for the 2023-2024 academic year; and

WHEREAS, the City of Marina has the facilities, infrastructure, and staffing to meet the requirements of the ELO-P; and

WHEREAS, there are no foreseeable additional expenses to administering the ELO-P; and

WHEREAS, the estimated revenue to the Department is approximately \$60,000 in FY 24 and \$90,000 in FY 25.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Marina do hereby authorize the City Manager to finalize and execute the Expanded Learning Opportunities Agreement between the City of Marina and Monterey Peninsula School District, subject to approval by the City Attorney.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Buce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

November 1, 2023,

Item No. **10g(5)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING A MAINTENANCE SERVICES AGREEMENT BETWEEN
THE CITY OF MARINA AND DELLA MORA, SHEET METAL & AIR
CONDITIONING, INC. TO REPLACE THE PUBLIC SAFETY BUILDING
HVAC UNIT AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving a maintenance services agreement between the City of Marina and Della Mora Sheet Metal & Air Conditioning, Inc. of Marina, California to replace the public safety building heating, ventilating, and air conditioning (HVAC) unit (**EXHIBIT A**); and
2. Authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney; and

BACKGROUND:

The roof mounted heating unit for the Public Safety building has failed and needs to be replaced to meet the needs of the City's police and fire staff who work in the building. Funding was allocated in the current Capital Improvement Program (CIP) budget to address this need.

ANALYSIS:

Staff obtained three quotes to replace the units as follows:

Della Mora, Marina, CA	\$56,268
Airtron Heating and AC, San Jose, CA	\$76,200
Monterey Bay Heating and Cooling, Gonzalez, CA	\$92,400

Della Mora Sheet Metal & Air Conditioning holds all appropriate licenses to perform this work and has performed HVAC services for City facilities in the past with good results. All work will be performed at prevailing wage rates.

FISCAL IMPACT:

Funds in the amount of \$70,000 have been allocated in the current CIP budget to cover the cost of the replacement (project APF2310).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Replacement of existing facilities is an exemption per Section 15301 of the California Environmental Quality Act (CEQA).

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

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

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND DELLA MORA, SHEET METAL & AIR CONDITIONING, INC. TO REPLACE THE PUBLIC SAFETY BUILDING HVAC UNIT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the roof mounted heating unit for the Public Safety building has failed and needs to be replaced to meet the needs of the City's police and fire staff who work in the building; and

WHEREAS, funding was allocated in the current Capital Improvement Program (CIP) budget to address this need; and

WHEREAS, Della Mora Sheet Metal & Air Conditioning provided the lowest of three quotes to perform the work at a cost of \$56,268; and

WHEREAS, Della Mora Sheet Metal & Air Conditioning holds all appropriate licenses to perform this work and has performed HVAC services for City facilities in the past with good results; and

WHEREAS, funds in the amount of \$70,000 have been allocated in the current CIP budget to cover the cost of the replacement (project APF2310); and

WHEREAS, replacement of existing facilities is an exemption per Section 15301 of the California Environmental Quality Act (CEQA).

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina does hereby adopting resolution No. 2023-:

1. Approving a maintenance services agreement between the City of Marina and Della Mora Sheet Metal & Air Conditioning, Inc. of Marina, California to replace the public safety building heating, ventilating, and air conditioning (HVAC) unit (**EXHIBIT A**); and
2. Authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney; and

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

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**AGREEMENT FOR HVAC MAINTENANCE SERVICE
BETWEEN THE CITY OF MARINA
AND DELLA MORA, SHEET METAL & AIR
CONDITONING, INC.**

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into on _____

2023 by and between the City of Marina, a California charter city, hereinafter referred to as "CITY" and Dela Mora, Sheet Metal & Air Conditioning, Inc., a California corporation, hereinafter referred to as CONTRACTOR. If there is a conflict among any contract documents the provisions of this Agreement between City and Contractor shall take precedence.

WITNESSETH

WHEREAS, CITY desires to employ the services of CONTRACTOR to provide services as described in CONTRACTOR's Proposal, dated November 11, 2023, and attached hereto as **Exhibit A** and by this reference made a part hereof.

WHEREAS, CONTRACTOR has provided a quote to perform the services referenced and described in Exhibit A.

NOW, THEREFORE, for, in consideration of the promises and other good and valuable considerations, and subject to the terms hereinafter contained, CITY and CONTRACTOR agree as follows:

1. SCOPE OF WORK

CONTRACTOR shall perform the Work described in Exhibit A in accordance with the Terms and Conditions of this Contract. The CONTRACTOR and any subcontractor must be registered with the Department of Industrial Relations (DIR) and notice is provided that this contract is subject to compliance monitoring and enforcement by the DIR.

2. TIME OF PERFORMANCE

CONTRACTOR shall commence Work immediately upon written notice to proceed by CITY. This Agreement will continue in effect for twelve months from the date first written above unless either CITY or CONTRACTOR provides not less than 60 days' prior written notice of its intention to terminate the Agreement.

Time is of the essence in the performance of CONTRACTOR'S obligations under this Contract.

City of Marina

AGREEMENT BETWEEN CITY AND CONTRACTOR

Page 1 of 15

3. COMPENSATION AND PAYMENT

- a. Payment. In consideration for materials furnished and services rendered, CITY shall pay CONTRACTOR in accordance with the provisions specified in Exhibit A.

Contract Price - CITY shall pay CONTRACTOR as full consideration for faithful performance of this Contract the following amount which shall be the "Contract Price" \$56,268.00. Extraordinary Work will be approved in advance and in writing by the CITY and charged in on a "time and materials" basis.

CONTRACTOR shall make his/her records available to the City upon request in order to substantiate any additions or deductions to the Contract Price related to Contractor's costs.

- b. Prevailing Wage Rates.

(1) As required by §§1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate per diem wages are on file at the office of the CITY, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination.

{2) As provided in §1775 of the California Labor Code, the CONTRACTOR shall, as a penalty of the CITY, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work or craft in which such worker is employed for any public work done under the CONTRACTOR by it or by any subcontractor under it.

- c. Retention and Inspection of Payroll Records. As required under the provisions of §1776 of the California Labor Code, each CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day

City of Marina

AGREEMENT BETWEEN CITY AND CONTRACTOR

and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records of the CONTRACTOR and each subcontractor shall be certified and shall be submitted to directly to the Labor Commissioner in accordance with the direction of the DIR (when thee-reporting system is active and available). Records must be available for inspection at all reasonable hours at the principal office of the CONTRACTOR under certain specified conditions.

- d. Apprentices. Attention is directed to §§1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations §§200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the CONTRACTOR (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this paragraph lies with the CONTRACTOR. The CITY'S policy is to encourage the employment and training of apprentices on its public works contracts as may be permitted under local apprenticeship standards.
- e. Working Hours. The CONTRACTOR shall comply with all applicable provisions of §§1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CONTRACTOR shall, as a penalty to the CITY, forfeit \$25.00 for each worker employed in the execution of the Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at no less than 1-1/2 times the basic rate of pay.

4. INTERPRETATION

This Contract, together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire Contract between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions in this Contract are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Contract nor be considered interpretative thereof.

Failure of either party to exercise any opinion, right or privilege under this Contract or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

City of Marina

AGREEMENT BETWEEN CITY AND CONTRACTOR

5. INDEPENDENT CONTRACTOR

- a. In accordance with the provisions of California Public Contract Code §3300, the CITY has determined that the CONTRACTOR possesses Valid Class C-4, C-20, and C-43 Contractor licenses at the time that this Contract is executed. Failure to possess the specified license shall render this contract void.
- b. CONTRACTOR shall be an independent CONTRACTOR in all its activities hereunder. CONTRACTOR is not to be considered CITY'S employee for any purpose, including but not limited to the accrual of any employee benefits. CONTRACTOR is not authorized to represent CITY or otherwise bind CITY in any dealings between CITY and any third parties.
- c. All employees furnished by CONTRACTOR to perform the work hereunder shall be deemed to be CONTRACTOR'S employees exclusively and shall be paid by CONTRACTOR for all services in this connection, including but not limited to the accrual of any employee benefits. CONTRACTOR shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workman's Compensation, Income Tax and other reports and deductions required by any applicable State or Federal law.
- d. The work to be performed by CONTRACTOR shall be under the general direction of CITY'S Public Works Director/City Engineer or his/her designee and shall be limited to the Scope of Work of this Contract. CITY may direct CONTRACTOR as to what work is to be done, the sequence in which it is to be performed and a schedule indicating start dates and/or completion dates, but shall not be responsible for or direct the means, methods or equipment whereby the work is to be accomplished.

6. SUBCONTRACTS AND ASSIGNMENTS

- a. Subcontractor. CONTRACTOR shall not assign or subcontract any portion of the services required under this Contract without prior written authorization of CITY. City is entering into this Contract in reliance upon the stated experience and qualifications of the Contractor and any subcontractors. Accordingly, Contractor shall not assign, hypothecate or transfer this Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void, and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the City.
- b. Assignment of Antitrust Actions in Awarding Body. In accordance with §4551 of the Government Code, the CONTRACTOR and subcontractors shall conform to the following requirements. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 commencing with §16700 of Part 2 of Division 7 of the Business and Professions Code).

7. TERMINATION

- a. CITY, or CONTRACTOR with sixty days' written notice, may terminate this Contract without cause at any time. Any termination shall become effective in the manner specified in the Notice of Termination and shall be without prejudice to any claim, which CITY may have against CONTRACTOR or CONTRACTOR may have against CITY. CITY shall reimburse CONTRACTOR only for the work performed to date of termination, and for expenses which were reasonably incurred and necessary costs of termination and protection of property.
- b. In the event of a termination for default of CONTRACTOR, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the amount to be paid on this Contract exceeds the cost of finishing the Work, including the cost for additional managerial and administrative services and any other costs and damages CITY may suffer, that excess amount shall be paid to CONTRACTOR. If the expense, compensation, costs, and damages exceed any unpaid balance, CONTRACTOR and its sureties, if any, shall be liable for and shall pay the difference to CITY.

- c. Notwithstanding the above, the total amount due CONTRACTOR upon termination will not exceed the total compensation stated in Exhibit A.

8. FORCE MAJEURE

CONTRACTOR shall not be liable for failure or delay in delivery of services or delivery of goods due to Acts of God; war; civil commotion; labor disputes or strikes (including labor disputes and strikes involving employees of CONTRACTOR); fire, flood, or other casualty; governmental actions, priorities, or regulations; supplier or CONTRACTOR delay; or any cause beyond CONTRACTOR'S reasonable control whether of similar or dissimilar nature than those enumerated. CONTRACTOR shall have such additional time within which to perform the Work as may be reasonably determined as the result of any of the above causes.

9. INDEMNIFICATION

To the maximum extent permitted by law, the CONTRACTOR shall fully indemnify, hold harmless, protect and defend the CITY, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from any against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including fees of accountants, attorneys, experts, or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal) in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the work performed by CONTRACTOR, or any of its officers, agents, employees, subcontractors, sub-subcontractors, design consultants, or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused or alleged to be caused, in part, by an Indemnatee, including but not limited to:

- A. Bodily injury, emotional injury, sickness or disease, or death to any person;
- B. Infringement of any patent rights, license, copyright or intellectual property which may be brought against the CONTRACTOR or CITY arising out of CONTRACTOR'S work, for which the CONTRACTOR is responsible.
- C. Stop notices and claims for labor performed or materials used or furnished to be used in the work ,including all incidental or consequential damages resulting to CITY from such stop notices and claims;
- D. Failure of CONTRACTOR or its subcontractors to comply with the provisions for insurance;

- E. Failure to comply with any applicable law, statute, code, ordinance, regulation, permit or order;
 - F. Misrepresentation, misstatement, omission with respect to any statement made in or any document furnished by the CONTRACTOR in connection herewith;
 - G. Breach of any duty, obligation, or requirement under the Project Manual, bid documents, or contract documents;
 - H. Failure to provide notice to any party as required by the contract documents;
 - I. Failure to protect the property of any utility provider or adjacent property City; or
 - J. Failure to make payment of all employee benefits.
10. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the CONTRACTOR shall not be responsible for liabilities which arise from the sole negligence or willful misconduct of Indemnitees or arise from the active negligence of CITY.
11. **WARRANTIES**
- a. CONTRACTOR warrants that all Work shall strictly comply with the provisions of this Contract and all specifications and drawings referred to in this Contract or thereafter furnished by CITY and shall be free from defects in construction and workmanship and in any design or engineering furnished by CONTRACTOR. CONTRACTOR further warrants that all materials, equipment, and supplies furnished by CONTRACTOR for the Work shall be new, merchantable, of the most suitable grade, and fit for their intended purposes. Without limitation of any other rights or remedies of CITY, if any defect in the Work in violation of the foregoing warranty appears within the period set forth below, CONTRACTOR shall upon receipt of written notice of such defect, promptly furnish, at no cost to CITY, all labor, equipment and materials at the job site necessary to correct such defects and cause the Work to comply fully with the foregoing warranties.
 - b. CONTRACTOR'S warranties set forth in "10.a." above shall extend for a period of 12 months after the date of final completion of the Work.
 - c. All labor, equipment, and materials furnished by CONTRACTOR pursuant to "10.a." above to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in "10.a." above for a period of 12 months from the date of completion of such corrections.

- d. If CONTRACTOR is notified of any defects in the Work and fails to promptly cure such defects, CITY shall have the right to cure or to have such defects cured at CONTRACTOR'S cost and expense, and CONTRACTOR shall promptly reimburse CITY for such costs and expenses.

12. INSURANCE

a. Workers' Compensation

- (1) In accordance with provisions of §1860 of the California Labor Code, the CONTRACTOR'S attention is directed to the requirement that, in accordance with the provisions of §3700 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees.
- (2) In accordance with the provisions of §1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b. Without limiting its liability to CITY, CONTRACTOR shall place and maintain with responsible insurance carriers the following insurance. Prior to commencing work under this Contract, CONTRACTOR shall deliver to CITY certificates of insurance evidencing coverage in accordance with this Article and an obligation to which shall provide thirty calendar days' notice to CITY in the event of a material change in coverage or cancellation. As to the insurance set out in Paragraphs (2) and (3) below, CONTRACTOR shall have CITY named as additional insured and CONTRACTOR shall provide a certificate of insurance to CITY before work is started.

- (1) Worker's Compensation and Employer's Liability Insurance. Workers' Compensation in compliance with the applicable State and Federal laws.

Employer Liability limit \$1,000,000.

- (2) Commercial General Liability Insurance including Blanket Contractual; Broad Form Property Damage; Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property

Damage to a combined single limit of \$2,000,000 each occurrence subject to \$4,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury and Products/Completed Operations shall apply separately with respect to each project away from CONTRACTOR'S owned or rented premises.

- {3) Comprehensive Automobile liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

13. UNEMPLOYMENT INSURANCE AND TAXES

CONTRACTOR shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, old age retirement benefits and similar pensions, and annuities which may now or hereafter be imposed by the United States, any state, or any local governmental authority, whether measured by the wages, salaries, or remuneration paid to persons employed by CONTRACTOR or otherwise, for the Work. CONTRACTOR shall comply with all Federal and State laws on such subjects, including all rules and regulations and shall maintain suitable forms, books and records, and save CITY free and harmless from, and hereby indemnifies CITY and against, liability for the payment of any and all such taxes, excises, assessments, or other charges levied by any governmental authority on or because of the Work, including, without limitation, the use of any equipment, supplies or materials pursuant to this Contract.

14. DISCLOSURE OF INFORMATION

No news release, including photographs and films, public announcement, denial or confirmation shall be made by CONTRACTOR concerning subject matter of this Contract, or any phase of any program hereunder, without the prior written approval of CITY.

15. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

16. CHANGES

- a. Preference for Materials. Notwithstanding any other provision of Exhibit A or specifications to the contrary, any reference to any material, item of equipment or type of construction by manufacturer's name, make, catalogue number,

service or other proprietary identification shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. CONTRACTOR may furnish any equal material, product, or service if the CITY so approves.

If the CONTRACTOR wishes to propose a substitute or equal item for any specified by brand or trade name, he shall in writing notify the CITY of his intent to do so and at this time submit to the CITY an itemized list of the item or items he proposes setting forth the various manufacturers, names and such other information he has available. Unless this notification is given, the CONTRACTOR shall provide only the items specified by brand or trade name. If notification is so given the CITY, within fourteen (14) calendar days the CONTRACTOR shall supply data to the CITY to substantiate the proposed substitution or equal. The CITY will then decide whether the proposed substitution or equal is in fact equal in quality and utility to the specified trade or brand name items. It is agreed that the decision of the CITY in this matter shall be final and that if the CITY determines that the proposed substitution is not equal to that specified, the CONTRACTOR shall provide equipment which meets the specifications at the price specified in the CONTRACTOR'S proposal.

- b. Changes. CITY, without invalidating this Contract, may direct changes within the general scope of work required by this Contract by altering, adding to and/or deducting from the work to be performed. If any changes under this clause, whether directed or otherwise, cause an increase or decrease in CONTRACTOR'S cost of, or the time required for, the performance of the work under this Contract, CONTRACTOR shall notify CITY within five (5) working days of the date of occurrence of any such change. CONTRACTOR shall submit detailed justification of time and cost impacts for review and approval of Contract. After mutual agreement has been reached by the parties, an equitable adjustment will be made to the contract time or price, and the Contract will be modified in writing accordingly. All such changes in the work shall be in writing and shall be performed subject to the provisions of this CONTRACT.

17. INSPECTION AND ACCEPTANCE

- a. All equipment and materials furnished to CITY, and workmanship performed by CONTRACTOR or its lower-tier subcontractors shall be subject to final inspection, tests, and acceptance by CITY or its representatives upon completion of all Work. CITY may also inspect and reject any materials, equipment, or workmanship at any time during the performance of the Work. CITY'S inspections shall not relieve CONTRACTOR from its obligation to comply with the requirements of this Contract. CITY reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at the time

specified by the CONTRACTOR for inspection or test, or when re-inspection or retesting is necessitated by prior rejection. The failure of CITY to inspect or test, or to discover defective material or workmanship, shall not prejudice the rights of CITY upon the final inspection.

- b. CONTRACTOR, at its expense, shall promptly correct any workmanship which does not comply with the requirements of this Contract, and shall promptly repair or replace any material or equipment (except material or equipment furnished by CITY) which is defective or does not conform to the Contract requirements, prior to resubmitting the Work for acceptance. If CONTRACTOR fails to repair or replace rejected equipment or material, or correct rejected workmanship promptly, CITY, at its option, may repair, replace or correct the defective workmanship, equipment or material, and all costs and expenses of CITY in correcting the defective Work shall be the responsibility of CONTRACTOR and shall be paid to CITY on demand. Instead of requiring correction, removal, or replacement of defective Work, CITY may accept the Work in its defective or unapproved state and a Contract amendment shall be issued to incorporate any unnecessary revisions to the Contract documents, including an appropriate reduction to the Contract price.
- c. CONTRACTOR acknowledges that the CITY or its representatives may also inspect any materials, equipment, or workmanship at any time during the performance of the Work.

18. SUSPENSION OF WORK

- a. CITY may, at any time, suspend performance of all or any part of the Work by giving not less than five working days written notice to CONTRACTOR. The suspension may be continued by CITY for a period up to sixty (60) calendar days during which period CITY may at any time, by written notice, require CONTRACTOR to resume performance of the Work. If at the end of the sixty-day period of suspension CITY has not required a resumption of Work, that portion of the Work which has been suspended may be terminated by either party pursuant of the provisions of this paragraph. CONTRACTOR shall be compensated in accordance with, and shall follow the procedures specified in, paragraph 7 above.
- b. CITY shall not be liable for any damages, anticipated profits, or costs incurred with respect to suspended Work during any period of suspension, except for costs which (i) are incurred for the purpose of safeguarding the Work, materials, and equipment in transit or at the job site, (ii) are incurred for such CONTRACTOR personnel or rented equipment which are maintained at the job

site, or (iii) are other reasonable and unavoidable costs of shutting down the Work or reassembling personnel and equipment.

19. NOTICE OF THIRD PARTY CLAIMS AGAINST THE CONTRACTOR

The CONTRACTOR shall give the CITY immediate notice of any suit or action filed, or any claims made, against the CONTRACTOR arising out of the performance of this Contract or any lower-tier subcontracts. The CONTRACTOR shall furnish immediately to the CITY copies of all documents received by the CONTRACTOR pertinent to such actions, suit or claim, pre-lien notices, notifications of liens, and/or stop notices.

20. DISPUTE RESOLUTION

Duty to Meet and Confer: 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. Representatives of each party will personally meet and attempt in good faith to resolve the dispute.

Venue and jurisdiction for any legal proceeding between the parties shall lie in the Superior Court for the County of Monterey and the law of California shall govern.

Resolution of Claims. Public Contract Code §20104 et seq. shall apply to resolution of claims for time extension of \$375,000 or less. "Claim" means a separate demand by the CONTRACTOR for (i) payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (ii) an amount the payment of which is disputed by the CITY.

- 21. NON DISCRIMINATION/UNLAWFUL EMPLOYMENT PRACTICES.** In accordance with Government Code §12940 and Labor Code §1735 it shall be a violation of this Agreement, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California: (a) For CONTRACTOR, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

City of Marina

AGREEMENT BETWEEN CITY AND CONTRACTOR

- 22. 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.
- 23. ASSIGNMENT.** City is entering into this Contract in reliance upon the stated experience and qualifications of the Contractor and its Subcontractors. Accordingly, Contractor shall not assign, hypothecate or transfer this Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void, and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the City.
- 24. PERMITS.** The Contractor shall provide, procure and pay for all licenses, permits, and fees, required by the City or other government jurisdictions or agencies necessary to carry out and complete the Work. No other compensation shall be paid to the Contractor for these items or for delays caused by non-City inspectors or conditions set forth in the licenses or permits issued by other agencies.
- ZS. INDEX OF ATTACHMENTS**

The following Exhibit is incorporated herein and made a part thereof:

Exhibit A - Scope of Work

(Signature Page Follows.)

City of Marina

AGREEMENT BETWEEN CITY AND CONTRACTOR

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

By: _____

Print Name: _____

Date: _____

Address: 3332 Paul Davis Drive #1
Marina, CA 93933

APPROVED AS TO FORM:

By: _____
Heidi Quin, Interim City Attorney

Date: _____

CITY OF MARINA

By: _____
Layne P. Long, City Manager

Date: _____

Address: 211 Hillcrest Avenue
Marina, CA 93933

By: _____

Date: _____

**"Proposal"**

Della Mora Heating, Sheet Metal
& Air Conditioning, Inc.
3332 Paul Davis Dr. #1
Marina, CA 93933
Lic #696294

PH:(831) 883-4500 email:main@dellamorahvac.net

PROPOSAL SUBMITTED TO:

City of Marina: Marina Police Department
211 Hillcrest Ave
Marina CA 93933

Attn: Ed Meachum

Ph. (831) 884-1209

Email: emeachum@cityofmarina.org

Date: 11/1/2023

JOB LOCATION: Replace existing 20 ton Trane Rooftop Package unit, at above address.

We are pleased to have this opportunity to propose to provide labor, materials, equipment, insurance and transportation in order to complete the following Scope of Work:

Option#1: Replace existing 20 ton Rooftop Package unit with new Trane 20 ton package unit, at above address

- Power down and discharge unit
- Disconnect, power, controls, ductwork, gas and condensate on existing unit
- Disconnect unit from existing curb structure
- Schedule crane lift with customer. This will require marking out a designated space for crane.
- Remove and dispose of existing unit. Dispose of refrigerant in accordance to California and EPA standards.
- Replace unit with Matching and approved replacement unit.
- New Unit to have special anti sea air corrosive coating
- Provide and install new adapter curb (only if necessary)
- Secure unit to structure curb.
- Reconnect existing electrical, controls, gas, duct, and condensate to new unit
- Fabricate new transition fittings, Flex Connectors and sun screen shield to connect new unit to existing ductwork (if unit is side discharge. If unit is down discharge this will not be necessary)
- Install new duct fittings and sun shield
- Secure new fittings and seal all new seams water tight
- Provide and install Factory provided Economizer on new unit
- Perform start up and operations tests

The Total NOT TO EXCEED Cost for the above Option #1 scope of work is: \$56,268.00 due upon completion of the above stated work.

Note: There are high efficiency options for this unit at additional costs

In addition to items which are not included above, this proposal DOES NOT

INCLUDE the following: Permits or Fees; Hazardous Material Identification or Removal; Roofing or Patching; Carpentry Including Hole Cutting or Framing; Metal Roofing, Siding or Soffits; Structural Supports; Title 24 Documentation; Painting, Paint Prep or Primer; Structural framing and modifications; Modifications or repair of existing fire dampers and sensors Overtime or After Hours Work.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
AUTHORIZING THE CITY MANAGER TO ENTER INTO TWO
REIMBURSEMENT AGREEMENTS BETWEEN THE CITY AND SHEA
HOMES, LP. (1) A PUBLIC IMPROVEMENT AND REIMBURSEMENT
AGREEMENT FOR THE IMPROVEMENT OF 8TH STREET BETWEEN
3RD AVENUE AND CALIFORNIA AVENUE; (2) A REIMBURSEMENT
AGREEMENT FOR THE CITY'S PORTION OF CALIFORNIA AVENUE
BETWEEN IMJIN PARKWAY AND 8TH STREET ALREADY
CONSTRUCTED BY SHEA HOMES. BOTH REIMBURSEMENT
AGREEMENTS ARE SUBJECT TO FINAL REVIEW AND APPROVAL
BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, authorizing the City Manager to enter into two Reimbursement Agreements for the improvement of 8th Street from 3rd Avenue to California Avenue and California Avenue from Imjin Parkway to 8th Street between City of Marina and Shea Homes, LP, ("Developer"), and;
2. Authorizing the City Manager to execute the Public Improvement and Reimbursement Agreement on behalf of City subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for the Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

The Developer has been progressively developing residential housing east of 2nd Avenue and south of Imjin Parkway. The opening of residential streets within the development has led to an increase of cut-through traffic between Imjin Parkway and 2nd Avenue. Part of the planned buildout is improvements to 8th Street from 3rd Avenue to California Avenue and California Avenue from Imjin Parkway to 8th Street. Both of these streets are designated as arterial roadways within the City's General Plan and are intended to accommodate higher traffic flows and alleviate unnecessary trips on residential streets.

ANALYSIS:

The City and the Developer are negotiating a Public Improvement and Reimbursement Agreement that will allow the Developer to construct 8th Street and California Avenue on behalf of the City and be reimbursed for the cost of the improvements from the former FORA fees that the developer pays for building permits. It's estimated the cost of 8th street will be approximately \$4 million dollars. The developer will receive a fee credit for former FORA fees from this point up until they are reimbursed in full for the construction cost.

8th Street from 3rd Avenue to California Avenue was part of the Capital Improvement Program (CIP) of the former Fort Ord Reuse Authority (FORA). FORA collected community facilities district (CFD) fees from development of the former Fort Ord to fund the FORA CIP. Upon disillusionment of FORA, an alternate CFD was established for the City to continue to fund projects inherited from the former FORA CIP. The Dunes and Sea Haven developers have been paying the alternate CFD fees which can be used for improvements to 8th Street.

Developer construction of the improvements will result in better coordination of construction schedules within the development to reduce public impacts and may result in a lower cost due to reduction of mobilization of materials, equipment, and labor which are already present for the development.

The developer has also already constructed California Avenue between Imjin Parkway and 8th street. The developer is responsible for their portion of the street for their development according to the approved tentative and final maps. However, any portion of California Avenue that is the city's responsibility, the city will reimbursement them from road and intersection impact fees.

FISCAL IMPACT:

There will be no impact on the General Fund for this reimbursement agreement. When Shea pulls a building permit, they will be given a fee credit for the alternate CFD fees which will continue until the full construction cost of 8th street is reimbursed.

California Avenue from Imjin Parkway to 8th Street is included in the City's development impact fee program in which developers pay fees to offset the impacts due to growth induced by their development. Funding in the amount of \$3,000,000 has already been allocated within the existing City CIP budget under project EDR2117 (California Avenue Improvement Project). The current project allocation is sufficient to fund the City's obligation for reimbursement of California Avenue improvements.

CONCLUSION:

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

Respectfully submitted,

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 ENTER INTO TWO REIMBURSEMENT AGREEMENTS BETWEEN THE CITY AND SHEA HOMES, LP. (1) A PUBLIC IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR THE IMPROVEMENT OF 8TH STREET BETWEEN 3RD AVENUE AND CALIFORNIA AVENUE; (2) A REIMBURSEMENT AGREEMENT FOR THE CITY'S PORTION OF CALIFORNIA AVENUE BETWEEN IMJIN PARKWAY AND 8TH STREET ALREADY CONSTRUCTED BY SHEA HOMES. BOTH REIMBURSEMENT AGREEMENTS ARE SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, 8th Street from 3rd Avenue to California Avenue and California Avenue from Imjin Parkway to 8th Street are designated as arterial roadways within the City's General Plan and are intended to accommodate higher traffic flows and alleviate unnecessary trips on residential streets, and;

WHEREAS, The City and the Developer are negotiating a Public Improvement and Reimbursement Agreement that will allow the Developer to construct 8th Street and California Avenue on behalf of the city and be reimbursed for the cost of the improvements, and;

WHEREAS, Shea Homes Limited Partnership ("Developer") has submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the construction of the approved public lighting and traffic signal, and;

WHEREAS, California Avenue from Imjin Parkway to 8th Street is included in the City's development impact fee program in which developers pay fees to offset the impacts due to growth induced by their development. Funding in the amount of \$3,000,000 has already been allocated within the existing City CIP budget under project EDR2117 (California Avenue Improvement Project). The current project allocation is sufficient to fund the City's obligation for reimbursement of California Avenue improvements, and;

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

1. Authorizing the City Manager to enter into two Reimbursement Agreements for the improvement of 8th Street from 3rd Avenue to California Avenue and California Avenue from Imjin Parkway to 8th Street between City of Marina and Shea Homes, LP, ("Developer"), and;
2. Authorize the City Manager to execute the Public Improvement and Reimbursement Agreement on behalf of City subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

November 1, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
ACCEPTING THE COMPLETION OF THE CITY PARK BARRACKS AND
CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 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 City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project, and;
2. Authorizing the filing of a Notice of Completion (**EXHIBIT A**), with the Monterey County Recorder's Office.

BACKGROUND:

The City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project included abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park at the Dunes located along Second Avenue and 8th Street (City Park) and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue for future park and or residential development.

On August 3, 2022, the City Council passed Resolution No. 2022-101 awarding a construction contract to Unlimited Environmental Inc. (UEI) for the base bid in the amount of \$4,245,000 and approved to expend up to an additional 10% of the contract amount for potential construction contingencies.

ANALYSIS:

Following is the project expenditure summary:

Project Expenditure Summary		
Description	Awarded Amount	Expense Amount
Unlimited Environmental Inc Construction Award	\$4,245,000.00	\$4,245,000.00
10% Construction Contingency	\$424,500.00	
Construction Change Orders (8 total)		(\$30,059.80)
Total Award Amount	\$4,669,500.00	
Total Construction Cost		\$4,214,940.20

The final construction cost is \$4,214,940.20 which includes eight construction change orders due to unforeseen conditions and additional work requested by the City. These construction change orders were for additional asbestos abatement and removal of asbestos containing concrete footings, removal and disposal of lead containing soil and installation of perimeter fencing along Rendova Road. Construction change order No. 8 was a deductive change order, reflecting the lower cost for the disposal of lead containing soil.

The project was completed on May 24, 2023. **EXHIBIT B** shows the before, during and after construction photos of the project.

On July 19, 2023, the California Department of Toxic Substance Control (DTSC) accepted and concurs with Removal Action Completion Report (RACR) and certified that all appropriate responses have been completed, See **EXHIBIT C**.

The City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 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:

Capital Improvement Project funding, HSF2101 for Barracks Blight Removal and HSF2103 and Cypress Knolls Building Removal have original funding amounts of \$4,100,000 and \$1,600,000, respectively. Resolution No. 2022-101 included an allocation and appropriation of additional blight removal funding in the amount of \$415,440 to project HSF2101 and \$161,560 to project HSF2103. The total funding for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project is \$6,277,000.00.

The total project cost of \$5,530,328.88 is the cost of the construction contract (\$4,214,940.20) and soft costs for project management, engineering and testing, construction management, inspection, and hazardous material fees (\$1,548,642.03). The Capital Improvement Projects HSF2101 and HSF2103 have sufficient funds to pay the total project cost of \$5,530,328.88. Approval of this request will result in release of contract payment retention which was budgeted and approved at the time of contract award.

Funds remaining will be used to pay the California Hazardous Waste Generation and Handling Fee and for the removal of roads, walkways and retaining walls at Dunes City Park and will be included during the construction of Dunes City Park, Phase 1.

California Environmental Quality Act (CEQA)

The acceptance of project and authorization to file Notice of Completion for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project 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 CITY PARK BARRACKS AND
CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT AND
AUTHORIZING THE FILING OF A NOTICE OF COMPLETION WITH THE
MONTEREY COUNTY RECORDER'S OFFICE

WHEREAS, the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project includes abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park at the Dunes located along Second Avenue and 8th Street (City Park) and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue for future park and or residential development; and,

WHEREAS, on August 3, 2022, the City Council passed Resolution No. 2022-101 awarding a construction contract to Unlimited Environmental Inc. (UEI) for the base bid in the amount of \$4,245,000 and approved to expend up to an additional 10% of the contract amount for potential construction contingencies; and,

WHEREAS, the final construction cost is \$4,214,940.20 which includes eight construction change orders due to unforeseen conditions and additional work requested by the City; and,

WHEREAS, the project was substantially completed on May 24, 2023. **Exhibit B** shows the before, during and after construction photos of the project; and,

WHEREAS, on July 19, 2023, the California Department of Toxic Substance Control (DTSC) accepted and concurs with Removal Action Completion Report (RACR) and certified that all appropriate responses have been completed, See **Exhibit C**; and,

WHEREAS, Capital Improvement Projects HSF2101 and HSF2103 have sufficient funds to pay the total project cost of \$5,530,328.88 which includes the construction contract and soft project delivery costs. Approval of this request will result in release of contract payment retention which was budgeted and approved at the time of contract award; and,

WHEREAS, the acceptance of project and authorization to file Notice of Completion for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project is not a project as defined by the California Environmental Quality Act (CEQA); and,

WHEREAS, the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 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 City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project, and;
2. Authorizes the filing of a Notice of Completion (**Exhibit A**), 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 7th day of November 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 25th day of August 2022, enter into a contract with Unlimited Environmental Inc. (UEI) of Long Beach, California wherein said contractor agreed to complete all work for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 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 November 7, 2023.

The real property involved in said contract is described as City Park (APN 031-201-005) and Cypress Knolls (APN 031-221-008), Marina California with the property interest of the City as Owner.

Dated: November 8, 2023

CITY OF 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

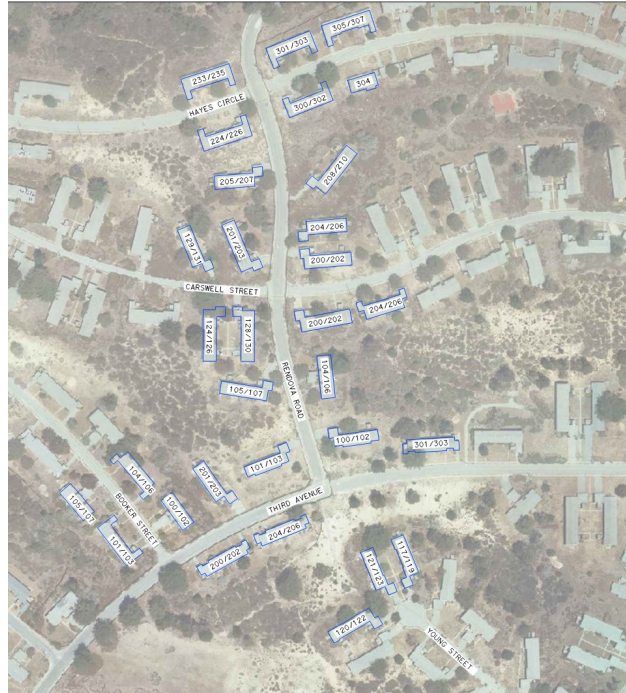
Note: Check Pre-construction and post construction video for the Dunes City Park at <https://youtu.be/vps2Ev3vues>



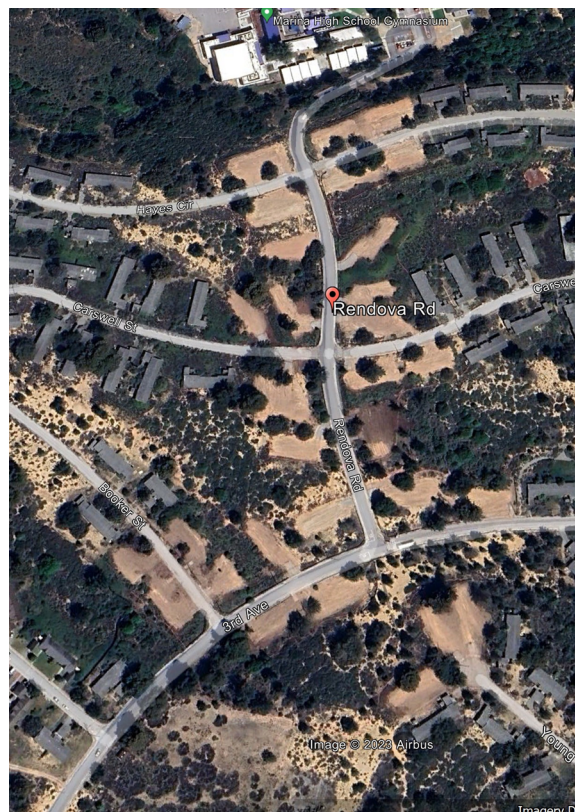
PRE-CONSTRUCTION PHOTOS: DUNES CITY PARK



POST-CONSTRUCTION PHOTOS: DUNES CITY PARK



PRE-CONSTRUCTION AERIAL MAP- CYPRESS KNOLLS



POST-CONSTRUCTION AERIAL MAP- CYPRESS KNOLLS



Yana Garcia
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D.
Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Gavin Newsom
Governor

LETTER SENT VIA EMAIL

July 19, 2023

Brian McMinn
City of Marina Public Works Department
209 Cypress Avenue
Marina, California 93933
bmcminn@cityofmarina.org

REMOVAL ACTION COMPLETION REPORT AND SITE CERTIFICATION, UNIVERSITY VILLAGES: CYPRESS KNOLL AND CITY PARK (SITE CODE 202420-11), FORMER FORT ORD, MARINA, CALIFORNIA

Dear Mr. McMinn:

The California Department of Toxic Substances Control (DTSC) received the Removal Action Completion Report (RACR) prepared by West Environmental Services and Technology (WEST) in June 2023 on behalf of the City of Marina. The RACR documented the removal activities at the approximately 15-acre City Park (Assessor Parcel Number (APN) 031-221-008-000), and the lack of removal activities necessary at the Cypress Knoll area (portion of APN 031-221-008-000), both located at the former Fort Ord in Marina, California (see enclosure for parcel location map).

At City Park, between January to May 2023, approximately 2,255 tons (1,410 cubic yards) of soil impacted from lead-based paint (LBP) from around 48 former buildings was removed and disposed in an approved landfill, in accordance with the May 2006 Final Removal Action Workplan and August 2022 updated Sampling and Analysis Plan. The confirmation results collected after excavation were used to calculate a 95 percent Upper Confidence Limit (95% UCL) of 36.7 milligrams per kilogram (mg/kg), which is below the site cleanup goal of 80 mg/kg; therefore, the removal action was adequately implemented.

At the Cypress Knoll area, previous sample results were used to calculate a 95% UCL of 35 mg/kg, which is also below the site cleanup goal of 80 mg/kg; therefore, removal action was not necessary for this area.

DTSC concurs with the conclusions in the RACR that the City Park site has been adequately remediated to levels that safely allow for unrestricted land use. DTSC also concurs that the Cypress Knoll area does not require additional remediation based on previous sampling results. The RACR is hereby approved.

Brian McMinn
July 19, 2023
Page 2 of 2

DTSC also certifies that all appropriate response actions have been completed, that all acceptable engineering practices were implemented, and that no further removal action is necessary for the City Park and Cypress Knoll area. As with any remediation, if previously unidentified contamination is discovered on the properties, additional assessment, investigation, and/or remediation may be required.

Please note that should this property be considered for the proposed acquisition and/or construction of school properties using state funding, a separate environmental review process in compliance with California Education Code 17210 et seq., will need to be conducted and approved by DTSC. The State also reserves the right to address any appropriate environmental or human health issues should new information concerning the environmental condition of the property become available in the future.

Please notify DTSC if the City of Marina plans to conduct removal actions on any additional parcels.

If you have any questions, please contact Garrett Thornton at (916) 255-3748 or by email at Garrett.Thornton@dtsc.ca.gov.

Sincerely,

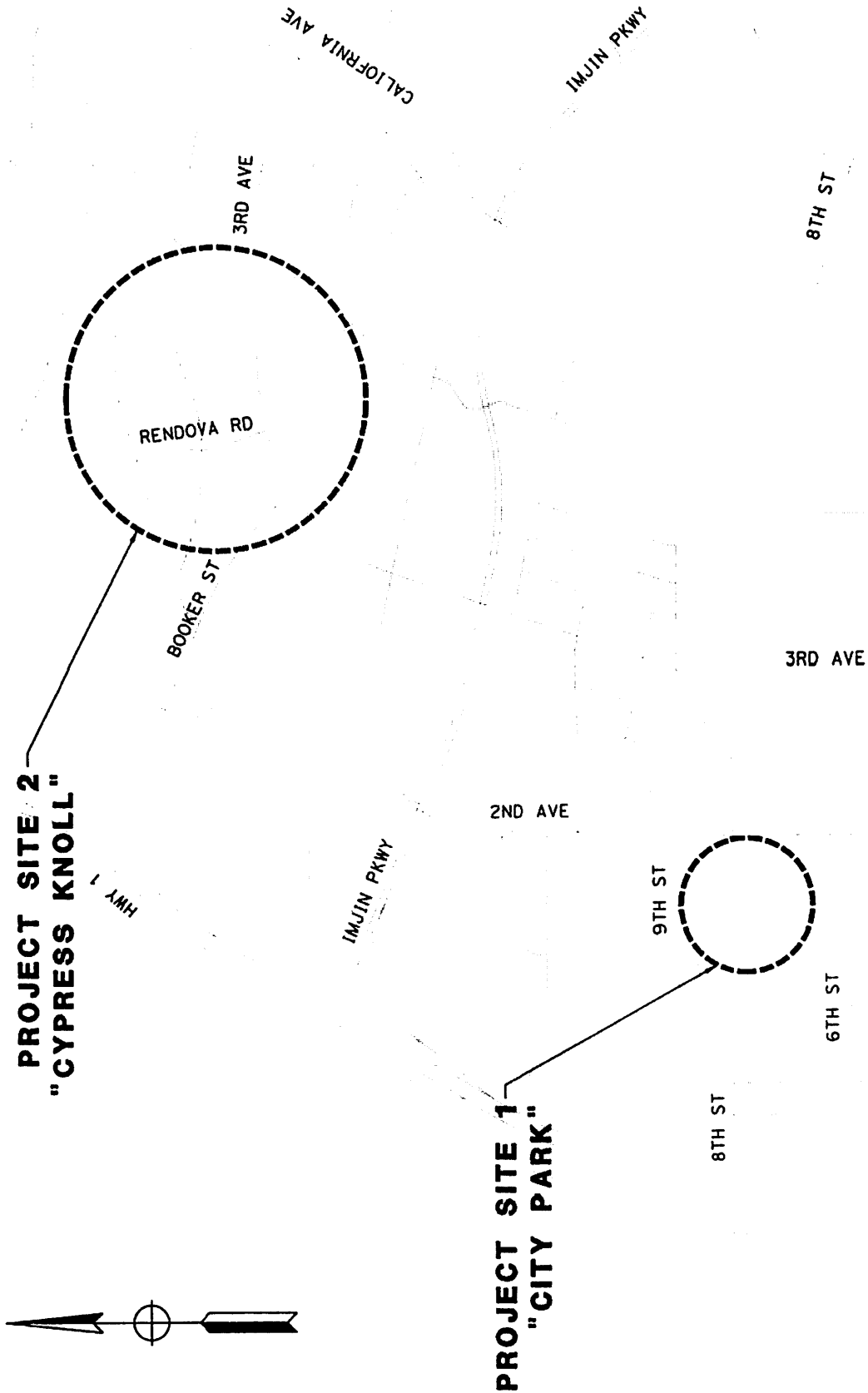


Hortensia Muniz, P.E.
Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control

Enclosure

cc: Elvie Camacho, Wallace Group
elviec@wallacegroup.us

Peter Krasnoff, P.E., West Environmental
peterk@westenvironmental.com



PROJECT LOCATIONS

Figure 1-2

City Park & Cypress Knoll Projects, California

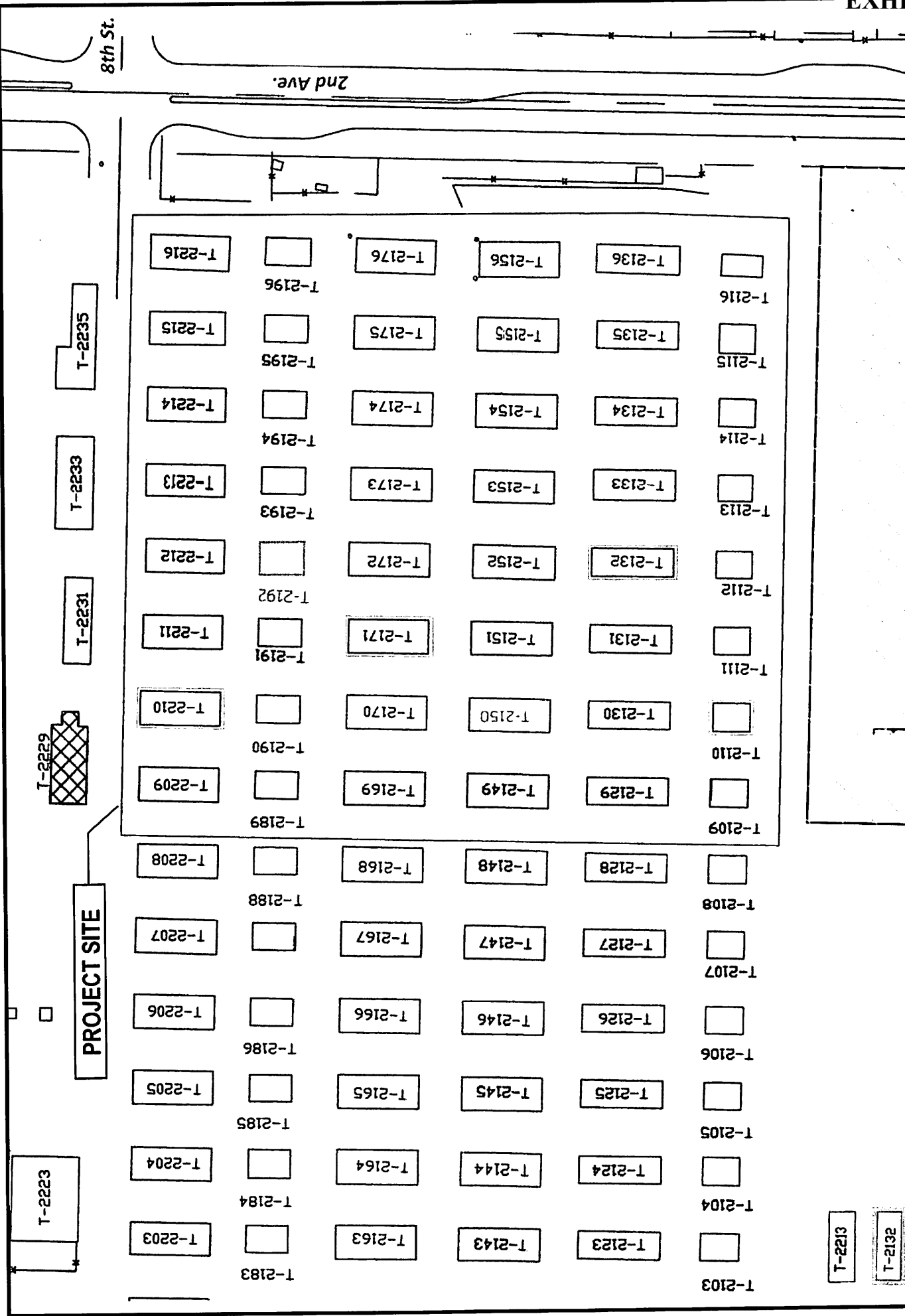
August 2022

SITE PLAN AND BUILDING LOCATIONS

City Park, Marina, California

Figure 3-1

August 2022





SAMPLED BUILDING LOCATIONS

Cypress Knoll, Marina, California

Figure 3-2

August 2022

ORDINANCE NO. 2023-14

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

November 7, 2023

Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MARINA AND THE EXECUTIVE DIRECTORS OF MARINA
AUTHORIZING AN ADJUSTMENT TO THE SALARY SCHEDULE FOR
FY2023 AND FY 2024.**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2023- authorizing the City Manager to execute the Memorandum of Understanding between the City of Marina and the Executive Directors of Marina; and,
2. Authorizing adjustments to the City's Salary Schedule and Compensation Plan; and,
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

In 2022 the City Council approved a Memorandum of Understanding (MOU) with the Marina Directors. The MOU included a CPI adjustment of 4% for the Marina Directors. MOUs have been substantially the same as the completed bargaining group MOUs negotiated in 2023. Recently, the City Council approved MOUs for the Marina Mid-Management Employees Association (MMEA) and the Utility Workers Union of America, Local 614 (UWUA) that provided for a 4% cost of living adjustment (COLA) for 2023 and a 4% COLA for 2024. Additionally, the MOUs for each group included an increase to the employer contribution for Health Benefits. The contribution increased from 70% to 75% of the lowest cost premium offered by the City.

ANALYSIS:

Staff is proposing a modification to the Marina Directors MOU that would include salary adjustments for fiscal year 2023 and 2024 with a cost-of-living increase of 4% for each year, and an increase to the employer contribution for health benefits, to be consistent with other bargaining unit MOUs. Attached as **"EXHIBIT A"** is the amended MOU between the City of Marina and the Marina Directors that will authorize an adjustment for 2023 and 2024.

The proposed 2023 cost of living increase for the Marina Directors MOU of 4% would be effective first full pay period after July 1, 2023 and a 4% increase for 2024 would be effective the first full pay period following July 1, 2024.

The proposed adjustments align with the City Council goals communicated to the negotiating team to recognizing commitment and dedication to the City. 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 and retention efforts.

Executive Compensation Changes

Government Code section 54953(c)(3) requires that, before taking final action, the City must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives. Below in Table 1 is a list of employees who constitute local agency executives in the Marina Directors group.

Table 1. Executive Compensation Salary Range

<u>Position</u>	<u>Proposed Monthly Broadband Range</u> <u>(with 4 % COLA)</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation & Cultural Services Director Public Works Director Human Resources and Risk Management Director	\$11,622 - \$19,843

Executive Compensation Changes

Government Code section 54953(c)(3) requires that the City provide an oral report in regard to the proposed executive salary and compensation adjustments. This report will be provided during the City Council meeting and will be consistent with Table 1 below.

Executive Compensation Summary

The Marina Directors group actual salaries as a result of the above compensation changes are summarized in Table 2 below.

Table 2. Executive Compensation Summary

<u>Position</u>	<u>Monthly Salary</u>
Assistant City Manager	\$17,984.84
Community Development Director	\$16,626.72
Finance Director	\$14,733.23
Fire Chief	\$17,972.58
Police Chief	vacant
Recreation & Cultural Services Director	\$14,733.23
Human Resources & Risk Management Director	\$14,733.23
Public Works Director	\$16,577.68

***Due to potential rounding errors actual published salary schedule may differ slightly**

FISCAL IMPACT

The fiscal impact of the increased cost to the City from the proposed cost of living increase from 4% is approximately \$52,000 annually.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

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

REVIEWED/CONUR:

Layne 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 SIDE LETTER AGREEMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE
MARINA DIRECTORS

WHEREAS, In 2022, the City Council approved a Memorandum of Understanding (MOU) with the Marina Directors; and,

WHEREAS, the City Council approved MOUs for the Marina Mid-Management Employees Association (MMEA) and the Utility Workers Union of America, Local 614 (UWUA) that provided for a 4% cost of living adjustment (COLA) for 2023 and a 4% COLA for 2024.

WHEREAS, the increase to the employer contribution for Health Benefits from 70% to 75% of the lowest cost premium offered by the City aligns with the policy goals communicated to the negotiating team by the City Council to recognizing commitment and dedication to the City

WHEREAS, all other terms of the Memorandum of Understanding remain unchanged; and,

WHEREAS, Government Code section 54953(c)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executives; and,

WHEREAS, on November 7, 2023, the City Council received an oral report on the changes to executive compensation and approved the changes.

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

1. Adopting Resolution No. 2023- authorizing the City Manager to execute the Memorandum of Understanding between the City of Marina and the Executive Directors of Marina; and,
2. Authorizing adjustments to the City's Salary Schedule and Compensation Plan; and,
3. Authorizing 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 6th day of December 2022, 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

Director Salary Broadband Effective 7/4/2023

Table 1. Director's Monthly Broadband Salary Range

<u>Position</u>	<u>Proposed Monthly Broadband Range (with 4 % COLA)</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation & Cultural Services Director Public Works Director Human Resources and Risk Management Director	\$11,622 - \$19,843

Table 2. 2022/23 Executive Compensation Summary

Salary Table*

<u>Position</u>	<u>Monthly Salary</u>
Assistant City Manager	\$17,984.84
Community Development Director	\$16,626.72
Finance Director	\$14,733.23
Fire Chief	\$17,972.58
Police Chief	vacant
Recreation & Cultural Services Director	\$14,733.23
Human Resources & Risk Management Director	\$14,733.23
Public Works Director	\$16,577.68

***Due to potential rounding errors actual published salary schedule may differ slightly**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

RECOMMENDATION: That the City Council

1. To receive an informational update on the Draft Downtown Specific Plan and to provide input to city staff.

BACKGROUND

On February 15, 2022, the City Council awarded a contract to Rincon Consultants, Inc. to modify the Downtown Specific Plan (DVSP) and to adopt an Affordable Housing Overlay (AHO) in order for the City to meet its near-term Regional Housing Needs Allocation (RHNA) for the Fourth and Fifth Cycles and bring its Housing Element into compliance. After adoption of the AHO Policy by the City Council in the first quarter of 2023, city staff are now moving with all deliberate speed to complete the Downtown Specific Plan.

DOWNTOWN SPECIFIC PLAN EDITS

Over the course of the past few months, City staff have been working with the consulting team to further refine the DVSP based on a few key topic areas including but not limited to internal consistency and implementation, creating more objective standards, and reengaging the community.

Focus on Internal Consistency and Implementation. The DVSP provides a significant amount of background information and process history in the body of the document. While it is important to establish the context for the planning effort, the DVSP should serve as a living document and support the City's objectives to enable streamlined reviews and ministerial approvals within the DVSP. Existing conditions and historic context were summarized into a new section with more current demographic data from the 2021 American Community Survey. Additionally, the edits to the document include:

- Summarizing public participation and community input, previous technical studies, and additional background information into a concise Setting and Existing Conditions chapter.
- Creating a new Public Facilities and Infrastructure chapter which addresses the planned distribution, location and extent of local services and public facilities, including potable water, wastewater, stormwater drainage, fire and police services, schools, libraries, and healthcare.
- Providing clarity regarding regulatory authority plan administration, non-conforming use provisions, the relationship between the DVSP and other related documents, and implementation programs to give City staff clear direction on implementation of the plan moving forward.
- Clarifying development standards for each zoning district (ie, height, setbacks, lot coverage) to give direction to applicants moving forward.
- Adapting existing standards to create objective design standards which clarify requirements for new developments in accordance with the regulations of the Housing Crisis Act.
- Clarified the review and approval process for proposed projects in the DVSP.

Objective Policies and Standards. Per SB 330 (Housing Crisis Act of 2019), jurisdictions are prohibited from taking certain zoning actions that would reduce the intensity of residential land

use and set prohibitions on design standards unless they are “objective design standards”. The previous version of the DVSP included subjective policies and standards. The subjective elements were removed to comply with recent changes to state law.

Community Engagement. Active community engagement has been paused since late 2018. The community has been particularly concerned about how nonconforming uses and buildings will be addressed within the DVSP. In the next thirty (30) days city staff will be reaching out to the Downtown Business Association and the Chamber of Commerce and other key stakeholders to reengage the community on this important plan. Additional community engagement will continue throughout 2024 with local stakeholders.

ENVIROMENTAL REVIEW

An Environmental Impact Report (EIR) will be prepared for the DSP with a forty-five (45) day review period. As required by the California Environmental Quality Act (CEQA) the City held a Notice of Preparation (NOP) scoping period with the Planning Commission on October 26, 2023. There were several purposes of the NOP scoping meeting with the Planning Commission including:

- Informing the community and agencies about the proposed project and the EIR
- Soliciting input regarding the EIR scope
- Gathering ideas for alternatives to the proposed project
- Informing the community about future opportunities for input

As you can see from the project schedule, the Fall 2023 check in meetings with the Planning Commission and City Council are key milestones to complete the project by July 2024 as most of the project calendar is focused on compliance with specific statutory public comment periods required by CEQA.

Key Milestones	Dates
Informational Updates with the Council and Commission	October/November 2023
Notice of Preparation Review Period-30 days Internal Review of Admin Draft EIR by city staff	October 20, 2023–November 20, 2023
Public Review of EIR (45-day review period) Community Workshop #2	December 2023-February 2024
Final EIR Prepared and Released	May 2024-June 2024
Planning Commission Hearing	June 2024
City Council Hearings (2)	July 2024

PLANNING COMMISSION INPUT

At the October 26, 2023 informational update with the Commission the entire plan was reviewed with two key policy inputs provided by the body:

Drive Throughs-the Commission encouraged the Council to continue the prohibition on additional drive through in the Core Downtown District.

Nonconforming Uses-The Planning Commission provided input to city staff to not impede the implementation of the plan but recommended the consideration of more incentive-based approaches to encourage property owners to invest in improving their properties and creating a vibrant downtown. There was support and encouragement for the DSP’s policy to study an incentive-based lot consolidation program. A potential idea was shared to develop a tiered or phased approach to the nonconforming provisions which would allow a nonconforming business to expand/alter their building by a certain % of the gross floor area within a period and then after that time would lower that threshold. Some initial thoughts on the percentages included an

allowance for up to 30% of the gross floor area to be expanded/alterd within five years after which the threshold would be lowered to 10%. This concept would allow the initial expansion of nonconforming buildings to not deter investment but require increased compliance toward implementation of the desired downtown building design and orientation over a longer period of time. There were differences of opinion expressed, including after this recommendation that this would extend the timeframe for compliance/conformance and ultimately prolong vitalization of the downtown. In addition, in consideration of a comment from the public, the Commission recommended a slight adjustment to the nonconforming standards applied to the orderly maintenance and repair of buildings to use “market value” as opposed to the “assessed value” for the 25 percent structural alteration allowance. In summary, the overall tone of the conversation was the Commission wanted the plan implemented but done in a way that was sensitive to local property owners.

For additional consideration, staff would like to provide the following additional information and clarifications:

- The tiered or phased approach recommended above is less restrictive than the City’s current nonconforming building standards.
- A 20% expansion/alteration threshold is a commonly used threshold for expansion of nonconforming buildings, if allowed.
- An alternative to the tiered/phased approach could allow a nonconforming building to be expanded/alterd up to a certain percentage of its floor area through a ministerial or discretionary permit process. Incentives could be developed that will allow a higher percentage of change if the expansion meets certain criteria/improvements like if the design meets the objective standards of the Downtown Specific Plan.

FISCAL IMPACT

The City Council approved a contract amendment with Rincon Consultants, Inc. to complete the Downtown Specific Plan and EIR in February 2022.

CONCLUSION

In conclusion, City staff are asking City Council to provide input on the Draft Downtown Specific Plan so the final plan and the EIR be released with project completion by July 2024.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

Attachments

A-Notice of Preparation: <https://www.cityofmarina.org/945/Environmental-Review>

B-Draft Downtown Specific Plan Link: <https://www.cityofmarina.org/201/Downtown-Vitalization>