



Amended Packet - Included Agenda Item 13j

AGENDA

Tuesday, December 19, 2023

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

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

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

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

PARTICIPATION

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

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

AGENDA MATERIALS

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

VISION STATEMENT

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

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

Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair
Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION:
4. CLOSED SESSION:
 - a. Performance Evaluation of Public Employee, Unrepresented Employee (CA Govt. Code Section 54957(b)(1) – City Manager

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. Marisa Hurtley, Code Enforcement Officer
 - b. Dan Paolini Proclamation
 - c. Joan Ford Proclamation
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.*
 - a. Successor Agency for the City of Marina adopting Resolution No. 2023-, approving the Successor Agency for the City of Marina Recognized Obligation Payment Schedule (ROPS) 24-25.
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 103658- 103736, totaling \$274,097.60.
Accounts Payable Successor Agency Check Number 118, totaling \$5,430.00.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) December 5, 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-, adopting Resolution No. 2023-, approving changes to the hydroseed mixtures for Hilltop Park at The Dunes. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
 - g. APPROVAL OF AGREEMENTS:
 - (1) Approving an amendment to the concessionaire agreement with Chaparral Country Corporation, Inc. to modify the insurance requirement to correspond to commercially feasible coverage. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
 - (2) Adopting Resolution No. 2023-, approving MOU Labor Agreement between the City of Marina and the Marina Police Officers' Association and a Compensation Plan for Unrepresented and Confidential Employees, including an amendment to city salary schedule for Fiscal Year 2023/24 *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
 - i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Adopting Resolution No. 2023-, receiving and filing the fiscal year 2022-2023 annual report on the collection and use of mitigation fees for new development impacts. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- (2) Receiving Investments Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-profit Corporation (PPSC-NPC) for the quarter ended September 30, 2023. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by Title Only and adopting Ordinance No. 2023-15, amending Title 10 of the Marina Municipal Code to regulate Mobile Food Vending and sidewalk vending. The proposed amendments are exempt from CEQA per section 15060(c)(2) and 15061(b)(3).

m. APPROVE APPOINTMENTS: None

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

- a. Open a public hearing and consider introducing Ordinance No. 2023-, amending the Marina Municipal Code, Section 2.04.010 regarding the City Council meeting time. *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*

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

13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting Resolution No. 2023-, approving Mayor's 2024 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards. *(This item is exempt from environmental review per §15378 of the CEQA guidelines.)* ***Continued to December 19, 2023***
- b. Adopting Resolution No. 2023-, approving regular City Council meeting schedule for 2024 Calendar Year. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).* ***Pulled by Council Member Biala, was agenda item 10f(1). Continued to December 19, 2023***

- (1) Council consider options for the format of public comment and provide directions to staff. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

- c. Adopting Resolution No. 2023-, approving a Professional Services Agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding parking lot and coastal access trail improvements at the Fort Ord Dunes State Park. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).* ***Pulled by Council Member Biala, was agenda item 10g(3). Continued to December 19, 2023***
- d. Adopting Resolution No. 2023-, approving a professional services agreement between the City of Marina and BEK Collective Inc. for preparing conceptual designs for the primary points of entry into the City and the Airport. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).* ***Pulled by Council Member McCarthy, was agenda item 10g(5). Continued to December 19, 2023***
- e. Adopting Resolution No. 2023-, approving the Marina Library Butterfly Garden project and access agreement with the Resource Conservation District of Monterey County. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- f. Adopting Resolution No. 2023-, and Resolution No. 2023- (NPC), approving Amendment No. 5 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area; **AND** adopting Resolution No. 2023-, and Resolution No. 2023- (PPSC-NPC), approving Amendment No. 5 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area approval by the City Attorney/Non-Profit Corporation Legal Counsel. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- g. Adopting Resolution No. 2023-, approving an agreement with Shute, Mihaly & Weinberger to provide City Attorney services for the City of Marina. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- h. Receive presentation from Team CivX regarding a proposed City General Facility Bond measure and receive direction from Council. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- i. Adopting Resolution No. 2023-, amendment to the Authorized Allocation plan adding two Division Fire Chief positions and three firefighter positions and authorizing staff to apply for a 2024 Fire SAFER grant. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- j. City Manager update on Consolidated Project List and other City projects. *CEQA: Not a Project per CEQA Guidelines Section 15378*

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council reports on meetings and conferences attended (Gov't Code Section 53232).

15. ADJOURNMENT:

CERTIFICATION

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

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

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

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

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

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

Winter Break----- Monday, December 25, 2023-Friday, December 29, 2023

2023 COMMISSION DATES

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

December 21, 2023



Proclamation

Dan Paolini

-oOo-

WHEREAS, Dan Paolini started in the construction industry after graduating from high school in 1975 and enrolling in carpentry trade school. He obtained his contractor's license in 1985 and began his own business specializing in finish carpentry; and

WHEREAS, Dan enrolled in building technology classes in 1992 with the goal of moving into building inspections. Since transitioning into the building inspections world, Dan has worked for El Dorado and Yolo counties, and the cities of Sacramento and Marina. Dan's career with the City of Marina began in July 2014 when he was hired as Sr. Building Inspector; and

WHEREAS, he was promoted to Chief Building Official (CBO) on September 21, 2015, when he began the management of the "small but mighty" Building Division consisting of a permit technician and one (1) to two (2) building inspectors; and

WHEREAS, Dan has also supervised the Code Enforcement division of the Community Development Department and worked hard to minimize conflicts between the execution of the Marina Municipal Code and our residents' needs for flexibility and compassion; and

WHEREAS, over the years, Dan has developed a good rapport with the local building and trades community as well as with Marina's residents who are frequently working on their own and need a helping hand in understanding the complicated regulations and processes involved in the construction business; and

WHEREAS, Dan has been a mentor and role model to his direct staff and to everyone in the Community Development Department and beyond; and

WHEREAS, once retired, Dan intends to ride his motorcycle(s), fix up his sportscar, travel with his wife Gina, and spend time with his kids and grandkids. Dan will have lots of projects to keep him busy and he won't be a stranger to the City of Marina.

NOW, THEREFORE, I, Mayor Bruce Delgado, on behalf of the entire City Council, want to express my appreciation and respect to Dan Paolini for his commitment and contribution to the City of Marina over the past nearly 10 years and wish him the very best in his future.

Dated this 19th day of December 2023



Bruce C. Delgado, Mayor



Proclamation

Recognizing the Retirement of Community Liaison Officer Joann Ford Marina Police Department

WHEREAS, Community Liaison Officer Joann Ford well and fatefully served the City of Marina for 36 years, and;

WHEREAS, Ms. Ford was hired by the Marina Department of Public Safety on April 15, 1988, as a Records Technician, was assigned as the department's Evidence Custodian on November 1, 1994, and became the department's first Community Liaison Officer on April 22, 2002, where she has continued to provide exceptional service since that time, and;

WHEREAS, Ms. Ford has consistently performed her duties in an exemplary manner, and has provided outstanding service to members of the Police Department, other City Departments, and to the public, and;

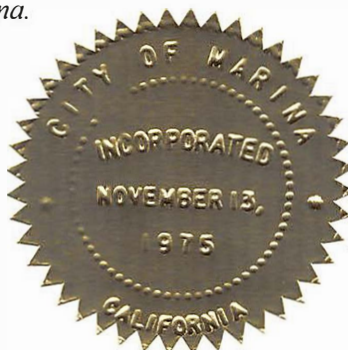
WHEREAS, Ms. Ford received the Police Department's Award of Excellence in 1997, and was recognized as the 2010 Professional Employee of the Year by the members of the Police Department, and;

WHEREAS, Ms. Ford has provided outstanding support to countless victims of domestic violence, provided consistent and thorough follow-up of missing person investigations, and played a major role in the registering and tracking of sex, arson, and gang registrants within the City of Marina.

NOW THEREFORE, this Council does hereby confer its highest commendation for the manner in which Community Liaison Officer Joann Ford has performed her duties as a member of the Police Department, with special thanks for her professionalism and dedication to duty over the course of her career with the City of Marina. We wish Ms. Ford all the best in her retirement and future endeavors,

IT IS HEREBY ORDERED that the City Clerk cause this Proclamation to be engrossed so that it can be presented to Community Services Specialist Joann Ford as an expression of the Council's appreciation for her dedicated service to the City of Marina.

Adopted this 19th Day of December 2023



Bruce C. Delgado, Mayor

Honorable Members of Successor Agency

Successor Agency Meeting
of December 19, 2023

**CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
APPROVING THE 2024-2025 RECOGNIZED OBLIGATION PAYMENT
SCHEDULE (ROPS) AND DIRECTING SUCCESSOR AGENCY STAFF
TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE
REQUIREMENTS ASSOCIATED WITH THIS APPROVAL**

REQUEST:

It is requested that the Successor Agency consider:

1. Adopting Resolution No. 2023- , approving the Successor Agency for the City of Marina Recognized Obligation Payment Schedule (ROPS) 24-25; and
2. Direct the Successor Agency staff to take all actions necessary to effectuate requirements associated with this approval.

BACKGROUND:

The California State legislature enacted Assembly Bill (AB) x1 26 (as amended by AB 1484 and further amended by Senate Bill (SB) 107, the “Dissolution Act”) to dissolve redevelopment agencies formed under Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

At the regular meeting of January 10, 2012, the City Council adopted Resolution No. 2012-01 accepting designation and declaring that the City of Marina would act as the Successor Agency to the former Marina Redevelopment Agency (Dissolved RDA) effective February 1, 2012, pursuant to Health and Safety Code Section 34173.

In June 2012, as part of the FY 2012-13 State Budget, the California Legislature passed AB 1484 and primarily modifies provisions enacted under AB x1 26 regarding the dissolution of redevelopment agencies, the winding down of these agencies’ functions, obligations and distribution of assets. Pursuant to AB 1484 the Successor Agency is now declared to be a separate legal entity from the City.

In September 2015, the California Legislature passed SB 107, which made significant changes to redevelopment dissolution laws. SB 107, Health and Safety Code Section 34171(h) and 34177(o)(1)(E), provide for an annual ROPS commencing on July 1, 2016, and the ROPS may be amended once prior to October 1, if the Oversight Board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period.

Health and Safety Code Section 34177(l)(2) requires the Successor Agency to prepare and submit Recognized Obligation Payment Schedules (ROPS) to the Oversight Board for approval and make associated notifications and distributions.

The Dissolution Act provides for the appointment of a consolidated oversight board (the “Consolidated Oversight Board”), as of July 1, 2018, with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181.

At the special meeting of January 27, 2023, the Consolidated Oversight Board adopted Resolution No. 2023-04, approving the annual ROPS 23-24 (“**EXHIBIT C**”). On April 7, 2023, the Marina Successor Agency received the Department of Finance (DOF) ROPS 23-24 Determination Letter (“**EXHIBIT D**”) approving ROPS 23-24 as submitted. The approved ROPS 23-24 Enforceable Obligation payments by funding source are as follows:

\$ 65,447	Enforceable Obligations funded by Other Funds
\$ 4,611,803	Enforceable Obligations funded by RPTTF
\$ 250,000	<u>Administrative Costs funded by RPTTF</u>
\$ 4,927,250	Total Enforceable Obligation Payments, FY 2023-24

PROPOSED ROPS 2024-25

ROPS 24-25 lists enforceable obligation payments for the period July 1, 2024 through June 30, 2025 period (“**EXHIBIT A**”). ROPS 24-25 was prepared in accordance with the DOF required form and instructions and in consultation with Agency Financial Advisor, Keyser Marston Associates and Legal Counsel, Goldfarb Lipman. Proposed ROPS 24-25 Enforceable Obligation payments by funding source are as follows:

\$ 59,015	Enforceable Obligations funded by Other Funds
\$ 5,737,360	Enforceable Obligations funded by RPTTF
\$ 250,000	<u>Administrative Costs funded by RPTTF</u>
\$ 6,046,375	Total Requested Enforceable Obligations Payments, FY 2024-25

The ROPS 24-25 Enforceable Obligations are comprised of the following:

Dunes Obligation (ROPS 7)

The Successor Agency’s most significant enforceable obligation relates to the Dunes development project, a mixed-use development located on the former Fort Ord. The Dunes Disposition and Development Agreement, as amended by the Second Implementation Agreement requires the Successor Agency to reimburse the Developer, Marina Community Partners (“MCP” or “Developer”), for eligible project expenditures. Payments are made to the extent of former tax increment revenues (now Redevelopment Property Tax Trust Fund or RPTTF revenues) generated by the Dunes development project itself as well as the nearby Sea Haven development project.

The Successor Agency is required to issue bonds upon the request of the Developer to fund its reimbursement obligations under the agreements. Debt service on the bonds is paid from the same project-generated RPTTF revenues. Bond debt service is deducted from semi-annual payments due to the Developer. The Successor Agency issued bonds secured by project-generated RPTTF at the request of the Developer in 2018, 2020 and again in 2023. The 2018, 2020, and 2023 Bonds are now separate but related obligations on the ROPS (Items 37, 42, and 43). As the Dunes and Sea Haven projects continue to build out, project-generated revenues have continued to increase, which results in higher payments. The Developer will likely continue to periodically request additional bond issuances as increases in assessed values from new development are sufficient to support it. The funding requested for ROPS Item 7 corresponds to Developer reimbursements payable from the project-generated RPTTF available after making the debt services payments on the three existing bond issues.

2018, 2020, and 2023 Bonds (ROPS 37, 42, and 43)

As described above, the Successor Agency issued bonds in 2018 and 2020 to fulfill reimbursement obligations under the Dunes agreements. ROPS 37 corresponds to payment of principal and interest on the 2018 bonds. ROPS 42 corresponds to payments on the 2020 bonds. The 2018 Bonds consist of two series of bonds with a combined original principal amount of \$13.5 million. The 2020 Bonds also include two series of bonds that have a combined original principal amount of \$9.7 million.

Issuance of the 2023 Bonds was approved by the Consolidated Oversight Board via Resolution No. 2022-11 (**EXHIBIT E**) and the California Department of Finance (DOF) (**EXHIBIT F**) and was completed on March 1, 2023. The 2023 Bonds have been added as a new Enforceable Obligation for ROPS 24-25 (Item 43). The original principal amount of the two series of bonds totals \$13.08 million.

Other Obligations

There are four other items on ROPS 24-25 with funding requests: 2001-02 Neeson Road Improvements Bonds (ROPS 1); Administrative Budget for the Successor Agency (ROPS 30); Trustee fees for the bonds (ROPS 39); and costs related to continuing disclosure requirements for the bonds (ROPS 40). All four items were approved on previous ROPS schedules. Administrative costs (ROPS 30) reflect the Successor Agency Administrative Budget included as **EXHIBIT B**.

Following approval by the Consolidated Oversight Board, ROPS 24-25 is required to be submitted to the State Controller, State Department of Finance (DOF), County Administrative Office (CAO) and County Auditor Controller (CAC) by February 1, 2024.

FISCAL IMPACT:

Should the Consolidated Oversight Board approve this request, the Successor Agency is limited to making payments for enforceable obligations listed on ROPS 24-25 for the period of July 1, 2024 through June 30, 2025.

CONCLUSION:

This request is submitted for Successor Agency approval. Staff recommends adoption of the resolution approving ROPS 24-25.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023- (S/A MRA)

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE PERIOD FROM JULY 1, 2024 TO JUNE 30, 2025 (ROPS 24-25) AND DIRECTING SUCCESSOR AGENCY STAFF TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE REQUIREMENTS ASSOCIATED WITH THIS APPROVAL

WHEREAS, the California state legislature enacted Assembly Bill x1 26 (as amended by 1484, the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, at the regular meeting of January 10, 2012, the City Council adopted Resolution No. 2012-01 accepting designation and declaring that the City of Marina would act as the Successor Agency to the former Marina Redevelopment Agency (Dissolved RDA) effective February 1, 2012, pursuant to Health and Safety Code Section 34173; and

WHEREAS, in June 2012, as part of the FY 2012-13 State Budget, the California Legislature passed AB 1484 and primarily modifies provisions enacted under ABx1 26 regarding the dissolution of redevelopment agencies, the winding down of these agencies’ functions, obligations and distribution of assets. Pursuant to AB 1484 the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, in September 2015, the California Legislature passed SB 107, which made significant changes to redevelopment dissolution laws. SB 107, Health and Safety Code Section 34171(h) and 34177(o)(1)(E), provide for an annual ROPS commencing on July 1, 2016, and the ROPS may be amended once prior to October 1, if the Oversight Board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period; and

WHEREAS, the Dissolution Act provides for the appointment of a consolidated oversight board (the “Consolidated Oversight Board”), as of July 1, 2018, with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(A) requires the Successor Agency to prepare draft Recognized Obligation Payment Schedules and make associated notifications and distributions; and

WHEREAS, Successor Agency staff in consultation with Agency Financial Advisor, Keyser Marston Associates and Legal Counsel, Goldfarb Lipman, prepared the Recognized Obligation Payment Schedule for the period July 1, 2024 through June 30, 2025 (the “ROPS 24-25”) (**EXHIBIT A**); and

WHEREAS, the ROPS 24-25 includes the Successor Agency's administrative cost allocation based on the Successor Agency's administrative budget (“**EXHIBIT B**”); and

WHEREAS, under the Dissolution Act, the Proposed ROPS 24-25 must be submitted by the Successor Agency for the City of Marina to the Consolidated Oversight Board for the Consolidated Oversight Board’s approval in accordance with the Dissolution Act; and

WHEREAS, Health and Safety Code Section 34177(l)(2) requires the Successor Agency to prepare and submit Recognized Obligation Payment Schedules (ROPS) to the Oversight Board for approval and make associated notifications and distributions; and

WHEREAS, following consideration and approval by the Consolidated Oversight Board at its January 18, 2024, meeting, ROPS 24-25 will be submitted to the State Controller, State Department of Finance (DOF), County Administrative Office (CAO) and County Auditor Controller (CAC) by February 1, 2024; and

WHEREAS, the Successor Agency is limited to making payments for enforceable obligations listed on the ROPS 24-25 for the period of July 1, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency to the Marina Redevelopment Agency hereby finds and determines that the foregoing recitals are true and correct, and does hereby:

1. Approve the Successor Agency for the City of Marina Recognized Obligation Payment Schedule (ROPS) 24-25 in accordance with the Dissolution Act, including the agreements and obligations described in the Approved ROPS 24-25, and the Successor Agency's administrative cost allowance; and
2. Direct Successor Agency staff to take all actions necessary to effectuate requirements associated with this approval, including transmitting the attached **Staff Report, Resolution and Exhibits A-F** to the County of Monterey to be considered by the Consolidated Oversight Board at its January 18, 2024, meeting.

PASSED AND ADOPTED by the Successor Agency to the Marina Redevelopment Agency Board at a regular meeting duly held on the 19th day of December 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

December 11, 2023

Item No. _____

Honorable Members
Consolidated Oversight Board

Consolidated Oversight Board
Successor Agency for the City of Marina
Meeting of January 18, 2024

**CONSOLIDATED OVERSIGHT BOARD CONSIDER ADOPTING
RESOLUTION NO. 2024- , APPROVING THE SUCCESSOR AGENCY
FOR THE CITY OF MARINA RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS) 24-25 AND DIRECT SUCCESSOR
AGENCY STAFF TO TAKE ALL ACTIONS NECESSARY TO
EFFECTUATE REQUIREMENTS ASSOCIATED WITH THIS
APPROVAL**

REQUEST:

It is requested that the Consolidated Oversight Board consider:

1. Adopting Resolution No. 2024- , approving the Successor Agency for the City of Marina Recognized Obligation Payment Schedule (ROPS) 24-25; and
2. Direct the Successor Agency staff to take all actions necessary to effectuate requirements associated with this approval.

BACKGROUND:

The California State legislature enacted Assembly Bill (AB) x1 26 (as amended by AB 1484 and further amended by Senate Bill (SB) 107, the “Dissolution Act”) to dissolve redevelopment agencies formed under Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

At the regular meeting of January 10, 2012, the City Council adopted Resolution No. 2012-01 accepting designation and declaring that the City of Marina would act as the Successor Agency to the former Marina Redevelopment Agency (Dissolved RDA) effective February 1, 2012 pursuant to Health and Safety Code Section 34173.

In June 2012, as part of the FY 2012-13 State Budget, the California Legislature passed AB 1484 and primarily modifies provisions enacted under AB x1 26 regarding the dissolution of redevelopment agencies, the winding down of these agencies’ functions, obligations and distribution of assets. Pursuant to AB 1484 the Successor Agency is now declared to be a separate legal entity from the City.

In September 2015, the California Legislature passed SB 107, which made significant changes to redevelopment dissolution laws. SB 107, Health and Safety Code Section 34171(h) and 34177(o)(1)(E), provide for an annual ROPS commencing on July 1, 2016 and the ROPS may be amended once prior to October 1, if the Oversight Board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period.

Health and Safety Code Section 34177(l)(2) requires the Successor Agency to prepare and submit Recognized Obligation Payment Schedules (ROPS) to the Oversight Board for approval and make associated notifications and distributions.

The Dissolution Act provides for the appointment of a consolidated oversight board (the “Consolidated Oversight Board”), as of July 1, 2018, with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181.

At the special meeting of January 27, 2023, the Consolidated Oversight Board adopted Resolution No. 2023-04, approving the annual ROPS 23-24 (“**EXHIBIT C**”). On April 7, 2023, the Marina Successor Agency received the Department of Finance (DOF) ROPS 23-24 Determination Letter (“**EXHIBIT D**”) approving ROPS 23-24 as submitted. The approved ROPS 23-24 Enforceable Obligation payments by funding source are as follows:

\$ 65,447	Enforceable Obligations funded by Other Funds
\$ 4,611,803	Enforceable Obligations funded by RPTTF
<u>\$ 250,000</u>	<u>Administrative Costs funded by RPTTF</u>
\$ 4,927,250	Total Enforceable Obligation Payments, FY 2023-24

PROPOSED ROPS 2024-25

ROPS 24-25 lists enforceable obligation payments for the period July 1, 2024 through June 30, 2025 period (“**EXHIBIT A**”). ROPS 24-25 was prepared in accordance with the DOF required form and instructions and in consultation with Agency Financial Advisor, Keyser Marston Associates and Legal Counsel, Goldfarb Lipman. Proposed ROPS 24-25 Enforceable Obligation payments by funding source are as follows:

\$ 59,015	Enforceable Obligations funded by Other Funds
\$ 5,737,360	Enforceable Obligations funded by RPTTF
<u>\$ 250,000</u>	<u>Administrative Costs funded by RPTTF</u>
\$ 6,046,375	Total Requested Enforceable Obligations Payments, FY 2024-25

The ROPS 24-25 Enforceable Obligations are comprised of the following:

Dunes Obligation (ROPS 7)

The Successor Agency’s most significant enforceable obligation relates to the Dunes development project, a mixed-use development located on the former Fort Ord. The Dunes Disposition and Development Agreement, as amended by the Second Implementation Agreement requires the Successor Agency to reimburse the Developer, Marina Community Partners (“MCP” or “Developer”), for eligible project expenditures. Payments are made to the extent of former tax increment revenues (now Redevelopment Property Tax Trust Fund or RPTTF revenues) generated by the Dunes development project itself as well as the nearby Sea Haven development project.

The Successor Agency is required to issue bonds upon the request of the Developer to fund its reimbursement obligations under the agreements. Debt service on the bonds is paid from the same project-generated RPTTF revenues. Bond debt service is deducted from semi-annual payments due to the Developer. The Successor Agency issued bonds secured by project-generated RPTTF at the request of the Developer in 2018, 2020 and again in 2023. The 2018, 2020, and 2023 Bonds are now separate but related obligations on the ROPS (Items 37, 42, and 43). As the Dunes and Sea Haven projects continue to build out, project-generated revenues have continued to increase, which results in higher payments. The Developer will likely continue to periodically request additional bond issuances as increases in assessed values from new development are sufficient to support it. The funding requested for ROPS Item 7 corresponds to Developer reimbursements payable from the project-generated RPTTF available after making the debt services payments on the three existing bond issues.

2018, 2020, and 2023 Bonds (ROPS 37, 42, and 43)

As described above, the Successor Agency issued bonds in 2018 and 2020 to fulfil reimbursement obligations under the Dunes agreements. ROPS 37 corresponds to payment of principal and interest on the 2018 bonds. ROPS 42 corresponds to payments on the 2020 bonds. The 2018 Bonds consist of two series of bonds with a combined original principal amount of \$13.5 million. The 2020 Bonds also include two series of bonds that have a combined original principal amount of \$9.7 million.

Issuance of the 2023 Bonds was approved by the Consolidated Oversight Board via Resolution No. 2022-11 (**EXHIBIT E**) and the California Department of Finance (DOF) (**EXHIBIT F**) and was completed on March 1, 2023. The 2023 Bonds have been added as a new Enforceable Obligation for ROPS 24-25 (Item 43). The original principal amount of the two series of bonds totals \$13.08 million.

Other Obligations

There are four other items on ROPS 24-25 with funding requests: 2001-02 Neeson Road Improvements Bonds (ROPS 1); Administrative Budget for the Successor Agency (ROPS 30); Trustee fees for the bonds (ROPS 39); and costs related to continuing disclosure requirements for the bonds (ROPS 40). All four items were approved on previous ROPS schedules. Administrative costs (ROPS 30) reflect the Successor Agency Administrative Budget included as **EXHIBIT B**.

Following approval by the Consolidated Oversight Board, ROPS 24-25 is required to be submitted to the State Controller, State Department of Finance (DOF), County Administrative Office (CAO) and County Auditor Controller (CAC) by February 1, 2024.

FISCAL IMPACT:

Should the Consolidated Oversight Board approve this request, the Successor Agency is limited to making payments for enforceable obligations listed on ROPS 24-25 for the period of July 1, 2024 through June 30, 2025.

CONCLUSION:

This request is submitted for Consolidated Oversight Board consideration and possible action. Staff recommends adoption of the resolution approving ROPS 24-25.

Respectfully submitted,

Laura Pruneda
Successor Agency Manager & Finance Director
City of Marina

**Before the Consolidated Oversight Board
Successor Agency for the
City of Marina, State of California**

Resolution No. 2024-__

Approve the Successor Agency for the City of Marina Recognized)
Obligation Payment Schedule (ROPS) for the Period from July 1, 2024 to)
June 30, 2025 (ROPS 24-25), make related findings, and direct the)
Successor Agency Staff to take all actions necessary to effectuate)
requirements associated with this approval.

WHEREAS, the California state legislature enacted Assembly Bill x1 26 (as amended by AB 1484, the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, at the regular meeting of January 10, 2012, the City Council adopted Resolution No. 2012-01 accepting designation and declaring that the City of Marina would act as the Successor Agency to the former Marina Redevelopment Agency (Dissolved RDA) effective February 1, 2012 pursuant to Health and Safety Code Section 34173; and

WHEREAS, in June 2012, as part of the FY 2012-13 State Budget, the California Legislature passed AB 1484 and primarily modifies provisions enacted under ABx1 26 regarding the dissolution of redevelopment agencies, the winding down of these agencies’ functions, obligations and distribution of assets. Pursuant to AB 1484 the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, in September 2015, the California Legislature passed SB 107, which made significant changes to redevelopment dissolution laws. SB 107, Health and Safety Code Section 34171(h) and 34177(o)(1)(E), provide for an annual ROPS commencing on July 1, 2016 and the ROPS may be amended once prior to October 1, if the Oversight Board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period; and

WHEREAS, the Dissolution Act provides for the appointment of a consolidated oversight board (the “Consolidated Oversight Board”), as of July 1, 2018, with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(A) requires the Successor Agency to prepare draft Recognized Obligation Payment Schedules and make associated notifications and distributions; and

WHEREAS, Successor Agency staff in consultation with Agency Financial Advisor, Keyser Marston Associates and Legal Counsel, Goldfarb Lipman, prepared the Recognized Obligation Payment Schedule for the period July 1, 2024 through June 30, 2025 (the “ROPS 24-25”) (**EXHIBIT A**); and

WHEREAS, the ROPS 24-25 includes the Successor Agency's administrative cost allocation based on the Successor Agency's administrative budget provided to the Oversight Board

as part of the staff report supporting this resolution (“**EXHIBIT B**”); and

WHEREAS, under the Dissolution Act, the Proposed ROPS 24-25 must be submitted by the Successor Agency for the City of Marina to the Consolidated Oversight Board for the Consolidated Oversight Board’s approval in accordance with the Dissolution Act; and

WHEREAS, the Consolidated Oversight Board has reviewed the Successor Agency for the City of Marina Proposed ROPS 24-25 and has considered the staff presentation and any comments from the public related thereto.

WHEREAS, Health and Safety Code Section 34177(l)(2) requires the Successor Agency to prepare and submit Recognized Obligation Payment Schedules (ROPS) to the Oversight Board for approval and make associated notifications and distributions; and

WHEREAS, the approved ROPS 24-25 will be submitted to the State Controller, State Department of Finance (DOF), County Administrative Office (CAO) and County Auditor Controller (CAC) by February 1, 2024; and

WHEREAS, the Successor Agency is limited to making payments for enforceable obligations listed on the ROPS 24-25 for the period of July 1, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Consolidated Oversight Board hereby finds and determines that the foregoing recitals are true and correct, and together with information provided by the Successor Agency for the County of Monterey staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.

BE IT FURTHER RESOLVED that in accordance with the Dissolution Act, the Consolidated Oversight Board hereby approves the Proposed ROPS in the form on file with the secretary of the Consolidated Oversight Board (the “Approved ROPS 24-25”), including the agreements and obligations described in the Approved ROPS 24-25 , including, the Successor Agency's administrative cost allowance, and hereby determines that such agreements and obligations constitute “enforceable obligations” and “recognized obligations” for all purposes of the Dissolution Act. In connection with such approval, the Consolidated Oversight Board makes the specific findings set forth below.

1. The Consolidated Oversight Board has examined the items on the Approved ROPS 24-25 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency for the City of Marina until disposition in accordance with the Dissolution Act, the continued administration of the ongoing agreements herein approved by the Consolidated Oversight Board, or the expeditious wind-down of the affairs of the Dissolved RDA by the Successor Agency for the City of Marina.
2. The Successor Agency for the City of Marina is authorized and directed to enter into any agreements and amendments to agreements necessary to memorialize and implement the agreements and obligations in the Approved ROPS 24-25 and herein approved by the Consolidated Oversight Board.
3. The Consolidated Oversight Board hereby authorizes and directs the Successor Agency for the City of Marina staff to take all actions necessary under the Dissolution Act to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with the approval of the Approved ROPS 24-25 and to take any other actions necessary to

ensure the validity of the Approved ROPS 24-25 and the validity of any enforceable obligation listed thereon, including participation in any Meet and Confer process .

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h).

PASSED AND ADOPTED this 18th day of January 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

, Chair

ATTEST:

Patricia Ruiz, Board Clerk

EXHIBIT A**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary**
Filed for the July 1, 2024 through June 30, 2025 Period**Successor Agency:** Marina**County:** Monterey

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 59,015	\$ -	\$ 59,015
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	59,015	-	59,015
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,516,235	\$ 3,471,125	\$ 5,987,360
F RPTTF	2,266,235	3,471,125	5,737,360
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	\$ 2,575,250	\$ 3,471,125	\$ 6,046,375

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title/s/ _____
Signature Date

Marina
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	N	O	P	Q	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)			24-25A Total	ROPS 24-25B (Jan - Jun)			24-25B Total
											Fund Sources				Fund Sources			
											Other Funds	RPTTF	Admin RPTTF		Other Funds	RPTTF	Admin RPTTF	
								\$193,968,965		\$6,046,375	\$59,015	\$2,266,235	\$250,000	\$2,575,250	\$-	\$3,471,125	\$-	\$3,471,125
1	2001-02 Neeson Road Tax Allocation Bond	Bonds Issued On or Before 12/31/10	07/01/2000	06/30/2031	USDA Rural Development	Bonds issued to fund non-housing projects	PA2	312,250	N	\$42,350	-	42,350	-	\$42,350	-	-	-	\$-
2	Cypress Knolls Project RFQ/ RFP Process Costs	City/County Loan (Prior 06/28/11), Other	04/22/2008	06/30/2048	City of Marina	Loan to fund non-housing project	PA3	1,050,000	N	\$-	-	-	-	\$-	-	-	-	\$-
7	Dunes DDA including 2nd Implementation Agreement	OPA/DDA/ Construction	05/31/2005	06/30/2048	Marina Community Partners /U.S. Bank Trust Company, N.A., Trustee	DDA for mixed use military base reuse project. Funds approved for this item may also be used for debt service on bonds issued pursuant to the agreement.	PA3	141,623,715	N	\$3,180,000	59,015	1,040,985	-	\$1,100,000	-	2,080,000	-	\$2,080,000
30	Administrative Budget	Admin Costs	07/01/2024	06/30/2025	Various	Administrative Budget	All	250,000	N	\$250,000	-	-	250,000	\$250,000	-	-	-	\$-
36	RPTTF shortfall for prior fiscal year	RPTTF Shortfall	07/01/2023	06/30/2024	Various	Item addresses prior RPTTF shortfall to fully fund all obligations on the ROPS	All	-	N	\$-	-	-	-	\$-	-	-	-	\$-
37	2018 Bonds	Bonds Issued After 12/31/10	03/19/2018	09/01/2038	U.S. Bank Trust Company, N.A., Trustee	Bonds issued pursuant to Dunes Agreement	PA3	15,252,000	N	\$1,060,000	-	477,875	-	\$477,875	-	582,125	-	\$582,125
38	Bond issuance costs that are not contingent on closing	Professional Services	07/01/2023	06/30/2024	Various	Non-contingent costs of potential bond issuance such as fiscal consultant and rating agency fees to be paid from bond proceeds if the issuance proceeds to closing.	PA3	-	N	\$-	-	-	-	\$-	-	-	-	\$-
39	Bond Trustee Fees	Fees	03/19/2018	09/01/2040	U.S. Bank Trust Company, N.A., Trustee	UBOC Trustee fees	PA3	192,000	N	\$12,000	-	6,000	-	\$6,000	-	6,000	-	\$6,000
40	Bond Disclosures	Fees	03/19/2018	09/01/2040	Various	Bond continuing disclosure costs	PA3	128,000	N	\$8,000	-	3,000	-	\$3,000	-	5,000	-	\$5,000
42	2020 Bonds, Series A and B	Bonds Issued After	09/01/2020	09/01/2040	U.S. Bank Trust	Bonds issued pursuant to Dunes Agreement	PA3	13,294,000	N	\$611,900	-	280,900	-	\$280,900	-	331,000	-	\$331,000

A	B	C	D	E	F	G	H	I	J	K	N	O	P	Q	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)			24-25A Total	ROPS 24-25B (Jan - Jun)			24-25B Total
											Fund Sources				Fund Sources			
											Other Funds	RPTTF	Admin RPTTF		Other Funds	RPTTF	Admin RPTTF	
		12/31/10			Company, N.A., Trustee													
43	2023 Bonds, Series A and B	Bonds Issued After 12/31/10	03/01/2023	09/01/2043	U. S. Bank Trust Company, N. A./ Trustee	Bonds issued pursuant to Dunes Agreement	PA3	21,867,000	N	\$882,125	-	415,125	-	\$415,125	-	467,000	-	\$467,000

Marina
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	35,000	2,027,273		323,870	3,355,459	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	(3,000)	(11,846)		59,015	4,153,580	Negative amount in column C and D reflects reduction in debt service reserve funds, contributing to the other funds identified.
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)				115,141	3,331,164	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	32,000	2,015,427		267,744	2,976,555	Column C and D represent restricted bond reserve funds not available for expenditure. Column F includes \$143,282 in other funds applied to fund ROPS 22-23, \$65,447 applied to fund ROPS 23-24, and \$59,015 identified to fund ROPS 24-25. Column G includes \$1,594,495 in 20-21 PPA funds applied to fund ROPS 23-24 and \$1,382,060 in 19-20 PPA funds applied to ROPS 22-23. Therefore all funds must be retained to fund enforceable obligations.

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			1,201,320	offset to RPTTF allocation for FY 24-25
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

Marina
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
1	
2	
7	
30	
36	
37	
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42	
43	

FY 2024-25

Marina Successor Agency Administrative Budget

Description	Fiscal Year Budget	Notes
Financial Services	25,000	
City Attorney	3,000	
Redevelopment/SA Legal	15,000	
Website Hosting	1,000	
Accounting Services - City	10,000	1
Annual Audit	1,000	2
Operating Costs	15,000	5
Employee Costs	150,000	3
Marina Heights Project	30,000	4
Annual Administrative Allowance	250,000	

* All Costs are funded from Redevelopment Property Tax Trust Fund (RPTTF)

- (1) Accounting Services - City: Estimated cost/time for budget, accounts payable and receivable, other annual accounting and annual audit preparation performed by City's Finance Department including Accounting Techs, and Accounting Manager/Consultant.
- (2) Annual Audit: Successor Agency estimated share of City's Annual Audit cost.
- (3) Employee costs: Estimated cost/time for Successor Agency Manager (Finance Director) and Agency Clerk in support of administering the Dissolution Law/Successor Agency.
- (4) Marina Heights Project: Department of Finance has classified the cost of administering the Development Agreement and Option Agreement as an Administrative Cost.

**Before the Consolidated Oversight Board
Successor Agency for the
City of Marina, State California**

RESOLUTION NO. 2023-04

Approve the Successor Agency for the City of Marina Recognized Obligation Payment Schedule (ROPS) for the Period from July 1, 2023 to June 30, 2024 (ROPS 23-24), make related findings, and direct the Successor Agency Staff to take all actions necessary to effectuate requirements associated with this approval.)

WHEREAS, the California State legislature enacted Assembly Bill (AB) x1 26 (as amended by AB 1484 and further amended by Senate Bill (SB) 107, the “Dissolution Act”) to dissolve redevelopment agencies formed under Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, at the regular meeting of January 10, 2012, the City Council adopted Resolution No. 2012-01 accepting designation and declaring that the City of Marina would act as the Successor Agency to the former Marina Redevelopment Agency (Dissolved RDA) effective February 1, 2012 pursuant to Health and Safety Code Section 34173; and

WHEREAS, in June 2012, as part of the FY 2012-13 State Budget, the California Legislature passed AB 1484 and primarily modifies provisions enacted under ABx1 26 regarding the dissolution of redevelopment agencies, the winding down of these agencies’ functions, obligations and distribution of assets. Pursuant to AB 1484 the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, in September 2015, the California Legislature passed SB 107, which made significant changes to redevelopment dissolution laws. SB 107, Health and Safety Code Section 34171(h) and 34177(o)(1)(E), provide for an annual ROPS commencing on July 1, 2016 and the ROPS may be amended once prior to October 1, if the Oversight Board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period; and

WHEREAS, the Dissolution Act provides for the appointment of a consolidated oversight board (the “Consolidated Oversight Board”), as of July 1, 2018, with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34177(l)(2) requires the Successor Agency to prepare and submit Recognized Obligation Payment Schedules (ROPS) to the Oversight Board for approval and make associated notifications and distributions; and

WHEREAS, at the special meeting of January 14, 2022, the Consolidated Oversight Board for the City of Marina adopted Resolution No. 2022-07, approving the annual Recognized Obligation Payment Schedule (ROPS) 22-23 (“EXHIBIT A”); and

WHEREAS, On March 17, 2022, the Marina Successor Agency received the State Department of Finance (DOF) 2022-23 ROPS Determination Letter (“EXHIBIT D”); and

WHEREAS, prepared in accordance with the DOF required form, instructions and RAD process and in consultation with Agency Financial Advisor, Keyser Marston Associates and Legal Counsel, Goldfarb Lipman, the Recognized Obligation Payment Schedule (ROPS) 23-24 lists estimated enforceable obligation payments for the period July 1, 2023 through June 30, 2024 (“**EXHIBIT E**”); and

WHEREAS, the ROPS includes the Successor Agency's administrative cost allocation based on the Successor Agency's administrative budget provided to the Oversight Board as part of the staff report supporting this resolution (“**EXHIBIT F**”); and

WHEREAS, the approved ROPS 23-24 will be submitted to the State Controller, State Department of Finance (DOF), County Administrative Office (CAO) and County Auditor Controller (CAC) by February 1, 2023; and

WHEREAS, the Successor Agency is limited to making payments for enforceable obligations listed on the ROPS 23-24 for the period of July 1, 2023 through June 30, 2024.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Consolidated Oversight Board does hereby approve the Successor Agency for the City of Marina Recognized Obligation Payment Schedule (ROPS) 23-24, including, the Successor Agency's administrative cost allowance, and direct the Successor Agency staff to take all actions necessary to effectuate requirements associated with this approval.

BE IT FURTHER RESOLVED that in accordance with the Dissolution Act, the Consolidated Oversight Board hereby approves the Proposed ROPS in the form on file with the secretary of the Consolidated Oversight Board (the “Approved ROPS 23-24”), including the agreements and obligations described in the Approved ROPS 23-24, and hereby determines that such agreements and obligations constitute “enforceable obligations” and “recognized obligations” for all purposes of the Dissolution Act. In connection with such approval, the Consolidated Oversight Board makes the specific findings set forth below.

1. The Consolidated Oversight Board has examined the items on the Approved ROPS 23-24 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency for the City of Marina until disposition in accordance with the Dissolution Act, the continued administration of the ongoing agreements herein approved by the Consolidated Oversight Board, or the expeditious wind-down of the affairs of the Dissolved RDA by the Successor Agency for the City of Marina.
2. The Successor Agency for the City of Marina is authorized and directed to enter into any agreements and amendments to agreements necessary to memorialize and implement the agreements and obligations in the Approved ROPS 23-24 and herein approved by the Consolidated Oversight Board.
3. The Consolidated Oversight Board hereby authorizes and directs the Successor Agency for the City of Marina staff to take all actions necessary under the Dissolution Act to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with the approval of the Approved ROPS 23-24 and to take any other actions necessary to ensure the validity of the Approved ROPS 23-24 and the validity of any enforceable obligation listed thereon, including participation in any Meet and Confer process .

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h).

PASSED AND ADOPTED this 27th day of January 2023, by the following vote, to wit: AYES:

G. Stanley, B. Delgado, P. Poitras, J. Cordeiro-Martinez, & G. Mendoza

NOES:

ABSENT: H. Gamotan

G. Stanley, Chair

ATTEST:

PR
Patricia Ruiz, Board Clerk

EXHIBIT E

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Marina

County: Monterey

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 65,447	\$ -	\$ 65,447
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	65,447	-	65,447
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,051,028	\$ 2,810,775	\$ 4,861,803
F RPTTF	1,801,028	2,810,775	4,611,803
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	\$ 2,116,475	\$ 2,810,775	\$ 4,927,250

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Colleen Stanley, Chair
 Name Title

/s/ Colleen Stanley 1/27/23
 Signature Date

Marina
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	N	O	P	Q	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)			23-24A Total	ROPS 23-24B (Jan - Jun)	23-24B Total
											Fund Sources				Fund Sources	
											Other Funds	RPTTF	Admin RPTTF		RPTTF	
								\$176,778,740		\$4,927,250	\$65,447	\$1,801,028	\$250,000	\$2,116,475	\$2,810,775	\$2,810,775
1	2001-02 Neeson Road Tax Allocation Bond	Bonds Issued On or Before 12/31/10	07/01/2000	06/30/2031	USDA Rural Development	Bonds issued to fund non-housing projects	PA2	356,025	N	\$43,775	-	43,775	-	\$43,775	-	\$-
2	Cypress Knolls Project RFQ/ RFP Process Costs	City/County Loan (Prior 06/28/11), Other	04/22/2008	06/30/2048	City of Marina	Loan to fund non-housing project	PA3	1,050,000	N	\$-	-	-	-	\$-	-	\$-
7	Dunes DDA including 2nd Implementation Agreement	OPA/DDA/ Construction	05/31/2005	06/30/2048	Marina Community Partners / MUFG Union Bank, N.A., Trustee	DDA for mixed use military base reuse project. Funds approved for this item may also be used for debt service on bonds issued pursuant to the agreement.	PA3	144,563,715	N	\$2,940,000	65,447	984,553	-	\$1,050,000	1,890,000	\$1,890,000
30	Administrative Budget	Admin Costs	07/01/2023	06/30/2024	Various	Administrative Budget	All	250,000	N	\$250,000	-	-	250,000	\$250,000	-	\$-
36	RPTTF shortfall for prior fiscal year	RPTTF Shortfall	07/01/2022	06/30/2023	Various	Item addresses prior RPTTF shortfall to fully fund all obligations on the ROPS	All	-	N	\$-	-	-	-	\$-	-	\$-
37	2018 Bonds	Bonds Issued After 12/31/10	03/19/2018	09/01/2038	MUFG Union Bank, N.A., Trustee	Bonds issued pursuant to Dunes Agreement	PA3	16,311,000	N	\$1,059,875	-	480,000	-	\$480,000	579,875	\$579,875
38	Bond issuance costs that are not contingent on closing	Professional Services	07/01/2022	06/30/2023	Various	Non-contingent costs of potential bond issuance such as fiscal consultant and rating agency fees to be paid from bond proceeds if the issuance proceeds to closing.	PA3	-	N	\$-	-	-	-	\$-	-	\$-
39	Bond Trustee Fees	Fees	03/19/2018	09/01/2040	MUFG Union Bank, N.A.,	UBOC Trustee fees	PA3	204,000	N	\$12,000	-	6,000	-	\$6,000	6,000	\$6,000
40	Bond Disclosures	Fees	03/19/2018	09/01/2040	Various	Bond continuing disclosure costs	PA3	136,000	N	\$8,000	-	3,000	-	\$3,000	5,000	\$5,000
42	2020 Bonds, Series A and B	Bonds Issued After 12/31/10	09/01/2020	09/01/2040	MUFG Union Bank, N.A., Trustee	Bonds issued pursuant to Dunes Agreement	PA3	13,908,000	N	\$613,600	-	283,700	-	\$283,700	329,900	\$329,900

Marina
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.	37,500	1,060,250		489,753	2,750,630	
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller	(2,500)	10,146,879		(131,053)	3,168,817	Amount in column D represents proceeds of 2020 bond issue used to fund Dunes obligation and debt service reserve fund. Negative revenue amount in column F is due to the sum of: (+) \$65,447 in other revenue and (-) \$196,500 to reverse an erroneous transfer in to the successor agency from another City fund during FY 18-19 which was transferred back out during FY 2020-21. Negative amount in column C reflects reduction in reserve fund requirement, contributing to the other funds identified.
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)		9,179,856		34,830	2,563,988	
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts	35,000	2,027,273		323,870	1,760,964	Column C and D represent restricted bond reserve funds not available for expenditure.

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
	distributed as reserve for future period(s)						Column F includes \$115,141 in other funds applied to fund ROPS 21-22, \$143,282 applied to fund ROPS 22-23, and \$65,447 identified to fund ROPS 23-24. Column G includes \$378,904 in 18-19 PPA funds applied to fund ROPS 21-22 and \$1,382,060 in 19-20 PPA funds applied to ROPS 22-23. Therefore all funds must be retained to fund enforceable obligations.
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required			1,594,495	offset to RPTTF allocation for FY 23-24
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

Marina
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
1	
2	
7	
30	
36	
37	
38	
39	
40	
42	



Transmitted via e-mail

April 7, 2023

Juan J. Lopez, Finance Director
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Marina Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 30, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance approves all of the items listed on the ROPS 23-24 at this time. However, Finance notes the following:

- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the July 1, 2020 through June 30, 2021 (ROPS 20-21) period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 Redevelopment Property Tax Trust Fund (RPTTF) distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$3,267,309, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

This is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Todd Vermillion, Supervisor, or Brian Johnson, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Layne Long, City Manager, City of Marina
Patty Ruiz, Auditor-Controller Analyst I, Monterey County
Jennifer Forsyth, Countywide Oversight Board Representative

Attachment

Approved RPTTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 1,801,028	\$ 2,810,775	\$ 4,611,803
Administrative RPTTF Requested	250,000	0	250,000
Total RPTTF Requested	2,051,028	2,810,775	4,861,803
RPTTF Authorized	1,801,028	2,810,775	4,611,803
Administrative RPTTF Authorized	250,000	0	250,000
ROPS 20-21 Prior Period Adjustment (PPA)	(1,594,494)	0	(1,594,494)
Total RPTTF Approved for Distribution	\$ 456,534	\$ 2,810,775	\$ 3,267,309

**Before the Consolidated Oversight Board
for the County of Monterey, State of California**

Resolution No. 2022- 11

Approve the Issuance of Bonds of the Successor Agency to the Marina)
Redevelopment Agency, Making Certain Determinations With Respect to)
the Bonds and Providing Other Matters Relating Thereto.)

WHEREAS, pursuant to section 34172(a) of the California Health and Safety Code (unless otherwise noted, all section references hereinafter being to such Code), the Marina Redevelopment Agency (the “Former Agency”) has been dissolved and no longer exists, and pursuant to Section 34173, the Successor Agency to the Marina Redevelopment Agency (the “Successor Agency”) has become the successor entity to the Former Agency; and

WHEREAS, pursuant to section 34179(j), this Consolidated Oversight Board has been established; and

WHEREAS, this Consolidated Oversight Board is informed by the Successor Agency that prior to the dissolution of the Former Agency, the Former Agency entered into a Disposition and Development Agreement, dated as of May 31, 2005 (the “DDA”), between the Former Agency and Marina Community Partners, LLC (the “Developer”), and in furtherance of certain provisions of the DDA, the Former Agency and the Developer entered into an Implementation Agreement dated as of September 9, 2006, a Second Implementation Agreement dated as of August 5, 2008 and a Tax Increment Financing Plan and Agreement, dated as of August 5, 2008 (the “Financing Plan,” and together with the DDA, the “Former Agency Obligation”); and

WHEREAS, by application of the Excused Delay (Force Majeure) provisions in the DDA as part of the Former Agency Obligation, among other time extensions, the time of the Payment Obligation Period in Part I, Section 3 of the Financing Plan (as set forth in Section 6.14 of the DDA), has been extended to October, 2037 pursuant to and as provided in the DDA and the Financing Plan; and the Payment Obligation Period in Part II, Section 3 of the Financing Plan (as set forth in Section 8.4 (a) of the DDA) has been extended to October, 2027 pursuant to and as provided in the DDA and Financing Plan; which extensions (with other time extensions) are set forth in the Conforming Clarifications to the Schedule of Performance approved as part of an Operating Agreement by the City Council of the City of Marina as a mandatory ministerial act as of December 17, 2019; and

WHEREAS, in a Resolution adopted by the Consolidated Oversight Board on February 27, 2020, the Consolidated Oversight Board: (a) resolved that the provisions of the DDA and the related agreements (the “Agreements”) continue and be extended to account for the period of the Excused Delay, (b) ratified and approved the Conforming Clarifications to the Schedule of Performance incorporated into that certain Operating Agreement entered into by and between the City of Marina and the Developer and consented to by the Successor Agency, (c) made the following findings: (i) that it had examined the provisions of the Agreements relative to the financial commitments of the Former Agency and found that each of them is necessary for the

continued development of the Dunes Project (as identified in said Resolution), so as to permit the expeditious wind-down of the affairs of the Former Agency by the Successor Agency, (ii) that the obligations of the Former Agency as set forth in the Agreements, including the Excused Delay provisions, were material terms to the original agreement, (iii) the full development of the Dunes Project provides significant financial benefits to the affected taxing entities by increasing property tax revenues to the affected taxing entities, and (iv) the full development of the Dunes Project will reduce liabilities to the taxing entities by assuming certain obligations that would otherwise be obligations of the taxing entities, including, but not limited to habitat management programs, infrastructure improvements including roads, water and sewer systems and others and blight remediation; and (d) authorized and directed the Successor Agency staff to take all actions necessary under the Dissolution Act to ensure the validity of the Conforming Clarifications to the Schedule of Performance, including participation in any Meet and Confer process; and

WHEREAS, the Former Agency Obligation includes an obligation of the Successor Agency to make payments from certain Available Non-Housing Tax Increment Funds for Eligible Project Costs and to make payments from certain Available LMIHF Funds for Eligible LMIHF Costs, as such capitalized terms are defined in the Financing Plan; and

WHEREAS, the Former Agency Obligation has been included on Recognized Obligation Payment Schedules prepared for the Successor Agency pursuant to section 34177, and has been recognized by the Successor Agency, this Consolidated Oversight Board and the California Department of Finance as an “enforceable obligation” of the Former Agency, as such term is defined in Section 34171(d); and

WHEREAS, section 34177.5(a)(4) authorizes the Successor Agency to issue bonds to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues, prior to the effective date of section 34177.5, and the enforceable obligations also include the obligation to issue bonds secured by that pledge, and the Former Agency Obligation includes such an irrevocable pledge and obligation to issue bonds; and

WHEREAS, pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, in 2017 the Developer requested that the Successor Agency issue bonds to make payments on the Former Agency Obligation; and

WHEREAS, in response to the Developer’s request: (a) on October 3, 2017, the governing board of the Successor Agency adopted Resolution No. 2017-07 (SA-MRS) approving the issuance of bonds (the “2018 Bonds”) in order to make payments on the Former Agency Obligation; (b) on November 2, 2017, the governing board of the Oversight Board of the Successor Agency to the Marina Redevelopment Agency adopted Resolution No. 2017-08 (OB) approving the issuance of the 2018 Bonds by the Successor Agency (the “2017 OB Resolution”); (c) the State of California Department of Finance delivered a letter dated February 9, 2018 to the Successor Agency approving portions of the 2017 OB Resolution, including the portion that approved the issuance of the 2018 Bonds by the Successor Agency; (d) on July 26, 2018, the Successor Agency issued the 2018 Bonds pursuant to an Indenture of Trust, dated as of July 1, 2018 (the “Original Indenture”), between the Successor Agency and MUFG Union Bank, N.A., as trustee (the “Original Trustee”), including the Successor Agency’s Tax Allocation Bonds, Series 2018A (the

“2018A Bonds”) in the initial principal amount of \$6,905,000 and the Successor Agency’s Housing Tax Allocation Bonds, Series 2018B (the “2018B Bonds”) in the initial principal amount of \$6,585,000; and (e) the net proceeds of the 2018A Bonds were used to reimburse the Developer for Eligible Project Costs and the net proceeds of the 2018B Bonds were used to reimburse the Developer for Eligible LMIHF Costs, all in satisfaction of portions of the Former Agency Obligation; and

WHEREAS, pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, in 2020 the Developer requested that the Successor Agency issue two new series of bonds to make additional payments on the Former Agency Obligation; and

WHEREAS, in response to the Developer’s request: (a) on February 19, 2020, the governing board of the Successor Agency adopted Resolution No. 2020-01 (SA-MRS) approving the issuance of bonds (the “2020 Bonds”) in order to make additional payments on the Former Agency Obligation; (b) on February 27, 2020, the governing board of the Consolidated Oversight Board adopted Resolution No. 2020-10 (OB) approving the issuance of the 2020 Bonds by the Successor Agency (the “2020 OB Resolution”); (c) the State of California Department of Finance delivered a letter dated April 15, 2020 to the Successor Agency approving portions of the 2020 OB Resolution, including the portion that approved the issuance of the 2020 Bonds by the Successor Agency; (d) on September 2, 2020, the Successor Agency issued the 2020 Bonds pursuant to the Original Indenture, as amended and supplemented by a First Supplemental Indenture of Trust, dated as of September 1, 2020 (the “First Supplement”), between the Successor Agency and the Original Trustee, including the Successor Agency’s Tax Allocation Bonds, Series 2020A (the “2020A Bonds”) in the initial principal amount of \$4,790,000 and the Successor Agency’s Housing Tax Allocation Bonds, Series 2020B (the “2020B Bonds”) in the initial principal amount of \$4,950,000; and (e) the net proceeds of the 2020A Bonds were used to reimburse the Developer for Eligible Project Costs and the net proceeds of the 2020B Bonds were used to reimburse the Developer for the Eligible LMIHF Costs, all in satisfaction of portions of the Former Agency Obligation; and

WHEREAS, the Developer has now sent the Successor Agency a request pursuant to Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan, dated February 8, 2022, that the Successor Agency issue two new series of bonds (the “2022 Bonds”) to make additional payments on the Former Agency Obligation; and

WHEREAS, the Successor Agency by its Resolution No. 2022-01 adopted on March 1, 2022 (the “Successor Agency Resolution”) approved the issuance of 2022 Bonds in order to make additional payments to the Developer under the Former Agency Obligation, pursuant to section 34177.5(a)(4); and

WHEREAS, in the Successor Agency Resolution, the Successor Agency also authorized the execution and delivery of a Second Supplemental Indenture of Trust, to be executed by the Successor Agency and U.S. Bank Trust Company, National Association, as successor trustee (the “Second Supplement”) amending and supplementing the Original Indenture (the Original Indenture, as amended and supplemented by the First Supplement and by the Second Supplement, is referred to herein as the “Indenture”), pursuant to which a series of the 2022 Bonds are to be secured on a parity with the 2018A Bonds and the 2020A Bonds, and a series of

the 2022 Bonds are to be secured on a parity with the 2018B Bonds and the 2020B Bonds, each under the Indenture; and

WHEREAS, in the Successor Agency Resolution, the Successor Agency also requested that this Consolidated Oversight Board (i) direct the Successor Agency to undertake the proceedings to issue the 2022 Bonds to make payments under the Former Agency Obligation, (ii) approve the issuance of the 2022 Bonds pursuant to the Successor Agency Resolution and the Indenture, and (iii) make certain determinations described below on which the Successor Agency will rely in undertaking the proceedings to issue the 2022 Bonds to make payments under the Former Agency Obligation; and

WHEREAS, the Successor Agency has determined to sell the 2022 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") pursuant to the terms of a bond purchase contract to be entered into by the Successor Agency and the Underwriter; and

WHEREAS, following approval by the Consolidated Oversight Board of the issuance of the 2022 Bonds by the Successor Agency and upon submission of the Successor Agency Resolution and this Resolution to the California Department of Finance, the Successor Agency will, with the assistance of its disclosure counsel, its municipal advisor and its fiscal consultant, cause to be prepared a form of official statement for each series of the 2022 Bonds describing the respective series of the 2022 Bonds and containing material information relating to the Successor Agency and the respective series of the 2022 Bonds, the preliminary forms of which will be submitted to the Successor Agency for approval for distribution by the Underwriter to persons and institutions interested in purchasing the 2022 Bonds, and counsel to the Underwriter will prepare a bond purchase contract relating to the sale by the Successor Agency of the 2022 Bonds to the Underwriter, the form of which also will be submitted to the Successor Agency for approval; and

WHEREAS, this Consolidated Oversight Board has completed its review of the Successor Agency proceedings and wishes at this time to give its approval as set forth below.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. The Successor Agency has informed the Consolidated Oversight Board that the Developer has requested that the Successor Agency issue the 2022 Bonds pursuant to the Successor Agency's obligations under the Former Agency Obligation. The Successor Agency has advised the Consolidated Oversight Board that it has determined that the Former Agency Obligation is an enforceable obligation for purposes of section 34177.5(a)(4), and the Successor Agency has acknowledged that it has an irrevocable obligation under the Former Agency Obligation to issue the 2022 Bonds, subject to the applicable provisions of the Former Agency Obligation, including Section 6 of Part 1 and Section 6 of Part 2 of the Financing Plan.
3. As authorized by section 34177.5(f), the Consolidated Oversight Board hereby directs the Successor Agency to undertake the proceedings to issue the 2022 Bonds and make payments on the Former Agency Obligation, and as authorized by section 34177.5(f) and section 34180, this Consolidated Oversight Board hereby directs and approves the issuance by the

Successor Agency of the 2022 Bonds pursuant to section 34177.5(a)(4) and under other applicable provisions of the Community Redevelopment Law and as provided in the Successor Agency Resolution and the Indenture in the aggregate principal amount of not to exceed \$17,000,000.

4. The Consolidated Oversight Board hereby approves the sale and delivery of the 2022 Bonds in whole. However, if the 2022 Bonds are initially sold in part, the Successor Agency is hereby authorized to sell and deliver additional series of the 2022 Bonds without the prior approval of this Consolidated Oversight Board provided that in each such instance the 2022 Bonds so sold and delivered are in compliance with the section 34177.5(a)(4).

5. As requested by the Successor Agency, the Consolidated Oversight Board makes the following determinations upon which the Successor Agency may rely in undertaking the refunding proceedings and the issuance of the 2022 Bonds:

(a) The Successor Agency is authorized, as provided in section 34177.5(f), to recover its costs related to the issuance of the 2022 Bonds from the proceeds of the 2022 Bonds, including the cost of reimbursing its administrative staff for time spent with respect to the authorization, issuance, sale and delivery of the 2022 Bonds;

(b) The application of the proceeds of the 2022 Bonds by the Successor Agency to the payment by the Successor Agency of costs of issuance of the 2022 Bonds, including municipal bond insurance and reserve fund bond insurance premiums, shall be implemented by the Successor Agency promptly upon sale and delivery of the 2022 Bonds, notwithstanding section 34177.3 or any other provision of law to the contrary, without the approval of this Consolidated Oversight Board, the California Department of Finance, the Monterey County Auditor-Controller or any other person or entity other than the Successor Agency; and

(c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under section 34171 without any deductions with respect to continuing costs related to the 2022 Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to section 34183. In addition, and as provided by section 34177.5(f), if the Successor Agency is unable to complete the issuance of the 2022 Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the proceedings for the funding of payments on the Former Agency Obligation from such property tax revenues pursuant to section 34183 without reduction in its Administrative Cost Allowance.

6. Pursuant to section 34179(h), this Resolution shall be effective five (5) business days after proper notification hereof is given to the California Department of Finance unless the California Department of Finance requests a review of the actions taken in this Resolution, in which case this Resolution will be effective upon approval by the California Department of Finance.

PASSED AND ADOPTED by the Consolidated Oversight Board for Monterey County this 23rd day of March, 2022, by the following vote, to wit:

AYES: Bousum, Poitras, Cordiero-Martinez, Crow, Peake

NOES: Reed

ABSENT: Gamotan

DocuSigned by:

11824036818C4D7...
Garry Bousum, Chair

ATTEST:

DocuSigned by:

4E7E857B75454AE
Jennifer Forsyth, Board Clerk



Gavin Newsom ■ Governor

915 L Street ■ Sacramento CA ■ 95814-3706 ■ www.dof.ca.gov

Transmitted via email

May 16, 2022

Juan J. Lopez, Finance Director
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Determination of Oversight Board Action

The City of Marina Successor Agency (Agency) notified the California Department of Finance (Finance) of its March 23, 2022 Oversight Board (OB) Resolution on April 5, 2022. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 2022-11 (Resolution), approving the issuance of bonds of the Agency, making certain determinations with respect to the bonds, and providing for other matters relating thereto is approved.

The Agency entered into a Disposition and Development Agreement (DDA) with the Developer on May 31, 2005 for the development of approximately 290 acres of the former Fort Ord Army Base, referred to as the "Dunes Project". The DDA was amended by an Implementation Agreement on September 6, 2006 and by a Second Implementation Agreement on August 5, 2008. The Agency also entered into a Tax Increment Financing Plan and Agreement (Financing Plan) on August 5, 2008.

It is our understanding with the Excused Delay provisions of the DDA, the Agency's obligation to finance the Dunes Project currently listed as Item No. 7 on the Recognized Obligation Payment Schedule (ROPS) will continue. Specifically, payments to the Developer for the Housing Fund obligation per the Financing Plan will terminate in October 2027; and for the Non-Housing Fund in October 2037.

In addition, it is our understanding the agreements allow the Developer to request the Agency to issue bonds, from time to time, if feasible under the circumstance. An issuance request has been made and the Agency now intends to issue \$17,000,000 in tax allocation bonds. Following the issuance, the payments for the bonds should be placed on a future ROPS, subject to Finance's review and approval.

With respect to any future bond issuances, Finance would like to note that pursuant to HSC section 34177.5 (a) (4), the Agency is not authorized to issue bonds if such issuance, among other conditions, results in an increase in the amount of property tax revenues pledged under an enforceable obligation or to pledge any property tax revenue not already pledged pursuant to an enforceable obligation. Therefore, the Agency's authority to issue any future bond issuances will be subject to OB and Finance's approval and limited to conditions specified in this code section. Further, Finance reserves the right to evaluate future bond issuance proposals to ensure that contract funding limits are not exceeded pursuant to the Financing Plan.

Section 5 (c) of the Resolution states the Agency shall be entitled to receive its full administrative cost allowance without any deduction with respect to continuing costs of issuance. While all costs related to the issuance can be paid separately pursuant to HSC section 34177.5 (f), any administrative costs post-issuance must be placed on a subsequent ROPS, subject to Finance's review and approval, to determine if the costs should be paid out of the administrative cost allowance or whether the costs are separate enforceable obligations. To the extent this section seeks to have ongoing administrative costs of bonds be paid in addition to regular administrative costs, such action is denied.

This is our determination with respect to the OB action taken.

Please direct inquiries to Zuber Tejani, Supervisor, or Michael Painter, Staff, at (916) 322-2985.

Sincerely,



JENNIFER WHITAKER
Program Budget Manager

cc: Layne Long, City Manager, City of Marina
Jennifer Forsyth, Auditor-Controller Analyst, Monterey County



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.010 - Prof Svc Admin - Muni Code										
10149 - Code Publishing Inc. - General Code	GC0012612	MMC Web Update	Paid by Check # 103667		11/30/2023	11/29/2023	11/29/2023		12/08/2023	416.50
Account 6300.010 - Prof Svc Admin - Muni Code Totals							Invoice Transactions 1			<u>\$416.50</u>
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	343505215-1	Replacement Toner for CM Printer	Paid by Check # 103685		11/29/2023	11/29/2023	11/29/2023		12/08/2023	595.74
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 1			<u>\$595.74</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			<u>\$1,012.24</u>
Division 000 - Non-Div Totals							Invoice Transactions 2			<u>\$1,012.24</u>
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions 2			<u>\$1,012.24</u>
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	11394	IT Suijport - November 2023	Paid by EFT # 4007		11/30/2023	12/04/2023	12/04/2023		12/08/2023	9,120.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions 1			<u>\$9,120.00</u>
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000423-R-0060	Computer Network Defense - December 2023	Paid by Check # 103692		12/01/2023	11/29/2023	11/29/2023		12/08/2023	2,000.00
10905 - Taygeta Scientific, Inc.	000708-R-0033	Barracuda Spam Firewall - December 2023	Paid by Check # 103692		12/01/2023	11/29/2023	11/29/2023		12/08/2023	475.80
10897 - TechRx Technology Services	11375	Veeam Virtual Backup Monthly Subscription - December 2023	Paid by EFT # 4007		12/01/2023	12/04/2023	12/04/2023		12/08/2023	380.00
10897 - TechRx Technology Services	11371	Amazon Glacier Terabyte Storage - December 2023	Paid by EFT # 4007		12/01/2023	12/04/2023	12/04/2023		12/08/2023	340.00
10897 - TechRx Technology Services	11365	Vmware Support Contract - 2023	Paid by EFT # 4007		12/01/2023	12/04/2023	12/04/2023		12/08/2023	1,300.00
10897 - TechRx Technology Services	11383	Ninite Monthly Subscription - December 2023	Paid by EFT # 4007		12/01/2023	12/04/2023	12/04/2023		12/08/2023	112.50
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 6			<u>\$4,608.30</u>



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Fund 100 - General Fund										
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade										
10897 - TechRx Technology Services	11324	Citywide MS Officer 365 - December 2023	Paid by EFT # 4007		12/01/2023	12/04/2023	12/04/2023		12/08/2023	2,304.60
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade Totals							Invoice Transactions	1		\$2,304.60
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	8		\$16,032.90
Division 000 - Non-Div Totals							Invoice Transactions	8		\$16,032.90
Department 125 - I. T. Totals							Invoice Transactions	8		\$16,032.90
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-24	Service 11/20-12/1/23	Paid by EFT # 4006		12/01/2023	12/01/2023	12/01/2023		12/08/2023	1,187.50
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions	1		\$1,187.50
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	343010380001	Office Supplies- Finance/Account #: 29838421	Paid by Check # 103685		11/17/2023	12/04/2023	12/05/2023		12/08/2023	404.21
10732 - Office Depot-General Account	343009603001	Office Supplies- Finance/Account #: 29838421	Paid by Check # 103685		11/17/2023	12/05/2023	12/05/2023		12/08/2023	304.48
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	2		\$708.69
Account 6600.490 - Other Charges Membership Prof Orgs										
10099 - California Municipal Revenue & Tax Association	3370	Membership renewal through 12/31/24	Paid by Check # 103664		12/01/2023	12/01/2023	12/01/2023		12/08/2023	150.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals							Invoice Transactions	1		\$150.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$2,046.19
Division 000 - Non-Div Totals							Invoice Transactions	4		\$2,046.19
Department 130 - Finance Totals							Invoice Transactions	4		\$2,046.19



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Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	11398	UPS back up for PD	Paid by EFT # 4007		12/04/2023	12/04/2023	12/04/2023		12/08/2023	2,381.83
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals										Invoice Transactions 1
										\$2,381.83
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20875126	CALNET3-9391023471 (582-0100)	Paid by Check # 103662		11/27/2023	12/01/2023	12/01/2023		12/08/2023	63.69
10758 - AT & T CALNET3	20875132	CALNET3-9391023477 (582-9803)	Paid by Check # 103662		11/27/2023	12/01/2023	12/01/2023		12/08/2023	30.61
10758 - AT & T CALNET3	20880222	CALNET3-9391023441 (384-0888)	Paid by Check # 103662		11/28/2023	12/01/2023	12/01/2023		12/08/2023	30.64
10758 - AT & T CALNET3	20880246	CALNET3-9391023463 (384-7854)	Paid by Check # 103662		11/28/2023	12/01/2023	12/01/2023		12/08/2023	30.64
10758 - AT & T CALNET3	20880221	CALNET3-9391023440 (384-0860)	Paid by Check # 103662		11/28/2023	12/01/2023	12/01/2023		12/08/2023	30.70
10758 - AT & T CALNET3	20880251	CALNET3-9391023468 (384-9148)	Paid by Check # 103662		11/28/2023	12/01/2023	12/01/2023		12/08/2023	30.64
10758 - AT & T CALNET3	20880249	CALNET3-9391023466 (384-8477)	Paid by Check # 103662		11/28/2023	12/01/2023	12/01/2023		12/08/2023	59.74
10758 - AT & T CALNET3	20880218	CALNET3-9391023437 (384-0425)	Paid by Check # 103662		11/28/2023	12/01/2023	12/01/2023		12/08/2023	60.36
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 8
										\$337.02
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056017 111723	208-A Palm Ave	Paid by Check # 103680		11/17/2023	11/29/2023	11/29/2023		12/08/2023	84.08
10349 - Marina Coast Water District	000056020 111723	304 Hillcrest Ave	Paid by Check # 103680		11/17/2023	11/29/2023	11/29/2023		12/08/2023	115.46
10349 - Marina Coast Water District	000056018 111723	208 Palm Ave	Paid by Check # 103680		11/17/2023	11/29/2023	11/29/2023		12/08/2023	153.71
10432 - Monterey One Water - former MRWPCA	12001627 113023	211 Hillcrest Ave	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	222.00
10432 - Monterey One Water - former MRWPCA	12000192 113023	3200 Del Monte Blvd	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	55.50
10432 - Monterey One Water - former MRWPCA	13002930 113023	3200 Imjin Rd	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	1,110.00
10432 - Monterey One Water - former MRWPCA	12003451 113023	0 Seaside Ave & Reservation Rd	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	55.50
10432 - Monterey One Water - former MRWPCA	12001708 113023	304 Hillcrest Ave	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	55.50
10432 - Monterey One Water - former MRWPCA	12003245 113023	3254 Abdy Way	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	55.50



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Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	12003949 113023	209 Cypress Ave	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	111.00
10432 - Monterey One Water - former MRWPCA	13000143 113023	3220 Imjin Rd	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	33.40
10432 - Monterey One Water - former MRWPCA	13000325 113023	2800 2nd Ave	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	55.50
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		12	\$2,107.15
Account 6400.565 - Material & Suppl Office Supplies										
10469 - Stordok	53547741	Document Shredding Services - City Hall	Paid by Check # 103704		08/14/2023	11/29/2023	11/29/2023		12/08/2023	60.00
10469 - Stordok	53547838	Document Shredding Services - City Hall	Paid by Check # 103704		09/22/2023	11/29/2023	11/29/2023		12/08/2023	60.00
10734 - Office Depot-Public Works Dept.	342584892001	Office Supplies/Ink for Leads	Paid by Check # 103686		11/22/2023	12/04/2023	12/04/2023		12/08/2023	145.05
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		3	\$265.05
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		24	\$5,091.05
Division 000 - Non-Div Totals							Invoice Transactions		24	\$5,091.05
Department 190 - Citywide Non-Dept Totals							Invoice Transactions		24	\$5,091.05
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10326 - Language Line, LLC	11142306	Acct #9020101064	Paid by Check # 103678		10/31/2023	11/29/2023	11/29/2023		12/08/2023	78.02
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	\$78.02
Account 6360.570 - Maint & Repairs Other Svc Agr										
10592 - U.S. Bank Equipment Finance-USbancorp	511818353	Cust Credit Acct #598296	Paid by Check # 103695		09/25/2023	11/29/2023	11/29/2023		12/08/2023	1,182.15
10592 - U.S. Bank Equipment Finance-USbancorp	514148626	Cust Credit Acct #598296	Paid by Check # 103695		10/27/2023	11/29/2023	11/29/2023		12/08/2023	1,291.14
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions		2	\$2,473.29
Account 6360.680 - Maint & Repairs Radio Equip										
10331 - Stommell Inc. / LEHR	SI96022	Customer #51724	Paid by Check # 103691		11/30/2023	12/30/2023	12/30/2023		12/08/2023	375.00
Account 6360.680 - Maint & Repairs Radio Equip Totals							Invoice Transactions		1	\$375.00
Account 6360.850 - Maint & Repairs Vehicle										
11941 - Humboldt Petroleum, Inc.	119507	Account # 13680	Paid by Check # 103674		11/30/2023	12/31/2023	12/31/2023		12/08/2023	42.50
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions		1	\$42.50



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Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	09-21-23	Acct #051 935 4017	Paid by Check		09/21/2023	11/29/2023	11/29/2023		12/08/2023	50.36
		001	# 103661							
10053 - AT & T	10-21-23	Acct #051 935 4017	Paid by Check		10/21/2023	11/29/2023	11/29/2023		12/08/2023	97.06
		001	# 103661							
10053 - AT & T	11-01-23	Acct #248 134-7275	Paid by Check		11/01/2023	11/29/2023	11/29/2023		12/08/2023	17.13
		428 0	# 103661							
10374 - Maynard Group Inc.	IN2041976	Account # AC3746	Paid by EFT #		12/01/2023	12/31/2023	12/31/2023		12/08/2023	668.84
			4004							
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 4	\$833.39
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	10-31-23 A	Acct #014874 000	Paid by Check		10/31/2023	11/29/2023	11/29/2023		12/08/2023	135.76
			# 103680							
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$135.76
Account 6400.565 - Material & Suppl Office Supplies										
10987 - J.P. Cooke Company	809968	Job # 1514678	Paid by Check		12/01/2023	12/31/2023	12/31/2023		12/08/2023	39.49
			# 103676							
10498 - Quill Corporation	35142291	Acct # 7474999	Paid by Check		10/13/2023	11/29/2023	11/29/2023		12/08/2023	304.52
			# 103688							
10498 - Quill Corporation	35123274	Acct # 7474999	Paid by Check		10/13/2023	11/29/2023	11/29/2023		12/08/2023	83.07
			# 103688							
10498 - Quill Corporation	35122965	Acct # 7474999	Paid by Check		10/13/2023	11/29/2023	11/29/2023		12/08/2023	50.70
			# 103688							
10498 - Quill Corporation	35433617	Acct # 7474999	Paid by Check		10/31/2023	11/29/2023	11/29/2023		12/08/2023	108.14
			# 103688							
10498 - Quill Corporation	35437994	Acct # 7474999	Paid by Check		11/01/2023	11/29/2023	11/29/2023		12/08/2023	15.28
			# 103688							
10498 - Quill Corporation	35508198	Acct # 7474999	Paid by Check		11/03/2023	11/29/2023	11/29/2023		12/08/2023	313.15
			# 103688							
10582 - Uline Shipping Supply	168894944	Customer # 26748191	Paid by Check		09/25/2023	12/31/2023	12/31/2023		12/08/2023	109.60
			# 103696							
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 8	\$1,023.95
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-299-64566	Acct #3995-9218-6	Paid by Check		10/27/2023	11/29/2023	11/29/2023		12/08/2023	90.20
			# 103671							
Account 6400.635 - Material & Suppl Postage Shipping Totals									Invoice Transactions 1	\$90.20
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	12012023	Parking Rental Fees	Paid by Check		12/01/2023	12/04/2023	12/04/2023		12/08/2023	997.00
			# 103672							
Account 6600.455 - Other Charges Leased Parking Totals									Invoice Transactions 1	\$997.00



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Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.485 - Other Charges Medical Svc - Investigations										
10776 - Central Valley Toxicology	331093	Tox #CVT-23-6869	Paid by Check # 103666		10/19/2023	11/29/2023	11/29/2023		12/08/2023	146.00
10008 - Monterey County Department of Health - EHB	MRD-PD FY23-24	MRD-PD FY23-24 Retainer Invoice	Paid by Check # 103682		10/12/2023	11/29/2023	11/29/2023		12/08/2023	2,000.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions 2			\$2,146.00
Account 6600.625 - Other Charges Printing Svc										
10524 - Ryan Ranch Printers, LP	23296	Cust #161	Paid by Check # 103690		11/28/2022	12/12/2022	12/12/2022		12/08/2023	103.79
10524 - Ryan Ranch Printers, LP	23285	Cust #161	Paid by Check # 103690		11/28/2022	12/12/2022	12/12/2022		12/08/2023	330.93
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions 2			\$434.72
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	11-28-23	Monthly Maintenance K-9 Training - November 2023	Paid by Check # 103679		11/29/2023	11/29/2023	11/29/2023		12/08/2023	250.00
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	09-25-23	Monthly Maintenance K-9 Training - Sept 2023	Paid by Check # 103679		09/25/2023	11/29/2023	11/29/2023		12/08/2023	250.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc Totals							Invoice Transactions 2			\$500.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 26			\$9,129.83
Division 000 - Non-Div Totals							Invoice Transactions 26			\$9,129.83
Department 210 - Police Totals							Invoice Transactions 26			\$9,129.83
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	20850	Water Cooler Service Police & Fire 12/01/23	Paid by Check # 103687		12/01/2023	12/04/2023	12/04/2023		12/08/2023	202.08
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			\$202.08
Account 6360.850 - Maint & Repairs Vehicle										
11958 - Randall J Gillenwater	001	Custom fabricated aluminum SCBA Mount	Paid by Check # 103689		12/03/2023	12/06/2023	12/06/2023		12/08/2023	1,450.00
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 1			\$1,450.00
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
11101 - The Sox Box	MAROPEN23	(25) Teeshirts for Open House Volunteers	Paid by Check # 103693		11/19/2023	11/30/2023	11/30/2023		12/08/2023	305.66
11954 - Yessica Infante-Sanchez/Yessica Infante Face Paint	2023-1010	Face painting for Fire Prevention Open House	Paid by Check # 103701		11/16/2023	12/04/2023	12/04/2023		12/08/2023	220.00
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals							Invoice Transactions 2			\$525.66



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	086946	Utility Knife & Big Keyring	Paid by Check # 103658		11/30/2023	11/30/2023	11/30/2023		12/08/2023	32.75
11393 - Carmel Roasters, Inc.	68213	FD Coffee - 3 boxes	Paid by Check # 103665		11/29/2023	11/30/2023	11/30/2023		12/08/2023	262.20
Account 6400.740 - Material & Suppl Special Dept Suppl Totals Invoice Transactions 2										<u>\$294.95</u>
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV763906	Uniform Pants for Jason McCoy & Sam Flores	Paid by EFT # 4003		11/13/2023	11/30/2023	11/30/2023		12/08/2023	314.21
10323 - L.N. Curtis & Sons	INV760532	Uniform Pants for Joshua Downing	Paid by EFT # 4003		10/31/2023	11/30/2023	11/30/2023		12/08/2023	158.89
10323 - L.N. Curtis & Sons	INV761955	Uniform Pants for Jason McCoy	Paid by EFT # 4003		11/03/2023	11/30/2023	11/30/2023		12/08/2023	157.14
10323 - L.N. Curtis & Sons	INV762383	Uniform for Sam Flores	Paid by EFT # 4003		11/06/2023	11/30/2023	11/30/2023		12/08/2023	159.65
Account 6400.800 - Material & Suppl Uniform Totals Invoice Transactions 4										<u>\$789.89</u>
Account 6500.700 - Training & Travel Training & Travel										
10650 - Dunlap, Ronald	11-09-2023	Reimbursement for meal ticket, training at Fire Academy	Paid by Check # 103669		11/09/2023	12/04/2023	12/04/2023		12/08/2023	347.84
Account 6500.700 - Training & Travel Training & Travel Totals Invoice Transactions 1										<u>\$347.84</u>
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	12012023	Parking Rental Fees	Paid by Check # 103672		12/01/2023	12/04/2023	12/04/2023		12/08/2023	303.00
Account 6600.455 - Other Charges Leased Parking Totals Invoice Transactions 1										<u>\$303.00</u>
Account 6600.490 - Other Charges Membership Prof Orgs										
10170 - CSFA-California State Firefighters Association	102	CSFA Membership Dues 01/01/24 - 12/31/24	Paid by Check # 103668		11/30/2023	11/30/2023	11/30/2023		12/08/2023	2,125.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals Invoice Transactions 1										<u>\$2,125.00</u>
Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 13										<u>\$6,038.42</u>
Division 000 - Non-Div Totals Invoice Transactions 13										<u>\$6,038.42</u>
Department 250 - Fire Totals Invoice Transactions 13										<u>\$6,038.42</u>
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10035 - Andersen's Lock & Safe, Inc.	44944	Grade 1 Privacy Lever	Paid by Check # 103703		11/29/2023	11/29/2023	11/29/2023		12/08/2023	240.30



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
11909 - Val's Plumbing & Heating, Inc.	45138	Public Safety	Paid by Check # 103698		11/15/2023	12/04/2023	12/04/2023		12/08/2023	524.37
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals										Invoice Transactions 2
										\$764.67
Account 6360.170 - Maint & Repairs Elevator Svc										
10574 - TK Elevator	3007619120	208 Palm Ave	Paid by Check # 103694		12/01/2023	12/04/2023	12/04/2023		12/08/2023	1,438.85
Account 6360.170 - Maint & Repairs Elevator Svc Totals										Invoice Transactions 1
										\$1,438.85
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086910	Stakes	Paid by Check # 103659		11/28/2023	11/29/2023	11/29/2023		12/08/2023	27.67
10728 - Ace Hardware-Public Works	086906	Switch/Bulb	Paid by Check # 103659		11/28/2023	11/29/2023	11/29/2023		12/08/2023	64.42
10728 - Ace Hardware-Public Works	086931	Liners/Cloths/Supplies	Paid by Check # 103659		11/29/2023	11/29/2023	11/29/2023		12/08/2023	172.52
10728 - Ace Hardware-Public Works	086938	Plunger/Hardware	Paid by Check # 103659		11/30/2023	11/29/2023	11/29/2023		12/08/2023	43.86
10728 - Ace Hardware-Public Works	086961	Ground Fault	Paid by Check # 103659		12/01/2023	12/04/2023	12/04/2023		12/08/2023	112.91
10728 - Ace Hardware-Public Works	086960	Wallplate/Wires	Paid by Check # 103659		12/01/2023	12/04/2023	12/04/2023		12/08/2023	79.67
10728 - Ace Hardware-Public Works	086977	Brushes	Paid by Check # 103659		12/04/2023	12/04/2023	12/04/2023		12/08/2023	34.93
10728 - Ace Hardware-Public Works	086976	Cover Gray	Paid by Check # 103659		12/04/2023	12/04/2023	12/04/2023		12/08/2023	8.73
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 8
										\$544.71
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056001 111723	209-13 Cypress Ave	Paid by Check # 103680		11/17/2023	11/29/2023	11/29/2023		12/08/2023	106.93
10349 - Marina Coast Water District	000056019 111723	211 Hillcrest Ave	Paid by Check # 103680		11/17/2023	11/29/2023	11/29/2023		12/08/2023	1,067.60
10349 - Marina Coast Water District	000056094 112123	2660 5th Ave	Paid by Check # 103680		11/21/2023	12/05/2023	12/05/2023		12/08/2023	445.82
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 3
										\$1,620.35
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110354044	PW Uniforms	Paid by Check # 103660		12/01/2023	12/04/2023	12/04/2023		12/08/2023	154.30
11956 - Michael Cray - Reimbursement only	11-28-23	Work Boots Reimbursement	Paid by Check # 103681		11/28/2023	12/04/2023	12/04/2023		12/08/2023	225.00



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Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
11955 - Walter Giracca - Reimbursement only	11-27-23	Safety Glasses	Paid by Check # 103700		11/27/2023	12/04/2023	12/04/2023		12/08/2023	196.37
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	3		\$575.67
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	17		\$4,944.25
Division 311 - Buildings & Grounds Totals							Invoice Transactions	17		\$4,944.25
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11230 - Golden State Truck & Trailer Repair, Inc.	W 43361	1998 Spartan Gladiator	Paid by Check # 103673		11/29/2023	11/29/2023	11/29/2023		12/08/2023	3,907.69
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	1		\$3,907.69
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,907.69
Division 313 - Vehicle Maint Totals							Invoice Transactions	1		\$3,907.69
Department 310 - Public Works Totals							Invoice Transactions	18		\$8,851.94
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	53959	Marina Station	Paid by EFT # 4001		11/16/2023	11/22/2023	11/22/2023		12/08/2023	15,845.00
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	1		\$15,845.00
Account 6400.565 - Material & Suppl Office Supplies										
10418 - Monterey County Recorder	11-30-23	Maps/Records	Paid by Check # 103683		11/30/2023	12/05/2023	12/05/2023		12/08/2023	4.00
10732 - Office Depot-General Account	341614008001	Office Supplies Building	Paid by Check # 103685		11/20/2023	12/04/2023	12/04/2023		12/08/2023	43.69
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	2		\$47.69
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$15,892.69
Division 000 - Non-Div Totals							Invoice Transactions	3		\$15,892.69
Department 410 - Planning Totals							Invoice Transactions	3		\$15,892.69



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Other Charges Promotional Activities										
11620 - Certified Folder Display Service, Inc.	607515	Distribution of Restaurant Guides - January 2024	Paid by EFT # 4000		12/01/2023	11/29/2023	11/29/2023		12/08/2023	314.30
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions	1		\$314.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$314.30
Division 000 - Non-Div Totals							Invoice Transactions	1		\$314.30
Department 440 - Economic Dev Totals							Invoice Transactions	1		\$314.30
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	11348	printer	Paid by EFT # 4007		11/30/2023	12/05/2023	12/05/2023		12/08/2023	1,049.74
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals							Invoice Transactions	1		\$1,049.74
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228698	Vince DiMaggio kitchen	Paid by EFT # 3999		12/01/2023	12/05/2023	12/05/2023		12/08/2023	325.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$325.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$1,374.74
Division 100 - Admin Totals							Invoice Transactions	2		\$1,374.74
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.660 - Material & Suppl Recr Youth Progr										
10218 - El Rancho Market	496928	food	Paid by Check # 103670		12/01/2023	12/05/2023	12/05/2023		12/08/2023	210.00
Account 6400.660 - Material & Suppl Recr Youth Progr Totals							Invoice Transactions	1		\$210.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$210.00
Division 511 - Youth Totals							Invoice Transactions	1		\$210.00
Department 510 - Recreation & Culture Totals							Invoice Transactions	3		\$1,584.74
Fund 100 - General Fund Totals							Invoice Transactions	102		\$65,994.30



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

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	000056021	Reservation Rd/By 290-	Paid by Check		11/17/2023	11/29/2023	11/29/2023		12/08/2023	36.77
	111723	308 Reservation	# 103680							
10349 - Marina Coast Water District	000056024	Del Monte/Palm	Paid by Check		11/17/2023	11/29/2023	11/29/2023		12/08/2023	92.55
	111723		# 103680							
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions	2	\$129.32
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110354045	PW Shop Supplies	Paid by Check		12/01/2023	12/04/2023	12/04/2023		12/08/2023	62.36
			# 103660							
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions	1	\$62.36
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	3	\$191.68
Division 000 - Non-Div Totals								Invoice Transactions	3	\$191.68
Department 000 - Non-Dept Totals								Invoice Transactions	3	\$191.68
Fund 220 - Gas Tax Totals								Invoice Transactions	3	\$191.68



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

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.	60958	Program Management	Paid by Check # 103699		11/27/2023	11/29/2023	11/29/2023		12/08/2023	4,687.53
11152 - California Dept. of Tax & Fee Administration	11-29-23	Hazardous Waste Generation 01/22-12/22	Paid by Check # 103663		11/29/2023	12/04/2023	12/04/2023		12/08/2023	2,085.60
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$6,773.13
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$6,773.13
Division 000 - Non-Div Totals							Invoice Transactions	2		\$6,773.13
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$6,773.13
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		\$6,773.13



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 225 - National Park Service										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13000183 113023	4th Ave Dy Dr	Paid by Check # 103684		11/30/2023	12/05/2023	12/05/2023		12/08/2023	545.00
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	1		\$545.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$545.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$545.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$545.00
Fund 225 - National Park Service Totals							Invoice Transactions	1		\$545.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	012016000 112123	199 A Paddon Place	Paid by Check # 103680		11/21/2023	12/05/2023	12/05/2023		12/08/2023	64.82
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	1		\$64.82
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$64.82
Division 000 - Non-Div Totals							Invoice Transactions	1		\$64.82
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$64.82
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$64.82



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Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	60959	Professional Services rendered through 10/31/23	Paid by Check # 103699		11/27/2023	11/28/2023	11/28/2023		12/08/2023	240.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$240.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$240.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$240.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$240.00
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	1		\$240.00



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Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10316 - Kimley-Horn & Associates	26407966	Imjin Parkway PS&E	Paid by Check # 103677		10/31/2023	11/29/2023	11/29/2023		12/08/2023	19,209.00
10316 - Kimley-Horn & Associates	26520475	2021 Dev Impact Fee	Paid by Check # 103677		10/31/2023	12/01/2023	12/01/2023		12/08/2023	14,619.00
11762 - Raimi + Associates, Inc	23-6090	Marina GPU, October 2023	Paid by EFT # 4005		11/30/2023	12/01/2023	12/01/2023		12/08/2023	30,578.86
11489 - Wallace Group, Inc.	60851	MLK Sculpture CM&I Services	Paid by Check # 103699		11/22/2023	11/29/2023	11/29/2023		12/08/2023	16,098.06
11489 - Wallace Group, Inc.	60958	Program Management	Paid by Check # 103699		11/27/2023	11/29/2023	11/29/2023		12/08/2023	19,421.51
10588 - United Site Services	INV-02149636	Equestrian Center	Paid by Check # 103697		11/30/2023	12/04/2023	12/04/2023		12/08/2023	789.82
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	6		\$100,716.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$100,716.25
Division 000 - Non-Div Totals							Invoice Transactions	6		\$100,716.25
Department 000 - Non-Dept Totals							Invoice Transactions	6		\$100,716.25
Fund 462 - City Capital Projects Totals							Invoice Transactions	6		\$100,716.25



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Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	60959	Professional Services rendered through 10/31/23	Paid by Check # 103699		11/27/2023	11/28/2023	11/28/2023		12/08/2023	405.00
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 1
										\$405.00
Account 6360.448 - Maint & Repairs Lighting										
10728 - Ace Hardware-Public Works	86924	LED Lights for Box Hangars	Paid by Check # 103659		11/29/2023	11/29/2023	11/29/2023		12/08/2023	109.23
10728 - Ace Hardware-Public Works	86925	LED Lights for Box Hangars-4	Paid by Check # 103659		11/29/2023	11/29/2023	11/29/2023		12/08/2023	218.46
11436 - J & M Aircraft Supply, Inc.	43098	PAPI light bulbs	Paid by Check # 103675		03/24/2023	12/04/2023	12/05/2023		12/08/2023	462.60
Account 6360.448 - Maint & Repairs Lighting Totals										Invoice Transactions 3
										\$790.29
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	86973	Perimeter Supplies	Paid by Check # 103659		12/04/2023	12/04/2023	12/04/2023		12/08/2023	196.58
10239 - First Alarm	775829	3200 Imjin Rd	Paid by EFT # 4002		09/15/2023	12/04/2023	12/04/2023		12/08/2023	277.50
10239 - First Alarm	11-22-23 Latefee	Late fee for Inv 775829	Paid by EFT # 4002		11/22/2023	12/04/2023	12/04/2023		12/08/2023	6.71
Account 6360.450 - Maint & Repairs Maint & Repairs Totals										Invoice Transactions 3
										\$480.79
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20880224	Fire Alarms Bldgs 524 & 533 (9391023443)	Paid by Check # 103662		11/28/2023	01/04/2024	12/04/2023		12/08/2023	59.74
10758 - AT & T CALNET3	20880225	Fire Alarms Bldgs 524 & 533 (9391023444)	Paid by Check # 103662		11/28/2023	12/04/2023	12/04/2023		12/08/2023	59.74
10758 - AT & T CALNET3	20880230	AWOS-Auto Weather Station (9391023449)	Paid by Check # 103662		12/04/2023	12/04/2023	12/04/2023		12/08/2023	32.61
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 3
										\$152.09
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000148 113023	781 Neeson Rd Bldg 520 (13-000148)	Paid by Check # 103684		11/30/2023	12/24/2023	12/05/2023		12/08/2023	55.50
10432 - Monterey One Water - former MRWPCA	13-000149 113023	791 Neeson Rd (13-000149)	Paid by Check # 103684		11/30/2023	12/24/2023	11/30/2023		12/08/2023	33.40
10432 - Monterey One Water - former MRWPCA	13-000153 113023	771 Neeson Rd Bldg 529 (13-000153)	Paid by Check # 103684		11/30/2023	12/24/2023	12/05/2023		12/08/2023	3,360.00
10432 - Monterey One Water - former MRWPCA	13-000157 113023	721 Neeson Rd (13-000157)	Paid by Check # 103684		11/30/2023	12/24/2023	12/05/2023		12/08/2023	222.00
10432 - Monterey One Water - former MRWPCA	13-000158 113023	711 Neeson Rd Bldg 535 (13-000158)	Paid by Check # 103684		11/30/2023	12/24/2023	12/05/2023		12/08/2023	55.50



Accounts Payable by G/L Distribution Report

Payment Date Range 12/08/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13-000159	761 Neeson Rd Bldg	Paid by Check		11/30/2023	12/24/2023	12/05/2023		12/08/2023	255.40
	113023	524 (13-000159)	# 103684							
10432 - Monterey One Water - former MRWPCA	13-000144	3200 Imjin Rd (13-	Paid by Check		11/30/2023	12/24/2023	11/05/2023		12/08/2023	33.40
	113023	000144)	# 103684							
10432 - Monterey One Water - former MRWPCA	13-000145	3260 Imjin Rd Bldg 514	Paid by Check		11/30/2023	12/24/2023	11/05/2023		12/08/2023	55.50
	113023	(13-000145)	# 103684							
10432 - Monterey One Water - former MRWPCA	13-000152	741 Neeson Rd Bldg	Paid by Check		11/30/2023	12/24/2023	12/05/2023		12/08/2023	33.40
	113023	527 13-000152	# 103684							
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 9			\$4,104.10
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11360	Laptop for Airport Gate Access Cards	Paid by EFT # 4007		11/30/2023	12/04/2023	12/04/2023		12/08/2023	606.34
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions 1			\$606.34
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10897 - TechRx Technology Services	11360	Laptop for Airport Gate Access Cards	Paid by EFT # 4007		11/30/2023	12/04/2023	12/04/2023		12/08/2023	190.00
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions 1			\$190.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 21			\$6,728.61
Division 000 - Non-Div Totals							Invoice Transactions 21			\$6,728.61
Department 000 - Non-Dept Totals							Invoice Transactions 21			\$6,728.61
Fund 555 - Marina Airport Totals							Invoice Transactions 21			\$6,728.61
Grand Totals							Invoice Transactions 137			\$181,253.79



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11869 - Agile Occupational Medicine PC	EM009506	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 4039		11/20/2023	12/06/2023	12/06/2023		12/15/2023	435.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals									Invoice Transactions 1	\$435.00
Account 6300.465 - Prof Svc Legal - Special Counsel										
11033 - Sara Steck Myers	12-01-23	Professional Services - MPWSP - October-November 2023	Paid by EFT # 4046		12/01/2023	12/08/2023	12/08/2023		12/15/2023	5,505.00
Account 6300.465 - Prof Svc Legal - Special Counsel Totals									Invoice Transactions 1	\$5,505.00
Account 6300.570 - Prof Svc Other										
11811 - Chaplin and Hill Investigative Services LLC	23-08_6	Chaplin and Hill Investigative Services LLC	Paid by Check # 103709		12/01/2023	12/06/2023	12/06/2023		12/15/2023	3,000.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$3,000.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	118.17
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$118.17
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	341854469001	Office Depot	Paid by Check # 103723		11/22/2023	12/06/2023	12/06/2023		12/15/2023	6.98
10732 - Office Depot-General Account	342516574001	Office Depot	Paid by Check # 103723		11/16/2023	12/06/2023	12/06/2023		12/15/2023	67.96
10732 - Office Depot-General Account	342516575001	Office Depot	Paid by Check # 103723		11/15/2023	12/06/2023	12/06/2023		12/15/2023	63.69
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 3	\$138.63
Account 6500.700 - Training & Travel Training & Travel										
11953 - Belinda Varela - Reimbursement only	2024-00000998	Reimbursement	Paid by Check # 103707		12/06/2023	12/06/2023	12/06/2023		12/15/2023	138.29
10140 - City Of Marina Petty Cash	11.29.23	Replenish Petty Cash	Paid by Check # 103712		12/04/2023	12/04/2023	12/04/2023		12/15/2023	41.39
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 2	\$179.68
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 9	\$9,376.48
Division 000 - Non-Div Totals									Invoice Transactions 9	\$9,376.48
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 9	\$9,376.48



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	344767569001	Office Supplies- Finance/Account #: 29838421	Paid by Check # 103723		12/04/2023	12/13/2023	12/13/2023		12/15/2023	1,161.73
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	1	\$1,161.73
Account 6500.700 - Training & Travel Training & Travel										
10140 - City Of Marina Petty Cash	11.29.23	Replenish Petty Cash	Paid by Check # 103712		12/04/2023	12/04/2023	12/04/2023		12/15/2023	10.00
Account 6500.700 - Training & Travel Training & Travel Totals								Invoice Transactions	1	\$10.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	2	\$1,171.73
Division 000 - Non-Div Totals								Invoice Transactions	2	\$1,171.73
Department 130 - Finance Totals								Invoice Transactions	2	\$1,171.73
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	12-01-23.	Dental Claim (12.2023)	Paid by Check # 103735		12/01/2023	12/01/2023	12/01/2023		12/15/2023	(1,179.97)
Account 6150.200 - Medical Dental Totals								Invoice Transactions	1	(\$1,179.97)
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	12-01-23.	VSP Adjustment (12.2023)	Paid by Check # 103736		12/01/2023	12/01/2023	12/01/2023		12/15/2023	47.61
Account 6150.500 - Medical Vision Totals								Invoice Transactions	1	\$47.61
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN033383	Oct 2023 BL Admin Fee	Paid by EFT # 4043		10/31/2023	12/05/2023	12/05/2023		12/15/2023	10,375.84
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals								Invoice Transactions	1	\$10,375.84
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4004001	Windy Hill Park	Paid by Check # 103731		11/30/2023	12/01/2023	12/01/2023		12/15/2023	260.35
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN033384	Oct 2023 - TOT	Paid by EFT # 4043		10/31/2023	12/05/2023	12/05/2023		12/15/2023	2,002.67
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	2	\$2,263.02
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4172188330	Mat Service City Hall	Paid by Check # 103711		10/27/2023	12/11/2023	12/11/2023		12/15/2023	43.22
10129 - Cintas Corporation	4173593606	Mat Service City Hall	Paid by Check # 103711		11/10/2023	12/11/2023	12/11/2023		12/15/2023	52.55
10129 - Cintas Corporation	4175065915	Mat Service City Hall	Paid by Check # 103711		11/24/2023	12/11/2023	12/11/2023		12/15/2023	52.05



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4176481828	Mat Service City Hall	Paid by Check # 103711		12/08/2023	12/11/2023	12/11/2023		12/15/2023	52.60
Account 6360.570 - Maint & Repairs Other Svc Agr Totals										Invoice Transactions 4
										\$200.42
Account 6400.635 - Material & Suppl Postage Shipping										
10480 - Pitney Bowes	3106404079	Postage Meter Quarterly Lease Payment - Sept-Dec 2023	Paid by Check # 103726		11/29/2023	12/08/2023	12/08/2023		12/15/2023	1,375.38
Account 6400.635 - Material & Suppl Postage Shipping Totals										Invoice Transactions 1
										\$1,375.38
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	517087664	City Hall Copier Lease Payment - December 2023	Paid by Check # 103720		12/04/2023	12/08/2023	12/08/2023		12/15/2023	380.20
Account 6600.452 - Other Charges Leased Copier Totals										Invoice Transactions 1
										\$380.20
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 11
										\$13,462.50
Division 000 - Non-Div Totals										Invoice Transactions 11
										\$13,462.50
Department 190 - Citywide Non-Dept Totals										Invoice Transactions 11
										\$13,462.50
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11949 - Jay Hirokawa	2024-00001022	Reimbursement - Jay Hirokawa	Paid by Check # 103717		12/07/2023	12/07/2023	12/07/2023		12/15/2023	870.18
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals										Invoice Transactions 1
										\$870.18
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	4,490.34
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$4,490.34
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 2
										\$5,360.52
Division 000 - Non-Div Totals										Invoice Transactions 2
										\$5,360.52
Department 210 - Police Totals										Invoice Transactions 2
										\$5,360.52



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11649 - ESO Solutions, Inc.	ESO-127984	RMS Bundle, Software Updates and Upgrades	Paid by Check # 103714		12/02/2023	12/05/2023	12/05/2023		12/15/2023	6,830.74
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals										Invoice Transactions 1
										\$6,830.74
Account 6360.850 - Maint & Repairs Vehicle										
10140 - City Of Marina Petty Cash	11.29.23	Replenish Petty Cash	Paid by Check # 103712		12/04/2023	12/04/2023	12/04/2023		12/15/2023	33.81
10085 - Burton's Fire, Inc.	S 62491	Pump maintenance equipment for unit 98-01 and 07-01	Paid by EFT # 4040		11/13/2023	11/17/2023	11/17/2023		12/15/2023	625.21
11739 - IntelliSite, LLC/EPIC iO Technologies, Inc.	4054	NetCloud Mobile Essentials Plan, Router & Antennas	Paid by EFT # 4044		12/08/2023	12/07/2023	11/30/2023		12/15/2023	1,748.02
Account 6360.850 - Maint & Repairs Vehicle Totals										Invoice Transactions 3
										\$2,407.04
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9950175211	FD Mobile from Oct 26 - Nov 25, 2023	Paid by EFT # 4047		11/25/2023	12/05/2023	12/05/2023		12/15/2023	442.53
Account 6380.120 - Utilities Comm Mobile & Pager Totals										Invoice Transactions 1
										\$442.53
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	354.50
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$354.50
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	253109	Non-Liquid Cylinders	Paid by Check # 103725		11/30/2023	12/01/2023	12/01/2023		12/15/2023	12.90
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals										Invoice Transactions 1
										\$12.90
Account 6400.740 - Material & Suppl Special Dept Suppl										
10140 - City Of Marina Petty Cash	11.29.23	Replenish Petty Cash	Paid by Check # 103712		12/04/2023	12/04/2023	12/04/2023		12/15/2023	56.77
Account 6400.740 - Material & Suppl Special Dept Suppl Totals										Invoice Transactions 1
										\$56.77
Account 6500.700 - Training & Travel Training & Travel										
11149 - Suich, Athena - Reimbursement only	10-25-23	Per Diem for Attending Woman & Fire 2023 Training in San Leandro	Paid by Check # 103728		10/25/2023	11/17/2023	11/17/2023		12/15/2023	99.00
Account 6500.700 - Training & Travel Training & Travel Totals										Invoice Transactions 1
										\$99.00
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 9
										\$10,203.48
Division 000 - Non-Div Totals										Invoice Transactions 9
										\$10,203.48
Department 250 - Fire Totals										Invoice Transactions 9
										\$10,203.48



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
11002 - Chris Wilson Plumbing & Heating Repair	59158387	208 Palm Ave Public Safety	Paid by Check # 103710		12/06/2023	12/07/2023	12/07/2023		12/15/2023	112.20
10181 - Dave's Repair Service	35950	Monthly Site Inspections as Designated Operator	Paid by Check # 103713		12/01/2023	12/07/2023	12/07/2023		12/15/2023	95.00
10250 - Gavilan Pest Control	0158058	211 Hillcrest Ave Rodents	Paid by Check # 103715		12/01/2023	12/07/2023	12/07/2023		12/15/2023	82.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 3	\$289.20
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0157376	3126 Shoemaker at Pong Rodents	Paid by Check # 103715		11/27/2023	12/01/2023	12/01/2023		12/15/2023	80.00
10250 - Gavilan Pest Control	0158059	120 Seaside Cir Rodent	Paid by Check # 103715		12/05/2023	12/07/2023	12/07/2023		12/15/2023	80.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 2	\$160.00
Account 6360.690 - Maint & Repairs Supplies										
10727 - Ace Hardware-Public Safety	086941	Light Control	Paid by Check # 103705		11/30/2023	12/01/2023	12/01/2023		12/15/2023	18.56
10728 - Ace Hardware-Public Works	086902	Fasteners	Paid by Check # 103706		11/28/2023	12/01/2023	12/01/2023		12/15/2023	18.94
10728 - Ace Hardware-Public Works	086945	Padlocks	Paid by Check # 103706		11/30/2023	12/01/2023	12/01/2023		12/15/2023	43.68
10728 - Ace Hardware-Public Works	087011	fasteners	Paid by Check # 103706		12/07/2023	12/07/2023	12/07/2023		12/15/2023	45.78
10728 - Ace Hardware-Public Works	087006	Union Gas	Paid by Check # 103706		12/07/2023	12/07/2023	12/07/2023		12/15/2023	17.49
10728 - Ace Hardware-Public Works	087008	Supplies	Paid by Check # 103706		12/07/2023	12/07/2023	12/07/2023		12/15/2023	34.93
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 6	\$179.38
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056090	Locke Paddon Park	Paid by Check # 103719		11/21/2023	12/01/2023	12/01/2023		12/15/2023	62.91
10349 - Marina Coast Water District	000056061	Reservation/Locke Paddon Park	Paid by Check # 103719		11/21/2023	12/01/2023	12/01/2023		12/15/2023	100.91
10349 - Marina Coast Water District	000056006	188 Seaside Circle	Paid by Check # 103719		11/21/2023	12/01/2023	12/01/2023		12/15/2023	284.66
10349 - Marina Coast Water District	000056042	3040 Lake Dr	Paid by Check # 103719		11/21/2023	12/01/2023	12/01/2023		12/15/2023	100.15
10140 - City Of Marina Petty Cash	11.29.23	Replenish Petty Cash	Paid by Check # 103712		12/04/2023	12/04/2023	12/04/2023		12/15/2023	40.00
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 5	\$588.63



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Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 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.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	177.24
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$177.24
Account 6400.800 - Material & Suppl Uniform										
10140 - City Of Marina Petty Cash	11.29.23	Replenish Petty Cash	Paid by Check # 103712		12/04/2023	12/04/2023	12/04/2023		12/15/2023	50.00
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 1
										\$50.00
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 18
										\$1,444.45
Division 311 - Buildings & Grounds Totals										Invoice Transactions 18
										\$1,444.45
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10331 - Stommell Inc. / LEHR	SI96106	PD Hollister	Paid by Check # 103727		12/01/2023	12/07/2023	12/07/2023		12/15/2023	312.50
10331 - Stommell Inc. / LEHR	SI96286	PD Dodge Durango	Paid by Check # 103727		12/06/2023	12/07/2023	12/07/2023		12/15/2023	375.00
Account 6360.850 - Maint & Repairs Vehicle Totals										Invoice Transactions 2
										\$687.50
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 2
										\$687.50
Division 313 - Vehicle Maint Totals										Invoice Transactions 2
										\$687.50
Department 310 - Public Works Totals										Invoice Transactions 20
										\$2,131.95
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11199 - WALD, RUHNKE & DOST ARCHITECTS, LLP	2314802	November 2023-Architectural Rendering for Cypress Knolls	Paid by Check # 103732		11/30/2023	12/12/2023	12/12/2023		12/15/2023	1,052.70
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 1
										\$1,052.70
Account 6330.100 - Fee Agr Costs - Planning										
10508 - Regional Government Services	15932 R	Contracted Services for Planning Harvey Gas Station October 2023	Paid by EFT # 4045		10/31/2023	12/11/2023	12/11/2023		12/15/2023	1,567.84
Account 6330.100 - Fee Agr Costs - Planning Totals										Invoice Transactions 1
										\$1,567.84



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	118.17
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$118.17
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$2,738.71
Division 000 - Non-Div Totals							Invoice Transactions	3		\$2,738.71
Department 410 - Planning Totals							Invoice Transactions	3		\$2,738.71
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	B232086	Building Plan Review Services 11/1/23-11/30/23	Paid by EFT # 4041		12/01/2023	12/11/2023	12/11/2023		12/15/2023	3,427.25
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$3,427.25
Account 6300.100 - Prof Svc Code Enforcement										
10171 - CSG Consultants	54409	Marina Code Enforcement Services October 28-November 24, 2023	Paid by EFT # 4041		12/11/2023	12/12/2023	12/12/2023		12/15/2023	2,250.00
Account 6300.100 - Prof Svc Code Enforcement Totals							Invoice Transactions	1		\$2,250.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9949643633	Verizon Wireless November 2023 (972476364-00001)	Paid by EFT # 4047		11/18/2023	12/01/2023	12/01/2023		12/15/2023	110.90
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$110.90
Account 6500.700 - Training & Travel Training & Travel										
11875 - Jessica Edwards	12-12-23	Certification Reimbursement	Paid by Check # 103718		12/12/2023	12/13/2023	12/13/2023		12/15/2023	695.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$695.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$6,483.15
Division 000 - Non-Div Totals							Invoice Transactions	4		\$6,483.15
Department 430 - Building Inspection Totals							Invoice Transactions	4		\$6,483.15



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	295.42
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$295.42
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$295.42
Division 100 - Admin Totals							Invoice Transactions	1		\$295.42
Department 510 - Recreation & Culture Totals							Invoice Transactions	1		\$295.42
Fund 100 - General Fund Totals							Invoice Transactions	61		\$51,223.94



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9949643633	Verizon Wireless November 2023 (972476364-00001)	Paid by EFT # 4047		11/18/2023	12/01/2023	12/01/2023		12/15/2023	480.75
Account 6380.120 - Utilities Comm Mobile & Pager Totals					Invoice Transactions 1					\$480.75
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2023 483-6	PG&E - 3982644483-6	Paid by Check # 103724		11/20/2023	12/05/2023	12/05/2023		12/15/2023	15,259.71
10463 - Pacific Gas & Electric	Dec 2023 148-6	PG&E - 5593414148-6	Paid by Check # 103724		12/09/2023	12/13/2023	12/13/2023		12/15/2023	247.78
10463 - Pacific Gas & Electric	Dec 2023 582-7	PG&E - 8161432582-7	Paid by Check # 103724		12/09/2023	12/13/2023	12/13/2023		12/15/2023	179.97
10463 - Pacific Gas & Electric	Dec 2023 943-2	PG&E - 6150212943-2	Paid by Check # 103724		12/09/2023	12/13/2023	12/13/2023		12/15/2023	83.55
10463 - Pacific Gas & Electric	Dec 2023 353-7	PG&E - 9930567353-7	Paid by Check # 103724		12/09/2023	12/13/2023	12/13/2023		12/15/2023	86.28
Account 6380.300 - Utilities Gas & Electric Totals					Invoice Transactions 5					\$15,857.29
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056028 112123	California at Jerry Ct	Paid by Check # 103719		11/21/2023	12/01/2023	12/01/2023		12/15/2023	38.22
10349 - Marina Coast Water District	000056040 112123	Hilo Ave	Paid by Check # 103719		11/21/2023	12/01/2023	12/01/2023		12/15/2023	28.34
Account 6380.500 - Utilities Water & Sewer Totals					Invoice Transactions 2					\$66.56
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	3972306	Sweepings	Paid by Check # 103722		12/06/2023	12/07/2023	12/07/2023		12/15/2023	439.56
10427 - Monterey Regional Waste Management District	3972136	Sweepings	Paid by Check # 103722		12/06/2023	12/07/2023	12/07/2023		12/15/2023	441.04
10427 - Monterey Regional Waste Management District	3972416	Sweepings	Paid by Check # 103722		12/06/2023	12/07/2023	12/07/2023		12/15/2023	275.28
Account 6400.155 - Material & Suppl Dump Fees Totals					Invoice Transactions 3					\$1,155.88
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10233 - Fastenal Company	CASAL162523	XL Black Gloves	Paid by EFT # 4042		11/30/2023	12/01/2023	12/01/2023		12/15/2023	217.10
10233 - Fastenal Company	CASAL162670	XL Black Gloves	Paid by EFT # 4042		12/07/2023	12/07/2023	12/07/2023		12/15/2023	72.37
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	177.25
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals					Invoice Transactions 3					\$466.72



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	159738	Reservation Rd/Del Monte/Reindollar/Seacrest/Vista Del Camino	Paid by Check # 103708		11/29/2023	12/01/2023	12/01/2023		12/15/2023	3,437.58
Account 6400.733 - Material & Suppl Signs Totals							Invoice Transactions	1		\$3,437.58
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	15		\$21,464.78
Division 000 - Non-Div Totals							Invoice Transactions	15		\$21,464.78
Department 000 - Non-Dept Totals							Invoice Transactions	15		\$21,464.78
Fund 220 - Gas Tax Totals							Invoice Transactions	15		\$21,464.78



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.050 - Maint & Repairs Building										
10140 - City Of Marina Petty Cash	11.29.23	Replenish Petty Cash	Paid by Check # 103712		12/04/2023	12/04/2023	12/04/2023		12/15/2023	35.00
Account 6360.050 - Maint & Repairs Building Totals							Invoice Transactions 1			\$35.00
Account 6360.448 - Maint & Repairs Lighting										
10728 - Ace Hardware-Public Works	86992	Lights for Box Hangar	Paid by Check # 103706		12/06/2023	12/07/2023	12/07/2023		12/15/2023	218.46
11436 - J & M Aircraft Supply, Inc.	43529	PK30 male bulbs	Paid by Check # 103716		12/06/2023	12/07/2023	12/07/2023		12/15/2023	185.15
Account 6360.448 - Maint & Repairs Lighting Totals							Invoice Transactions 2			\$403.61
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	87010	Maintenance supplies for Box hangars	Paid by Check # 103706		12/07/2023	12/07/2023	12/07/2023		12/15/2023	148.53
Account 6360.450 - Maint & Repairs Maint & Repairs Totals							Invoice Transactions 1			\$148.53
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9949643633	Verizon Wireless November 2023 (972476364-00001)	Paid by EFT # 4047		11/18/2023	12/01/2023	12/01/2023		12/15/2023	21.12
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$21.12
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Nov 56 096	3271 Imjin Rd (000056 096)	Paid by Check # 103719		10/31/2023	12/15/2023	12/13/2023		12/15/2023	122.99
10349 - Marina Coast Water District	Nov 56 097	3200 Imjin Rd (000056 097)	Paid by Check # 103719		11/30/2023	12/15/2023	12/13/2023		12/15/2023	593.97
10349 - Marina Coast Water District	Nov 56 051	721 Neeson Rd (000056 051)	Paid by Check # 103719		11/30/2023	12/15/2023	12/13/2023		12/15/2023	214.99
10349 - Marina Coast Water District	Nov 56 044	781 Neeson Rd (000056 044)	Paid by Check # 103719		11/30/2023	12/15/2023	12/13/2023		12/15/2023	161.34
10349 - Marina Coast Water District	Nov 56 043	761 Neeson Rd (000056-043)	Paid by Check # 103719		08/21/2023	12/15/2023	12/13/2023		12/15/2023	134.01
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 5			\$1,227.30
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243383-IN	Unleaded City Fuel	Paid by Check # 103721		12/01/2023	12/07/2023	12/07/2023		12/15/2023	177.25
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$177.25
Account 6700.115 - Capital Outlay Building										
11456 - William A. Thayer Construction, Inc	2021-17-RET	Hangar Control Upgrade 781 Neeson Rd Hangar 524 Bldg 533	Paid by EFT # 4048		07/26/2023	12/13/2023	12/13/2023		12/15/2023	8,609.19



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6700.115 - Capital Outlay Building										
11456 - William A. Thayer Construction, Inc	220573-RET	Monterey Skydive Hangar Control Upgrade Bldg 2	Paid by EFT # 4048		12/13/2023	12/13/2023	12/13/2023		12/15/2023	7,533.09
Account 6700.115 - Capital Outlay Building Totals							Invoice Transactions	2		\$16,142.28
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	13		\$18,155.09
Division 000 - Non-Div Totals							Invoice Transactions	13		\$18,155.09
Department 000 - Non-Dept Totals							Invoice Transactions	13		\$18,155.09
Fund 555 - Marina Airport Totals							Invoice Transactions	13		\$18,155.09



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 557 - Abrams B NonProfit Corp										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.226 - Prof Svc Fin - Fees - Trustee										
11250 - U.S. Bank	7136906	Trustee Admin Fee- Abrams B Apts Fin Series 2006 11/1/23- 10/31/24	Paid by Check # 103730		11/25/2023	12/13/2023	12/13/2023		12/15/2023	2,000.00
Account 6300.226 - Prof Svc Fin - Fees - Trustee Totals							Invoice Transactions	1		\$2,000.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,000.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,000.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$2,000.00
Fund 557 - Abrams B NonProfit Corp Totals							Invoice Transactions	1		\$2,000.00
Grand Totals							Invoice Transactions	90		\$92,843.81



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/23 - 12/15/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 758 - Successor Agency Oblig Retirement										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.010 - ROPS #10-Financial, RE Advisory Svc										
10315 - Keyser Marston Associates	0038350	November 2023 Prof. Services	Paid by Check # 118		12/13/2023	12/13/2023	12/13/2023		12/15/2023	5,430.00
Account 6650.010 - ROPS #10-Financial, RE Advisory Svc Totals							Invoice Transactions	1		\$5,430.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$5,430.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$5,430.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$5,430.00
Fund 758 - Successor Agency Oblig Retirement Totals							Invoice Transactions	1		\$5,430.00
Grand Totals							Invoice Transactions	1		\$5,430.00



DRAFT

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

MINUTES

Tuesday, December 5, 2023

5:00 P.M. Closed Session
6:30 P.M. Open Session

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

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

**Zoom Meeting URL: <https://zoom.us/j/730251556>
Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556**

PARTICIPATION

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

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

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

MEMBERS PRESENT: Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENTS ON CLOSED SESSION: None received
4. CLOSED SESSION:
 - a. Public Employment Appointment (§54957)
Position: City Attorney

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

Mayor Delgado reported out Closed Session: Council met at 5:00 pm, discussed the item listed, gave direction and no action was taken.

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

6. **SPECIAL PRESENTATIONS:**

- a. Marina Grocery Outlet Proclamation
- b. National Plan to End Parkinson's Act Proclamation

7. **COUNCIL AND STAFF ANNOUNCEMENTS:**

- Council Member Biala – Announced that Marina Channel 25 was not operating due to technical difficulties but state you could also view council meetings via YouTube.
- Mayor Pro Tem Medina Dirksen – Recognition to the Marina Foundation and Marina Recreation Department for the putting on the Tree Lighting at Vince DiMaggio Park on December 1, 2023. Commented on the Santa Run and spoke about the Marina High School basketball team. Commented on CSUMB's Capstone festival on December 15th at 9:00am in the CSUMB Library Room.
- Council Member Visscher – Announced Marina Police Department is hosting community meetings on December 8th at 5:00pm at the Charles Apartments community room. 3109 Seacrest Avenue and on Tuesday December 12th at 6:00pm at the Cove Clubhouse in Sea Haven
- Council Member McCarthy – Announced on December 8th is Coffee with a Cop at the Dunes Starbucks and commented on the Police Department community meetings not being well attended.
- Mayor Delgado – Commented on the Police Department community meetings and encouraged the community to attend them. Announced the next volunteer cleanup taking place on December 10th at 10:00am Meet at Del Monte and Lapis Road.
- Recreation Director Willer – Spoke about the Tree Lighting and thanked the Marina Foundation for their coordinating and co-sponsoring the event and also thanked everyone who attended. Announced a new program called Kids Night In taking place this Friday, December 8th from 6:00-9:00pm, t's an opportunity for parents to do some shopping to do some wrapping. Cost is \$3.00 per child. The theme is Whoville.

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.*

- Paul Farmer, Monterey County Business Council (MCBC) – spoke about the Small Business Development Center closing down as current CEO retiring and there is an RFP open for somebody else to provide small business development center services. MCBC is currently

applying for the RFP. MCBC can receive \$175,000 from the SBA to run that center. Asking local cities and counties to contribute \$5,000 to help with the local match-grant that is required.

- Naomi Estoles – Spoke about the silent and physical effects of having Parkinson’s.
- Denise Turley – Commented on last weeks planned power outage for certain areas of Marina and noted that PG&E has a process to reimburse households for the loss of any perishable foods. Customers need to contact PG&E and they will mail out form with instructions.

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 103563- 103657, totaling \$1,207,425.08.
Accounts Payable Successor Agency Check Number 117, totaling \$36,887.49

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

(1) November 21, 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, approving regular City Council meeting schedule for 2024 Calendar Year. (This item is exempt from environmental review per §15378 of the CEQA guidelines).~~ **Pulled by Council Member Biala, becomes agenda item 13d**

g. APPROVAL OF AGREEMENTS:

(1) ~~Adopting Resolution No. 2023, and Resolution No. 2023 (NPC), approving Amendment No. 5 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area; AND adopting Resolution No. 2023, and Resolution No. 2023 (PPSC-NPC), approving Amendment No. 5 to extend for one year the Amended Management Agreement Between City~~

~~of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area approval by the City Attorney/Non-Profit Corporation Legal Counsel. (This item is exempt from environmental review per §15378 of the CEQA guidelines).~~

Pulled from agenda by staff. Continued to December 19, 2023

- (2) Adopting **Resolution No. 2023-127**, approving a Public Improvement Agreement for Sea Haven Phase 4B between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., and Wathen Castanos Peterson Coastal. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- ~~(3) Adopting Resolution No. 2023, approving a Professional Services Agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding parking lot and coastal access trail improvements at the Fort Ord Dunes State Park. (This item is exempt from environmental review per §15378 of the CEQA guidelines).~~ **Pulled by Council Member Biala, becomes agenda item 13e**
- (4) Adopting **Resolution No. 2023-128**, authorizing the City Manager to enter into an agreement between the City and WCP Developers, Inc. for the Fair-Share contribution to the Salinas Avenue Improvement Project. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- ~~(5) Adopting Resolution No. 2023, approving a professional services agreement between the City of Marina and BEK Collective Inc. for preparing conceptual designs for the primary points of entry into the City and the Airport. (This item is exempt from environmental review per §15378 of the CEQA guidelines).~~ **Pulled by Council Member McCarthy, becomes agenda item 13f**

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS:

- (1) Adopting **Resolution No. 2023-129**, approving the Phase 4B Final Map for Sea Haven Development Project Subdivision. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

j. REPORTS: (RECEIVE AND FILE):

- (1) Adopting **Resolution No. 2023-130**, receiving and filing the 2023 Information Report on the adjustment of mitigation fees for new development. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Council Member Biala pulled agenda items 10f(1) and 10g(3), had question on 10g(5)

Council Member McCarthy pulled agenda item 10g(5)

Staff pulled agenda item 10g(1), item to be heard on December 19, 2023

MEDINA DIRKSEN/BIALA: TO APPROVE THE CONSENT AGENDA MINUS 10f(1), 10g(1), 10g(3) AND 10g(5). 5-0-0-0 Motion Passes

11. **PUBLIC HEARINGS:** *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
 - a. Open a public hearing and consider adopting **Resolution No, 2023-131**, approving the Sixth Cycle Housing Element and forward it to State HCD to begin a sixty (60)-day review period and find the project exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Public Comments:

- Gabriel Sanders, Monterey Economic Partnership – watching the City of Marina go through the housing element update process and it's been one of the most pleasantly surprising processes. We applaud you and Monterey Economic Partnership is always here to help. We have some interesting ideas that we look forward to discussing with you.

MCCARTHY/BIALA: TO ADOPT RESOLUTION NO, 2023-131, APPROVING THE SIXTH CYCLE HOUSING ELEMENT AND FORWARD IT TO STATE HCD TO BEGIN A SIXTY (60)-DAY REVIEW PERIOD AND FIND THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES. 5-0-0-0 Motion Passes

- b. Open a public hearing and consider introducing Ordinance No. 2023-14, amending Title 10 of the Marina Municipal Code to regulate Mobile Food Vending and sidewalk vending. The proposed amendments are exempt from CEQA per section 15060(c)(2) and 15061(b)(3).

Public Comments:

- Grace Silva-Santella – Noted the Friends of the Marina Library hold events at the library and asked if food trucks would be allowed at the library for special events?
- Tanja Roos – Asked if an incentive could be done to promote healthier foods served in food trucks?

Council discussed extending hours passed 10:00 pm, exemptions for food trucks in construction site areas, reduction of sidewalk clearance, competition with mom & pop shops, regulating sidewalk vendors, smoking withing 40-feet of food trucks, location of food trucks in disadvantage areas in the community.

DELGADO/MCCARTHY: TO INTRODUCE ORDINANCE NO. 2023-, AMENDING TITLE 10 OF THE MARINA MUNICIPAL CODE TO REGULATE MOBILE FOOD VENDING AND SIDEWALK VENDING WITH MODIFICATIONS TO:

1. **SECTION 10.46.050(b)(7), EXTENDING BUSINESS HOURS TO 11:00 PM; AND**
2. **MODIFYING SECTION 10.46.050(b)(11) REDUCING CLEARANCE FROM SIX FOOT TO FIVE FOOT; AND**
 - a. **DO A 6-MONTH POST PASSAGE EVALUATION (MAY15, 2024)**
 - b. **LOOK INTO PROXIMITY TO OTHER BRICK-AND-MORTAR RESTAURANTS.**

- c. LOOK INTO INCENTIVES FOR ESTABLISHING FOOD TRUCKS FOR EXISTING MARINA BUSINESSES/RESTAURANTS.
- d. NOTIFICATION TO BRICK-AND-MORTAR FOOD ESTABLISHMENTS OF FOOD TRUCK VENDOR IN AREA.
- e. ALLOW FOOD VENDING IN SOUTH PARK AREA OF THE DUNES.
- f. NO SMOKING SIGNS TO BE POSTED ON FOOD TRUCKS.

5-0-0-0 Motion Passes by Roll Call Vote

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

City Council rearranged Other Action Agenda to hear agenda item 13b first.

13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting Resolution No. 2023-, approving Mayor's 2024 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards. *(This item is exempt from environmental review per §15378 of the CEQA guidelines. Continued to December 19, 2023)*
- b. Receive a presentation on the results of the odor attribution study and provide directions on any further action. *This item is exempt from environmental review per §15378 of the CEQA guidelines)*

Public Comments:

- Philippe Melter, GM of ReGen – Provided history of the ReGen and Recycling facility going back to 1951 to current. Were pleased that the city took ReGen's recommendation to conduct the odor study and appreciate the work from SCS Engineering. ReGen, has reviewed the recommendations given by the consultants, taken into consideration into our daily operation. We look forward to serving the community as long as there is a need for waste disposal and will continue to work with the city and residents to be good neighbors. ReGen will continue to work with federal, state, local and regional agencies to be compliant as we are today to make sure that our efforts reduce and mitigate orders.
- Paul Shuto, GM Monterey One Water – Agrees with previous speaker. Monterey One has been out there since 1990 and we're a partner in the community. Monterey One Water is here to help and want an adequate resolution for all the citizens of Marina as well as for those essential services that we represent.
- Grace Silva-Santella – Spoke about being one of the odor testers for this study. Noticed a tremendous improvement in the past year. Commented about Greg Simmons being very active in working with staff. Grateful that there are solutions being suggested. Biggest concern is the increase in food waste coming to the landfill and the potential impact.

9:55 PM

DELGADO/VISSCHER: TO COMPLETE THIS ITEM (13b) AND HEAR THE PRESENTATION FOR ITEM 11c AND MAKE A DECISION ON WHERE TO PROCEED AFTER. 4-1(Biala)-0-0 Motion Passes

Substitute Motion

Biala/McCarthy: to continue to finish this agenda item and just to hear the presentation of the median and not go for discussion. 1-4(Visscher, McCarthy, Medina Dirksen, Delgado)-0 Substitute Motion fails.

DELGADO/MCCARTHY: THAT HAVING RECEIVED THIS PRESENTATION THAT, WE DIRECT STAFF TO HELP US FORM A SUBCOMMITTEE WITH COUNCILMEMBER MCCARTHY AND I TO SORT THROUGH THE RECOMMENDATIONS FROM THIS STUDY AND COME UP WITH A SORT OF A POSITION ASK TO REGEN AND MONTEREY ONE WATER AS FAR AS WHERE WE'D LIKE TO GO NEXT. 5-0-0-0 Motion Passes

- c. Adopting Resolution No. 2023-, receiving a presentation for the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape, and providing input on the design for the proposed projects. *(Not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061)*

City Council received the presentation on the Del Monte Medians and Multimodal Road Diet Traffic Analysis with no discussion and adjourned the meeting at 11:57 PM

- d. ~~Adopting Resolution No. 2023, approving regular City Council meeting schedule for 2024 Calendar Year.~~ *(This item is exempt from environmental review per §15378 of the CEQA guidelines).* ***Pulled by Council Member Biala, was agenda item 10f(1). Continued to December 19, 2023***
- e. ~~Adopting Resolution No. 2023, approving a Professional Services Agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding parking lot and coastal access trail improvements at the Fort Ord Dunes State Park.~~ *(This item is exempt from environmental review per §15378 of the CEQA guidelines).* ***Pulled by Council Member Biala, was agenda item 10g(3). Continued to December 19, 2023***
- f. ~~Adopting Resolution No. 2023, approving a professional services agreement between the City of Marina and BEK Collective Inc. for preparing conceptual designs for the primary points of entry into the City and the Airport.~~ *(This item is exempt from environmental review per §15378 of the CEQA guidelines).* ***Pulled by Council Member McCarthy, was agenda item 10g(5). Continued to December 19, 2023***

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. ~~Monterey County Mayor's Association [Mayor Bruce Delgado]~~
- b. ~~Council reports on meetings and conferences attended (Gov't Code Section 53232).~~

15. ADJOURNMENT: The meeting adjourned at 11:57 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

December 9, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**ADOPTING RESOLUTION NO. 2023-, APPROVING CHANGES TO THE
HYDROSEED MIXTURES FOR THE HILLTOP PARK AT THE DUNES**

REQUEST: It is requested that the City Council consider:

1. adopting Resolution No. 2023-, approving changes to the hydroseed mixtures for the Hilltop Park at The Dunes.

BACKGROUND:

At the regular meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving the amendment to the University Village (now The Dunes on Monterey Bay) Phase 2 Tentative Map. The amendment included conceptual layouts of the City Park within Phase 2 known as Hilltop Park.

City Council received a presentation and approved the conceptual plan, with the exception of vegetation, for the Hilltop Park on April 20th, 2021. As part of the Resolution 2021-36, the City Council directed the formation of an ad hoc committee to develop recommendations specific to “trees, grasses, forbs and shrubs, which is all plant material to be incorporated in the development of the Hilltop Park at The Dunes.”

The Ad Hoc Committee consisting of representatives of the City Council (Mayor Bruce Delgado), Recreation and Cultural Services Commission (Chair Darlena Ridler, Commissioner Jeff Uchida), Public Works Commission (Commissioner Mike Owen), Tree Committee (Committee Member Greg Simmons), Marina Tree and Garden Club (Juli Hoffman and Grace Silva-Santella), Citizens for Sustainable Marina (Karen Andersen), along with Dr. Fred Watson met on May 26th, 2021. The ad hoc committee received a presentation from the Dunes landscape design team deliberated and provided recommendations to the City Council.

The City Council, at the June 15th, 2021 meeting, approved the recommendations of the ad-hoc committee except for the proposed plant lists (Resolution 2021-73). The City Council appointed Mayor Delgado and Dr. Fred Watson to serve as liaisons between the developer and ad-hoc committee as the plant lists were being prepared by the developer’s landscape architect.

The liaisons met with staff and the development team on September 24, 2021. The developer’s landscape architect presented the preliminary planting list and a map identifying areas of the park for the various types of planting. The liaisons provided input to the development team.

The liaisons met with staff and the development team on December 3, 2021. The developer’s landscape architect presented the revised planting list and clarified the approach for hydroseeding graded areas of the park. The liaisons provided input to the development team.

The liaisons provided a progress report to the ad-hoc committee on December 16, 2021. The planting lists and map identifying areas of the park for the various types of planting were presented. The members of the ad-hoc committee provided recommendations for changes to be incorporated into the planting lists and planting areas.

The liaisons met with staff and the development team on April 4, 2022. The developer’s team presented a feasible alignment of the trail from 9th Street to the hilltop viewing area to retain as much existing native vegetation as possible. Revisions to planting lists were presented.

The liaisons provided a progress report to the ad-hoc committee on April 21, 2022. The developer's landscape architect presented the revised planting lists. The ad-hoc committee provided direction on the planting lists to the Developer and City staff.

The City Council approved the final design changes, including the hydroseed mixtures, for the Hilltop Park on May 17th, 2022 (Resolution 2022-60).

ANALYSIS:

The Hilltop Park is under construction and graded slopes need to be hydroseeded for stabilization. Some of the seed varieties specified by the City Council are not currently available. The Developer has submitted an alternative seed mixture for approval (**EXHIBIT A**). The alternative seed mix increases the available seed varieties in proportion to the original seed requirements. The tables below compare the original hydroseed mixtures and the proposed hydroseed mixtures.

Area 1 (Sloped Areas, ~5.75 Acres)

APPROVED LBS./ACRE	PROPOSED LBS./ACRE	BOTANICAL (COMMON NAME)
1.5	1.78	AMISPON GLABER (DEERWEED)
2	2.37	ARTEMISIA CALIFORNICA (CALIFORNIA SAGEBRUSH)
		CAMISSONIOPSIS CHEIRANTHIFOLIA (BEACH EVENING PRIMROSE)
1.5	1.78	
5.5	6.51	ELYMUS GLAUCUS (COASTAL BLUE WILDRYE)
4	0	ERIOGONUM LATIFOLIUM (COAST BUCKWHEAT)
2	2.37	ERIOGONUM PARVIFLORUM (SEACLIFF BUCKWHEAT)
		ERIOPHYLLUM STAEDHADIFLOIUM (SEASIDE WOOLY SUNFLOWER)
1.5	1.78	
4	0	ERICAMERIA ERICOIDES (MOCK HEATHER)
		ESCHSCHOLZIA CALIFORNICA VAR. MARITIMA (COAST CA POPPY)
3	3.55	
4	4.75	FESTUCA IDAHOENSIS (COASTAL IDAHO FESCUE)
4	4.74	LUPINUS ARBOREUS (ARROYO LUPINE)
		DIPLACUS (MIMULUS) AURANTIACUS (STICKY MONKEYFLOWER - ORANGE)
2	2.37	
2	2.37	SALVIA MELLIFERA (BLACK SAGE)
2	2.37	SISYRINCHIUM BELLUM (BLUE-EYED GRASS)
5	5.92	STIPA CERNUA (NODDING STIPA)
7.5	8.88	STIPA PULCHRA (PURPLE NEEDLEGRASS)

Area 2 (Hilltop, ~0.75 Acres)

LBS./ACRE	SEED TOTALS	BOTANICAL (COMMON NAME)
1.25	0	ABRONIA LATIFOLIA (COASTAL SAND VERBENA)
1.25	0	ABRONIA UMBELLATA (PINK SAND VERBENA)
1.5	2.06	ARMERIA MARITIMA (SEA THRIFT)
1	1.38	ACMISPON AMERICANUS (SPANISH CLOVER)

1	1.38	CAMISSONIOPSIS CHEIRANTHIFOLIA (BEACH EVENING PRIMROSE)
1.5	2.06	CROTON CALIFORNICUS
4	5.5	DESCHAMPSIA CESPITOSA HOLCIFORMIS (COASTAL HAIRGRASS)
2	2.75	ERIGERON GLAUCUS (SEASIDE DAISY)
2.5	3.44	ESCHSCHOLZIA CALIFORNICA VAR. MARITIMA (COAST CALIFORNIA POPPY)
4	5.5	FESTUCA IDAHOENSIS (COASTAL IDAHO FESCUE)
5	0	HORKELIA CUNEATA (WEDGELEAF HORKELIA)
4	5.5	LUPINUS NANUS (SKY LUPINE)
6	0	POA DOUGLASII (DOUGLAS BLUEGRASS)
2.5	3.44	KOELERIA MACRANTHA (JUNEGRASS)
2	2.75	SISYRINCHIUM BELLUM (BLUE-EYED GRASS)
4	5.5	STIPA CERNUA (NODDING NEEDLEGRASS)
6	8.25	STIPA PULCHRA (PURPLE NEEDLEGRASS)

The developer will maintain the installed landscaping for a period of two years.

ENVIRONMENTAL COMPLIANCE:

The approval of changes to the hydroseed mixture is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

FISCAL IMPACT:

MCP is fully funding the construction of Hilltop Park. Per the Tentative Map Conditions of Approval, Hilltop Park will then be owned and maintained by the City.

CONCLUSION:

This request is submitted for City Council consideration.

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MARINA
RECEIVING A REPORT ON THE HILLTOP PARK RECOMMENDATIONS
FROM THE AD-HOC COMMITTEE AND CITY COUNCIL APPOINTED AD-
HOC COMMITTEE LIAISONS AND PROVIDING DIRECTION FOR THE FINAL
DESIGN OF THE HILLTOP PARK AT THE DUNES

WHEREAS, at the regular meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving the amendment to the University Village (now The Dunes on Monterey Bay) Phase 2 Tentative Map. The amendment included conceptual layouts of the City Park within Phase 2 known as Hilltop Park, and;

WHEREAS, the City Council received a presentation and approved the conceptual plan, with the exception of vegetation, for the Hilltop Park on April 20th, 2021. As part of the Resolution 2021-36, the City Council directed the formation of an ad hoc committee to develop recommendations specific to “trees, grasses, forbs and shrubs, which is all plant material to be incorporated in the development of the Hilltop Park at The Dunes, and;

WHEREAS, the City Council, at the June 15th, 2021 meeting, approved the recommendations of the ad-hoc committee except for the proposed plant lists (Resolution 2021-73). The City Council appointed Mayor Delgado and Dr. Fred Watson to serve as liaisons between the developer and ad-hoc committee as the plant lists were being prepared by the developer’s landscape architect, and;

WHEREAS, the City Council approved the final design changes, including the hydroseed mixtures, for the Hilltop Park on May 17th, 2022 (Resolution 2022-60), and;

WHEREAS, The Hilltop Park is under construction and graded slopes need to be hydroseeded for stabilization. Some of the seed varieties specified by the City Council are not currently available. The Developer has submitted an alternative seed mixture for approval (**Exhibit A**). The alternative seed mix increases the available seed varieties in proportion to the original seed requirements.

NOW, THEREFORE BE IT FURTHER RESOLVED the City Council approves the proposed changes to the hydroseed mixtures for the Hilltop Park at The Dunes.

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

AYES: COUNCILMEMBERS:

NOES: COUNCIL MEMBERS:

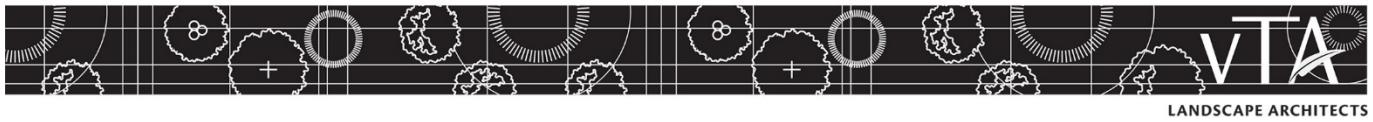
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



Memorandum

Memo No. 01

Date: December 07, 2023
Project: Dunes on Monterey Bay (Phase 2 East-Hilltop Park)
Marina, CA

To: Shea Homes
2630 Shea Center Drive
Livermore, CA 94550

Attention: Guido Persicone, Community Development Director

RE: Hydroseed Mix Update for Hilltop Park

This memo is a request by Shea Homes to address the final hydroseed mix for Hilltop Park and seeds originally considered on the approved landscape plans which are not currently available.

Per Pacific Coast Seed's attached letter to Perma-Green Hydroseeding Inc., seed material unavailable is noted and increasing the other seed item amounts proportionally is recommended.

Also, there is one alternative species to replace *Croton californicus* which is unavailable and is *Croton setigerus* which is an annual herb and not recommended as a replacement. Plant substitutions are not approved at this time as they were not part of the original Hydroseed Mix approval for Hilltop Park.

Per the City's Council resolution 2022-60 and as stated in the meeting minutes dated May 17, 2022, we're obligated to seed material that is commercially available locally and as such recommend approval of the plant seed currently available as shown per the attached letter from Pacific Coast Seed except for as noted above.

If you have any questions or need clarification for the revision outlined above, please give me a call to discuss.

Sincerely,

vanderToolen associates

Byron A. Williams, PLA
Associate Principal

Cc. Jack Gao
Don Hofer
Curt Honodel
Doug Yount



Perma-Green Hydroseeding, Inc.
7096 Holsclaw Road
Gilroy, CA 95020

November 30, 2023

Re: Hilltop Park

Dear Christy:

Thank you for choosing Pacific Coast Seed, Inc. as your seed supplier for the above referenced project. This letter is to acknowledge that Pacific Coast Seed, Inc. has received your request for a letter of certification for the above referenced project. We will be providing the seed items in accordance with California and Federal seed laws. The seed items specified will consist of the following:

~5.75 Ac

Bulk/ lbs	Note (1)	Seed
1.50	1.78	Amispon glaber, Deerweed
2.00	2.37	Artemisia californica, California Sagebrush
1.50	1.78	Camissoniopsis cheiranthifolia, Beach Evening Primrose
5.50	6.51	Elymus glaucus, Coastal Blue Wildrye
4.00	0	Eriogonum latifolium, Coastal Buckwheat (1)
2.00	2.37	Eriogonum parvifolium, Seacliff Buckwheat
1.50	1.78	Eriophyllum staedhadifloium, Seaside Sunflower
4.00	0	Ericameria eriocoides, Mock Heather (1)
3.00	3.55	Eschscholzia Californica var maritima, California Poppy
4.00	4.74	Festuca idahoensis, Idaho Fescue
4.00	4.74	Lupinus arboreus, Arroyo Lupine
2.00	2.37	Mimulus aurantiacus, Monkey Flower
2.00	2.37	Salvia mellifera, Black Sage
2.00	2.37	Sisyrinchium bellum, Blue- Eyed Grass
5.00	5.92	Stipa cernua, Nodding Stipa
7.50	8.88	Stipa pulchra, Purple Needlegrass

(1) These items are unavailable. We suggest increasing all other items proportionately.

~0.75 Ac

Bulk/ lbs	Note (1)	Seed
1.25	0	Abronia latifolia, Coastal Sand Verbena (1)
1.25	0	Abronia umbellatum, Pink Sand Verbena (1)
1.50	2.06	Armeria maritima, Sea Thrift
1.00	1.38	Acmispon americanus, Purshing Lotus
1.00	1.38	Camissoniopsis cheiranthifolia, Beach Primrose
1.50	2.06	Croton californicus, California Croton (2)
4.00	5.50	Deschampsia cespitosa holciformis, Coastal Hairgrass
2.00	2.75	Erigeron glaucus, Seaside daisy
2.50	3.44	Eschscholzia californica var. maritima, California Poppy
4.00	5.50	Festuca idahoensis, Coastal Idaho Fescue
5.00	0	Horkelia cuneata, Wedgeleaf Horkelia (1)
2.50	3.44	Koleria macrantha, June Grass
4.00	5.50	Lupinus nanus, Sky Lupine
6.00	0	Poa douglasii, Douglas Bluegrass (1)
2.00	2.75	Sisyrinchium bellum, Blue-Eyed Grass
4.00	5.50	Stipa cernua, Nodding Needlegrass
6.00	8.25	Stipa pulchra, Purple Needlegrass

(1) These items are not available. We suggest increasing all other items proportionately.

(2) This item is unavailable. We suggest using Croton setigerus.

Thank you again for choosing Pacific Coast Seed, Inc. as your seed supplier for this project. We look forward to working with you on future projects.

Sincerely,

Pacific Coast Seed, Inc.

Patricia L. Gomez
Sales Manager

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL CONSIDER AMENDMENT TO CONCESSIONAIRE
AGREEMENT WITH CHAPARRAL COUNTRY CORPORATION**

RECOMMENDATION:

It is recommended that the City Council consider:

1. An amendment to the concessionaire agreement with Chaparral Country Corporation, Inc. to modify the insurance requirement to correspond to commercially-feasible coverage; and
2. Authorizing the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City of Marina (City) owns property at 5th Avenue and 9th Street known as the “Marina Equestrian Center Park” (MEC Park). The City issued a Request for Proposals (RFP) for a concessionaire to operate an equestrian facility at MEC Park and ultimately selected Chaparral Country Corporation, Inc. (Chaparral) in August 2021. The parties entered into a concession agreement (Agreement) on December 30, 2022.

Currently, the Agreement requires Chaparral to carry Commercial General Liability (CGL) Insurance with limits of no less than \$5,000,000 per occurrence, as well as coverage for automotive liability, workers’ compensation, property insurance and sexual abuse or molestation. Chaparral has provided certificates of insurance in all categories, but has not been able to obtain this level of GCL coverage and has limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

DISCUSSION:

Over the past several months, City staff has been in discussions with Chaparral and its insurance representative, to determine whether the amount of GCL coverage required can be obtained. They have consistently represented that the coverage is not commercially feasible. In addition, City staff has consulted with its risk pool, Monterey Bay Area Self Insurance Authority (MBASIA), and administrator, Alliant Insurance Services, Inc., to determine whether the required coverage of \$5,000,000 threshold is commercially feasible. If the insurance is not feasible or available, then Chaparral does not have the ability to comply with this provision of the Agreement and the parties should revisit this requirement.

In reviewing this issue again with MBASIA, they reported that the insurance coverage obtained by Chaparral is the industry standard for a small operation such as theirs at MEC Park and that they were comfortable with the coverage level secured by Chaparral with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Of note, the City’s agreement with the Marina Equestrian Association only required GCL coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The industry standard for large horse groups, by contrast, is higher.

In this case, a requirement for additional insurance would be commercially infeasible – not only for Chaparral but for any other concessionaire at MEC Park. Accordingly, Chaparral does not have the ability to comply with this provision of the Agreement.

Accordingly, City staff recommends the insurance provisions of the Agreement be modified to correspond to the amount of insurance that is commercially feasible. As the term of the Agreement is for five years, an additional provision can be added to review the amount of insurance coverage at specified intervals and increase the amount of insurance if needed, and as it becomes more readily available.

CEQA:

This amendment is not subject to California Environmental Quality Act (CEQA) as it is not a “project” pursuant to Section 15378 of the CEQA Guidelines.

FISCAL IMPACT:

None identified.

CONCLUSION:

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

Respectfully submitted,

Layne Long
City Manager
City of Marina

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
December 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING MOU LABOR AGREEMENT BETWEEN THE CITY OF
MARINA AND THE MARINA POLICE OFFICERS' ASSOCIATION AND
A COMPENSATION PLAN FOR UNREPRESENTED AND
CONFIDENTIAL EMPLOYEES, INCLUDING AN AMENDMENT TO
CITY SALARY SCHEDULE FOR FISCAL 2023/24**

RECOMMENDATION

It is recommended that the City Council:

1. Adopt Resolution No. 2023-, approving an MOU between the City and the Marina Police Officers' Association (MPOA) (**"EXHIBIT A"**), and
2. Adopting a Compensation Plan with Unrepresented and Confidential Employees, and;
3. Authorizing adjustments to the current Salary Schedule and Compensation Plan for the respective groups (**"EXHIBIT B"**) (**EXHIBIT C"**), and;
4. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND

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

Additionally, during the last year several employees were classified as Unrepresented and/or Confidential, changes to salary and benefits for these classifications have also been discussed. The final MOU for the MPOA and the Compensation Plan for the Unrepresented and Confidential employees is now before the City Council for approval.

Under Government Code, §3562(d), a "Confidential employee" means any employee who is required to develop or present management positions with respect to meeting and conferring or whose duties normally require access to confidential information which contributes significantly to the development of those management positions.

Classifications are considered confidential if the employee: a) regularly participates in grievance, investigations, responses to PRAs that may include confidential information and/or maintains employee files; or b) is directly involved with meet and confer sessions, including participating in management discussions in developing, evaluating, or preparing financial information to determine the City's position. Confidential employees are not represented by an exclusive bargaining representative.

For the City of Marina, Confidential Employees include:

Executive Assistant
Payroll Technician
Deputy City Clerk
Human Resources Analyst
Financial Analyst (2)
Accounting Services Manager

ANALYSIS

The policy goals communicated to the negotiating team by the City Council for this negotiation included recognizing employee commitment and dedication to the City with compensation increases and benefit contribution increases to better align with the job market and increased cost of living. The labor market has changed, competitive employee attraction and retention efforts are necessary and staffing shortages are affecting all industries. This alignment is intended to enhance employee retention and provide competitive recruitment efforts. In March of 2023, the City initiated a compensation survey for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with 8 other comparable cities, similar in size, demographics, and services to the public (2 additional public agencies were used for classifications with limited comparable agencies).

The proposed MOU reflects the agreement reached with the MPOA. The MOU presented for City Council approval has been approved by the Association's governing board and their respective memberships. City staff was able to reach agreement with the MPOA for a two-year term. Agreements set for two-year terms are advantageous, as they promote stability within the organization and enable the City to more accurately forecast salary expenditures over the next two years. The effective dates are as of July 1, 2023, through June 30, 2025.

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

MPOA

1. Term – July 1, 2023 – June 30, 2025
2. Salary - **Year 1**
 - 4% increase effective the first pay period after July 1, 2023.
 - 2% Equity Adjustment the first pay period after July 1, 2023.**Year 2**
 - 4% increase effective the first pay period after July 1, 2024.
 - 1% Equity Pay
3. Health Benefits – Increase to employer contributions (varies by plan level).
4. Holiday – additional holiday added June 19th, in observation of Juneteenth.
5. Language clean-up and clarification.

Unrepresented and Confidential Employees

1. Salary – 4% increase effective the first full pay period after July 1, 2023
4% increase effective the first full pay period after July 1, 2024.
2. Health Benefits – 75% of lowest cost premium offered by the City.
3. Holiday – additional holiday added June 19th

Fiscal impact

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

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

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

Respectfully submitted,

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

REVIEW AND CONCUR:

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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE BELOW EMPLOYEE AND LABOR GROUPS:

Marina Police Officers' Association (MPOA),
Unrepresented and Confidential Employees,

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Police Officers' Association (MPOA) labor group expired on June 30, 2023; and

WHEREAS, the City of Marina and Marina Police Association (MPOA) labor group have met and conferred in good faith and have reached tentative agreements to approve a new Memorandum of Understanding (Exhibit A); and

WHEREAS, in 2022 specific classification were designated Unrepresented and Confidential; and

WHEREAS, the Unrepresented and Confidential employees' salary and benefits vary by classification, the City has created a Compensation Plan to list the salary and benefit changes (Exhibit B) and (Exhibit C); and

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

WHEREAS the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

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

1. Authorize the City Manager to execute new Memorandums of Understanding between the City of Marina and Marina Police Officers' Association (MPOA); and
2. Authorize the Unrepresented and Confidential Employees Compensation Plan, to include salary and benefit changes; and
3. Authorize adjustments to the City Salary Schedule and Compensation Plan; and
4. Authorize the Finance Director to make appropriate accounting and budgetary entries.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF MARINA
AND
MARINA POLICE OFFICERS'
ASSOCIATION**

July 1, 2023 through June 30, 2025

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MARINA

AND

MARINA POLICE OFFICERS' ASSOCIATION

July 1, 2023 through June 30, 2025

ARTICLE I: PREAMBLE

We, the undersigned, duly appointed representatives of the City of Marina and of the Marina Police Officers Association, a recognized employee organization, hereinafter referred to as “City” and “Association” or “POA”, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Association and apply to the City of Marina sworn police employees designated to be represented by the Association.

This Memorandum of Understanding is entered into as of July 1, 2023, between the City of Marina, and the Marina Police Officers 'Association.

ARTICLE II: RECOGNITION

The City recognizes the Association as the exclusive bargaining agent, for the purposes of establishing salaries, wages, hours and other conditions of employment, for all Police Officers, Corporals, Sergeants and other such individuals who are assigned to this bargaining unit.

ARTICLE III: PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the terms of this Agreement unless changed by mutual consent.

ARTICLE IV: MANAGEMENT RIGHTS

Nothing herein contained shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others; departments, commissions and boards; Set standards of service; Direct its employees; Take disciplinary action; Relieve its employees from duty because of lack of work or for other legitimate reasons; Maintain the efficiency of governmental operations; Determine the methods, means and personnel by which government operations are to be conducted; Take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE V: NON-DISCRIMINATION

The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the City encourage membership in another Union or Association.

The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, genetic information, religion, political affiliation or any protected classification under the law.

ARTICLE VI: ADMINISTRATIVE PROCEDURE

Section 1. Payroll Deductions on Behalf of Union:

The Association may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by the Association upon written authorization of the employees in the unit represented by the Association on forms provided therefor by the City Finance Department. The providing of such service to the Association by the City shall be in accordance with applicable administrative procedures.

Section 2. Use of Copy Machine:

The Association shall have access to the City's copy machine for reproducing Association material. Copies may be obtained through the City Receptionist, who will make the copies and retain a record for billing purposes. The City shall charge five cents per copy, to be billed to the Association periodically.

ARTICLE VII: SALARY AND ADMINISTRATION OF PAY PLAN

Section 1. Wages:

- a. General Salary Increase (Year One): Effective the first full pay period after July 1, 2023, all unit classifications shall receive a general salary increase of four percent (4.0%).
- b. Equity Adjustment (Year One): Effective the first full pay period after July 1, 2023, all unit classifications shall receive an equity/market salary adjustment of two percent (2.0%), bringing the total increase for Year One to six percent (6.0%).
- c. General Salary Increase (Year Two): Effective the first full pay period after July 1, 2024, all unit classifications shall receive a general salary increase of four percent (4.0%).

- d. Equity Adjustment (Year Two): Effective the first full pay period after July 1, 2024, all unit classifications shall receive an equity/market salary adjustment of one percent (1.0%), bringing the total increase for Year Two to five percent (5.0%).

Section 2. Schedule of Movement Through Ranges:

Step "A" represents the starting level of pay. After six (6) months of service, the employee's performance shall be evaluated by his or her supervisor, and the employee shall receive a merit increase to Step "B" if an overall evaluation of "competent" or above is obtained; thereafter, or if an employee is hired at Step "B" or above, performance shall be reviewed on an annual basis, and a merit increase shall be awarded if an overall evaluation of "competent" or above is obtained.

Section 3. Longevity Compensation:

After ten (10) years of accumulated service with the City, an employee shall receive an additional five (5) percent in compensation.

The parties agree that to the extent permitted by law, this is a special compensation and the City shall report this pay to CalPERS as Longevity Pay under 2 C.C.R. 571(a)(1) and 2 C.C.R. 571.1(b)(1).

Section 4. Work Week:

A. The Police Chief has the right to modify the schedules of bargaining unit members at any time to meet the best interest of the City. For changes to individual schedules the Chief shall provide at least ten (10) days' notice prior to making any significant change to the schedule of a bargaining unit member. Changes to the scheduling plan itself (i.e. from a 3/12 plan to a 4/10 plan, or some other methodology of scheduling) would be subject to the meet and confer collective bargaining process. Current schedules are specified below

(1) Those officers assigned to the Police Operations Division will have a basic 40-hour work week with a 5-day, 8-hour working schedule ("5/8 schedule") except as described below.

(2) Those officers assigned to Patrol duties shall work a 3-day, 12 hour working schedule ("3/12 schedule") as determined by the Police Chief in coordination with the Association.

B. Detective Schedule.

The Police Chief may approve alternate work schedules for detectives within his or her sole discretion.

Section 5. Overtime/Call-Back/Compensatory Time/Detective On-Call:

It is the intent of this Section to formalize the practices relating to overtime/call-back/compensatory time but not to change any such existing practice.

A. The Police Division shall be on a 28-day work period, as permitted by 29 United States Code §207 (k) of the Fair Labor Standards Act ("FLSA"). Accordingly, any hours

worked in excess of 171 during a 28-day period shall be considered to be overtime ("FLSA overtime"). All time worked in excess of an officer's working schedule as defined in Section 3 above shall be considered to be overtime.

B. Compensatory Time Off, Vacation and Sick Leave shall be counted as "hours worked" for the purpose of computing overtime.

C. Overtime and Call-Back time for bargaining unit members shall be at the rate of time and one-half computed paid to the quarter hour for any fraction thereof worked. All FLSA overtime shall be paid in the pay period coinciding with the end of the 28-day work period.

D. At the time an officer submits his or her time sheet, the officer shall elect whether to receive pay or Compensatory Time for any overtime.

E. Compensatory Time may be accrued to a maximum of 120 hours. Employees who have reached their maximum Compensatory Time Off accumulation shall be paid overtime in cash until the balance falls below the maximum. . Compensatory Time Off may be taken in conjunction with Vacation Leave, at the discretion of the Police Chief.

F. Call-backs shall be paid at the overtime rate based on a three (3) hour minimum. Call-back does not include coming in for scheduled overtime or a call-in to work a regular shift. Scheduled overtime means no less than seven (7) calendar days' notice. City will limit Department-wide Staff meetings to four times a year.

G. Detective On-Call Pay: A detective who is assigned to be on-call shall receive on-call compensation in the amount of \$240 for the whole week and shall be required to remain within a 30- minute call back time and ready to work if called in.

Section 6. Court Time:

The following provisions govern pay for court appearances:

(1) If court time starts less than two (2) hours prior to the start of a regular scheduled shift, bargaining unit members are paid for time spent only, at time and one-half (1-1/2).

(2) If court time starts two (2) hours prior to start of regular shift, bargaining unit members shall receive the four (4) hour minimum at time and one-half (1-1/2).

(3) If court time starts during member's shift and continues beyond that shift, member shall receive time and one-half (1-1/2) for that court time.

Section 7. Trailing Time:

If a bargaining unit member is assigned to "trail" a case, he or she will be required to report to work and will be assigned duties within the Department which will allow the Officer flexibility to make court appearances.

Section 8. Pay for Working Out of Grade:

Bargaining unit members shall be compensated for working out of classification after 120 consecutive shift hours of work in the higher classification. Advance written approval of the City

Manager or Chief of Police shall be required. The employee shall receive a minimum of five percent and a maximum of 7.5 percent (7.5%) increase in pay over his or her permanent grade.

The parties agree that to the extent permitted by law, this is a special compensation and the City shall report this pay to CalPERS for Classics only as Temporary Upgrade Pay under 2 C.C.R. 571(a)(3).

Section 9. Educational Incentive:

Bargaining unit members shall be awarded an educational incentive based on individual educational achievement levels. The incentive shall be awarded as a percent of base pay at the following rates for the below listed educational accomplishments:

Associate Degree in Police-related field	2.5%
Bachelor's Degree in Police related Field	2.5% (Only one Bachelor's Degree applies)
Master's Degree in Police related Field	2.5% (Only one Master's Degree applies)
Intermediate POST Certificate	2.5%
Advanced POST Certificate	2.5%
POST Supervisory Certificate.....	2.5%

No members shall receive more than 7.5% in educational incentive pay.

Members in this bargaining group hired on or before June 30, 2021 and who receive Administrative of Justice certification incentive pay shall continue to receive the 2.5% incentive pay but shall not receive more the 7.5% incentive pay for certifications.

The parties agree that this is special compensation and to the extent permitted by law, the City shall report this pay to CalPERS as Educational Incentive under 2 C.C.R. 571(a)(2) and C.C.R. 571.1 (b)(2).

Section 10. Tuition Reimbursement:

All association members shall be eligible for the City's Educational Incentive Programs.

Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from the Chief of Police. Classes will be approved for reimbursement so long as they are determined to be job related or required as a part of a degree program. Disputes regarding course approval will be submitted to Human Resources.
- b. Any employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time. The City will encourage enrollment through a tuition and reimbursement plan with a maximum of \$2,000 per fiscal year.
- c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work

requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by Human Resources.

d. Employees may take courses from public or private schools, colleges, or universities which are accredited under the auspices of the Council on Post-Secondary Education, when such courses are undertaken for the purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

Section 11. Uniform Allowance:

A uniform allowance of \$600 per year shall be provided. The allowance shall be paid to bargaining unit members on a bi-weekly basis. Bargaining unit members shall be provided with uniforms and equipment. Bargaining unit members assigned to Investigations shall receive an additional \$25 per month, paid bi-weekly.

The parties agree that, to the extent permitted by law, this is special compensation and the City shall report this pay to CalPERS for Classic members only as Uniform Allowance under 2 C.C.R. 571 (a)(5).

Section 12. Bilingual Pay:

One hundred eight dollars and 33 cents (\$108.33) per month shall be granted to employees in the bargaining unit who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for bilingual pay under this section shall be determined by successfully passing the English-Spanish interpreter's oral test administered by the County of Monterey or other approved agency. The Chief has the right to authorize bilingual pay for languages other than Spanish where the Chief determines other language skills are needed to provide essential police services for the City. The decision to authorize additional bilingual pay is within the sole discretion of the Chief. Employees must qualify for bilingual pay in accordance with this section

Generally, qualified employees should be distributed by shift in order to maximize availability in order to assist the public. The Police Department and Association will develop allocation policy within staffing.

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

Section 13. Differentials/Premiums

The Police Chief may make special assignments in his/her discretion. Reassigning staff in or out of the premium assignment shall not be considered to be punitive. The following premiums are effective for assignments following ratification and approval of this Agreement:

1. Motorcycle Patrol Premium: 3%

A unit employee routinely and consistently assigned by management to operate and/or patrol on motorcycle duty shall receive a Motorcycle Patrol Premium of three percent (3%) above current step subject to administrative direction.

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

2. Field Training Officer (FTO) Premium: 3%

A unit employee routinely and consistently assigned to perform FTO duties with an assigned trainee shall receive 3% FTO pay while performing FTO duties with an assigned trainee.

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

3. Night Shift Differential: 3%

A unit employee routinely and consistently assigned to the night shift shall be eligible for night shift premium pay to be applied to regular hours worked on the night shift.

The parties agree that, to the extent permitted by law, this is special compensation and to the extent permitted by law, the City shall report this pay to CalPERS as Shift Differential under 2 C.C.R. 571 (a)(4) and 2 C.C.R. 571.1(b)(3).

4. Detective Premium: 3%

A unit employee routinely and consistently assigned to detective duties shall be eligible for 3% detective premium.

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

Section 14. Canine Handler Pay

The canine handler is an employee who meets the requirements set forth in Department Policy Manual section 318.8. The canine handler shall be available for call-out under conditions specified by the canine coordinator.

The canine handler shall be compensated for off duty time spent in the care, feeding, grooming, and other needs of the canine. In accordance with the Fair Labor Standards Act, the parties agree that a reasonable amount of time the canine handler shall spend caring for their canine partner off duty is four hours per week, totaling eight hours per pay period, and that the canine handler shall receive time and one half for those hours.

ARTICLE VIII LEAVES

Section 1. Leaves of Absence:

Leaves of absence shall be authorized pursuant to provisions of the City of Marina Personnel Manual. No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation leave, temporary military leave, or paid leave of absence because of an on-the-job incurred injury or illness.

Section 2. Vacation Leave:

All Bargaining unit members shall accrue vacation leave based on years of continuous service at the following rate:

0 - 5 years:	80 hours (3.08 hours per pay period)
5- 15 years:	120 hours (4.62 hours per pay period)
Over 15 years:	160 hours (6.16 hours per pay period)

Scheduling of Vacation Leave shall be with Police Chief's approval, and priority in taking leave shall be based on seniority.

Vacation leave shall not accrue in excess of 240 hours. Any employee who reaches his/her maximum vacation accumulation shall stop accruing vacation until his/her balance falls below his/her maximum vacation accumulation.

Effective 2024, employees shall be paid for vacation hours accrued in excess of 200 hours in the last paycheck in December of each year. The parties agree that vacation accruals will be paid out at the employee's base rate at the time of payout.

Section 3. Holiday Leave:

The City recognizes the following days as holidays:

1. New Year's Day – January 1
2. Martin Luther King, Jr. Day – Third Monday in January
3. President's Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Juneteenth – June 19
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Veteran's Day – November 11
9. Thanksgiving – Fourth Thursday in November
10. Day after Thanksgiving – Friday after Thanksgiving
11. Christmas Eve – December 24
12. Christmas Day – December 25
13. New Year's Eve – December 31

For bargaining members who receive paid holidays off, when one of the above holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

For bargaining unit members who are scheduled without regard to holidays (i.e. do not receive paid time off for holidays and may be required to work a holiday as part of their regular schedule), the City will pay each bargaining unit member eight hours of pay at the individual's regular rate of pay for each holiday, in the pay period in which the holidays falls, in addition to pay for time worked on the holiday.

The parties agree that this is special compensation and to the extent permitted by law, the City shall report this pay to CalPERS as Holiday Pay under 2 C.C.R. 571(a)(5) and 2 C.C.R. 571.1(b)(4).

Section 4. Bereavement Leave:

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

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

Section 5. Industrial Accidents:

California Labor Code Sections 4850 through 4854 outline provisions for leave of absence with pay in lieu of disability payments. Section 4850 states that whenever any city police officer or city firefighter who is a member of the Public Employees' Retirement System is disabled, "whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled, regardless of his or her period of service with the city or county, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, which would be payable under this Chapter, for the period of disability but not exceeding one year, or until such earlier date as he is retired on permanent disability pension." This Section further states that "If the employer is insured, the payments which, except for the provisions of this Section, the insurer would be obligated to make as disability indemnity to the injured, the insurer may pay to the insured."

Any employee being paid per the above provisions of the Labor Code Sections 4850 through 4854, after one year, shall continue his or her leave of absence through the use of accumulated Sick Leave and then accumulated Vacation Leave.

An employee being paid by State Compensation for an injury incurred on the job will accumulate Vacation time while off duty.

Section 6. Sick Leave:

All bargaining unit members shall accrue sick leave at the rate of 3.69 hours (12 days per year) per pay period. A maximum of 1,440 hours may be accumulated.

At resignation, an employee may cash out up to thirty three percent (33%) of accumulated sick leave (no more than 480 hours). At retirement, ("retirement" being defined as a service or disability retirement as set forth in applicable CalPERS regulations: Government Code §§ 20000 *et seq.*) an employee may cash out up to fifty percent (50%) of accumulated sick leave (no more than 720 hours) and use the remaining hours as service credit per CalPERS regulations.

Sick leave taken shall be deducted in whole hour increments.

Section 7. Catastrophic Leave:

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

Catastrophic leave requests shall conform to the following criteria:

1. Requests for donation of accrued vacation and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.
2. All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation and/or compensatory leave time totals at the time of the request.
3. The minimum donation shall be eight (8) hours and, thereafter, in whole hour increments.
4. Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the donor as sick leave.

5. Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

ARTICLE IX RETIREMENT

Section 1. Retirement:

A. PERS Retirement System Safety - Sworn:

1. Safety Retirement Plans:

- a. Tier 1 - CalPERS 3% @ 50 provided to all sworn safety employees hired prior to December 31, 2012.
- b. Tier 2 - CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are “new members” as defined under the PEPRA.

2. Contribution:

- c. Tier 1 Classic bargaining unit members shall contribute a total of 12% contribution:
- d. Effective January 1, 2013, Tier 2 safety bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA.

Section 2. Survivor Benefits:

The City will amend the PERS contract to include 1959 Survivors Benefit Level Four for the Association. The employee cost will be \$2 per month.

ARTICLE X BENEFITS

Section 1. Health, Dental and Vision Insurance:

A. Medical Insurance

1.1 Plan Administrator

The City agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Unit members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

All active bargaining unit members are required to enroll in and be covered by the City’s Health Benefits Program.

Because there may be changes to carriers and plans, the City shall not be required to provide specific insurance coverage and shall only be required to provide employees with those benefits described in this Article.

In the event medical insurance coverage available under the PEMHCA in effect on January 1, 2011 becomes unavailable, or upon request of the City, the parties agree to meet and confer on modifying this Article to provide for an alternative group medical insurance plan.

1.2 City's Employer Contribution for Medical Insurance Benefits

The amount required by Government Code Section 22892 shall be the City's Employer Contribution for medical insurance benefits. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA plan.

B. Dental Insurance

The City shall contribute the following amounts per month toward the employee dental plan:

- (a) Employee Only - \$40.00
- (b) Employee Plus One - \$74.00
- (c) Employee Plus Two or more - \$89.00

C. Vision Insurance

The City shall contribute fifteen dollars (\$15.00) per month toward per employee, employee plus one and Employee plus two or more toward vision insurance.

D. Fringe Benefit Allowance

1.1 Cafeteria Plan

The City shall maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

1.2 Fringe Benefit Allowance

The City agrees to provide a Fringe Benefit Allowance to all full-time employees eligible to participate in the City's sponsored health and welfare benefits in an amount tied to the level of medical insurance coverage elected by the employee. The monthly amounts to be provided by the City are as follows:

Employee Only: \$800.00

Employee Plus One: \$1,350.00

Employee Plus Two: \$1,650.00

Receipt of any Fringe Benefit Allowance under this Section shall include the employer contribution that is provided under Section A. 1.2 above. Employees receiving a flexible benefit allowance are required to enroll in a health care plan provided by the City.

Any Fringe Benefit Allowance provided for under this Article can be used by an employee to offset the cost of participation in City sponsored benefits that are available through the 125 Plan. Employees shall be responsible for paying any difference between the costs of selected benefits and the Fringe Benefit Allowance provided by the City.

1.3 Fringe Benefit Allowance for Less Than Full-Time Employees

Bargaining unit members employed in positions which are less than full-time shall receive a prorated Fringe Benefit Allowance. This pro-rated Fringe Benefit Allowance will be proportionate to the employee's full-time equivalency, except that employees in positions which have a full-time equivalency that is less than 0.5 shall not receive any Fringe Benefit Allowance.

Section 2. Employee Assistance Plan:

City to pay up to \$87 per year per employee on an Employee Assistance Plan for Members of the Association.

Section 3. Life Insurance:

The City will provide on behalf of each member \$15,000.00 life insurance coverage through a group program at a cost not to exceed \$16.00 per month.

ARTICLE XI: DISCIPLINARY PROCEDURE

Except in cases of gross misconduct, an attitude of progressive discipline shall be encouraged. In extreme cases, an emergency suspension may be imposed by the Police Chief (or, in his/her absence, the Watch Commander). An emergency suspension would be appropriate under the following circumstances;

- (1) The member is physically or mentally incapable of performing his/her duties.
- (2) When it appears that the member has committed some act which makes his/her presence on duty a detriment to the Department.

Section 1. Types of Discipline:

As used in this section, "disciplinary action," shall mean any of the following and may be taken singly or in combination:

(1) Oral Reprimand. A verbal reprimand not made part of the employee's permanent file.

(2) Written Reprimand. A written reprimand signed by the employee, the Police Chief forwarded to the City Manager's office, and placed in the employee's personnel file. Any written reprimand shall advise the officer of the officer's right to appeal the reprimand to the next level of supervision, i.e. if issued by the Division Commander to the Chief, if issued by the Chief, to the City Manager, within fourteen (14) calendar days of receipt of the written reprimand. Within fourteen (14) calendar days of receipt of an appeal, the hearing officer shall schedule a hearing. Prior to the hearing, the officer shall have the right to have copies of any and all materials upon which the written reprimand is based. The employee, at the individual's expense, and the supervisor issuing the reprimand may be represented by counsel and may call witnesses. The hearing shall not be subject to the rules of evidence. Within fourteen (14) calendar days of that hearing, the hearing officer shall deliver a written decision to the employee.

(3) Probation. A disciplinary probation period may be imposed by the Police Chief, and shall not be less than three (3) months, nor more than six (6) months, in duration. An employee placed on disciplinary probation shall accrue Vacation and Sick Leave time; however, the employee shall not accrue earned time for salary review or promotion, nor shall the employee be allowed to compete in promotional examinations while on disciplinary probation.

(4) Suspension. An employee may be suspended with or without pay by the Police Chief upon approval by the City Manager for a maximum period of twenty (20) working days. During any suspension without pay fringe benefits such as vacation and sick leave shall not accrue, however, health, dental and life insurance shall remain in effect.

(5) Reduction in Salary. An employee's salary may be reduced one or more steps for disciplinary reasons upon recommendation of the Police Chief and approval of the City Manager.

(6) Demotion. An employee may be reduced to a position in lower class or rank upon the recommendation of the Police Chief and approval of the City Manager.

(7) Dismissal. A member's employment may be terminated subsequent to a recommendation of the Police Chief and the approval of the City Manager.

Section 2. Notice of Intended Disciplinary Action:

A. In cases of any proposed disciplinary action, except an oral or written reprimand, a Notice of Intended Disciplinary Action shall be served on the employee personally or by mail. The written Notice of Intended Disciplinary Action shall include:

- (1) The reasons for the disciplinary action, those facts alleged to be the basis for the intended action and copies of any documents or materials upon which the disciplinary action is based;
- (2) The range of actions proposed to be taken;

- (3) The proposed effective date of the intended disciplinary action; and
- (4) The right of the employee to respond to the proposed disciplinary action either in writing or orally, at the option of the employee. The employee shall be advised that he/she has seven (7) calendar days within which to file a written response or request, in writing, an informal pre-disciplinary conference before the Police Chief.

B. A copy of the notice of intended disciplinary action shall be placed in the employee's personnel file.

Section 3. Pre-disciplinary Hearing:

Where an employee has requested an opportunity to respond orally, the Police Chief shall hold an informal pre-disciplinary hearing to review the statement of charges and to provide the opportunity for the employee or his/her representative to answer the charges. The Chief shall allow the parties to present any relevant evidence tending to prove or disprove the facts upon which the action is based or upon the nature and severity of the proposed disciplinary action. Failure of the employee to appear at the pre-disciplinary hearing, if one has been requested, shall forfeit all the employee's appeal rights.

Section 4. Notice of Discipline or Rejection of Discipline:

A. If the employee does not respond or upon conclusion of the pre-disciplinary hearing, the Chief shall, by written notice to the employee and the supervisor, affirm, reduce or abandon the proposed disciplinary action.

B. If the decision is to affirm or reduce the proposed disciplinary action, such action shall be served on the employee personally or by mail. The written notice of disciplinary action shall include:

- (1) The reasons for the disciplinary action, those facts alleged to be the basis for the disciplinary action and copies of any documents or materials upon which the disciplinary action is based;

- (2) The specific discipline to be imposed, including any time period or other conditions associated with the discipline; The effective date of the disciplinary action; and

- (3) The right of the employee to appeal the disciplinary action. The employee shall be advised that he/she has seven (7) calendar days within which to file a written appeal of the disciplinary action.

C. A copy of the notice of disciplinary action shall be placed in the employee's personnel file.

D. If the decision is to abandon all action, the notice of intended disciplinary action shall be removed from all personnel files.

Section 5. Right of Appeal:

A. **Appeal to City Manager:** A regular employee who has been discharged, demoted, reduced in salary, or suspended without pay may appeal the Chief's decision to the City Manager' within fourteen (14) calendar days of receipt of the Notice of Disciplinary Action. Within fourteen (14) calendar days of receipt of an appeal, the City Manager shall schedule a hearing. The employee, at the individual's expense, and the Chief may be represented by counsel and may call witnesses. The hearing shall be recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the City shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same. Within fourteen (14) calendar days of that hearing, the City Manager shall deliver a written decision to the employee

B. **Appeal to City Council:** (1) A regular employee discharged, demoted, reduced in salary, or suspended without pay for more than three (3) days may appeal the City Manager's decision to the City Council within fourteen (14) calendar days after receiving written notice of that action by submitting a written statement of rebuttal to the Council. Appeal can be made only upon the following grounds:

- (a) That the procedures set forth in these policies have not been followed;
- (b) That the action was taken solely because of discriminatory practices;
- (c) That the action taken was not in accord with the facts;
- (d) That the grounds for the action taken are without merit or unfounded.

(1) The appellant, at the individual's expense, and the City Manager may be represented by counsel. The decision of the Council shall be final.

(2) The hearing shall be in closed session unless the employee requests a public hearing.

Section 6. Procedures:

A. City Council review shall be based on the record of the proceedings before the City Manager, with no new testimony taken, and the final determination of the City Manager.

B. Each party may submit written argument to the Council. The written argument shall not exceed fifteen (15) 8.5 x 11 inch typewritten pages and shall be submitted at least seven (7) calendar days before the hearing for inclusion in Council agenda materials. If such written argument is not received within this time frame it shall be deemed waived.

C. Each party shall be allotted fifteen (15) minutes for presentation of the oral argument to the Council.

D. The hearing shall be recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the City shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same.

E. The Council may affirm, reverse or modify the decision of the City Manager.

F. The decision of the Council shall be final when made.

G. No action shall be brought in superior court to challenge the Council's decision more than ninety (90) days after the Council's decision becomes final.

Section 7. Right to Representation:

An employee subject to a meeting, an investigation that may result in disciplinary action, a pre-disciplinary hearing or hearing has the right, upon request, to be represented by an employee representative or an attorney retained by the employee at the employee's expense. Any employee, other than one defined as management, mid-management or confidential, shall be permitted to represent another City employee or group of City employees.

Section 8. Reopener:

Upon request by the City, the parties agree to meet and confer during the term of this agreement regarding City proposed changes to the Discipline policy.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Purpose:

The purpose of the grievance procedure is to promote improved employee-employer relations by establishing a procedure for the prompt settlement of problems, as near as possible to the point of origin and at the lowest supervisory level possible.

Section 2. Employee Rights:

Any employee shall have the right to exercise the procedure regarding a violation, misinterpretation and misapplication, or improper application of written regulations, resolutions, ordinances, or policies applicable to the employee.

Section 3. Procedure:

A. **Informal Meeting with Supervisor:** The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within seven (7) calendar days from the date of the action causing the grievance. The supervisor will review the problem, make every effort to resolve the grievance at this level and give the employee an answer within seven (7) calendar days.

B. **Informal Joint Meeting:** If an agreement is not reached, then an informal joint meeting will be arranged by the supervisor with the employee and the Police Chief. The Police Chief shall discuss the complaint, together with the employee and the immediate supervisor, and attempt to get an understanding of the situation and a consensus on correction. The employee must be given a private interview with the Police Chief if desired. The Police Chief shall render a decision within seven (7) calendar days.

C. Formal Written Grievance.

(1) In the event the employee believes the grievance has not been satisfactorily resolved, the employee may submit the grievance in writing to the City Manager. The grievance must explicitly specify the policy or the particular section of the rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance and the remedy requested.

(2) Within fourteen (14) calendar days of receipt of the grievance, the City Manager shall schedule a formal hearing to investigate the grievance. If the grievance involves a claim or dispute against the City Manager, a hearing officer with experience and knowledge of public sector employment practices and procedures, shall be appointed for the meeting. (For purposes of this section only, the term "City Manager" shall include a hearing officer if one has been appointed.) The grievant, at the grievant's expense, and the supervisor and/or City Manager may be represented by counsel and may call witnesses. Representation by the Association shall be permitted. Within seven (7) calendar days the City Manager shall deliver a written decision to the grievant.

D. Appeal to City Council. If the grievant believes the grievance has not been satisfactorily resolved, the employee may request within seven (7) calendar days, that the City Manager schedule an appeal hearing before the City Council. In order to coincide with the next scheduled council meeting, up to fourteen (14) calendar days may be needed to place the appeal on the agenda.

The following procedures shall apply to the hearing:

(1) The hearing shall be in closed session, unless the grievant requests a public hearing, except that if the grievance is from a group of employees the hearing shall be public.

(2) The grievant, at the grievant's expense, and the City Manager may be represented by counsel.

(3) Council review shall be based on the record of the proceedings before the City Manager and the final determination of the City Manager, with no new testimony taken.

(4) Each party may submit written argument to the Council. The written argument shall not exceed fifteen (15) 8.5 x 11 inch typewritten pages and shall be submitted at least seven (7) calendar days before the hearing for inclusion in Council agenda materials. If such written argument is not received within this time frame, it shall be deemed waived.

(5) Each party shall be allotted fifteen minutes for presentation of oral argument to the Council.

(6) The hearing shall be recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the City shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same.

(7) The Council may affirm, reverse or modify the decision of the City Manager.

(8) The decision of the Council shall be made within ten (10) working days and shall be final at that time.

(9) No action shall be brought in superior court to challenge the Council's decision more than ninety (90) days after that decision becomes final.

Section 4. Written Records of Grievances:

All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file in the office of the Personnel Officer and shall not be kept in the personal history file of the participants.

Section 5. Freedom from Reprisal:

An employee filing a grievance in conformity with this policy shall have freedom from reprisal.

Section 6. Failure to Act:

If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should management not respond within the prescribed time, that action shall be considered to be a denial and the grievance shall proceed to the next step.

ARTICLE XIV: NO STRIKE OR LOCKOUT

The Association and its members, individually and collectively, agree that during the terms of this Memorandum of Understanding there shall be no strike or lockout.

In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association, provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Association who participates in such strike, slow-up or stoppage; and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE XV: SUPPLEMENTARY TERMS AND CONDITIONS

This Memorandum of Understanding shall be the controlling document for employer-employee relations and employee wages, salaries and working conditions for this bargaining unit. City and Department Personnel Rules and Regulations and the Employer-Employee Relations Resolutions are subordinate documents to the Memorandum of Understanding.

ARTICLE XVI: MISCELLANEOUS

Section 1. Annual Physical:

Upon request, annual physical shall be provided by the City.

Section 2. Residency:

In order to ensure that lengthy response time will not jeopardize the welfare and safety of the citizens of Marina in an emergency situation, it shall be required that all sworn bargaining unit members reside within a reasonable distance to Police facilities. It is agreed that residence within 45 minutes travel time to the Civic Center would insure prompt delivery of emergency services. For the purpose of this Section, 45-minute travel time shall include areas within the City limits of Santa Cruz, Hollister and Soledad.

Section 3. Volunteers:

Volunteers shall be used in support of paid professional officers, but not to take the place of a regular officer on a regularly scheduled shift, except when no paid officer is available for duty.

ARTICLE XVII: DURATION OF AGREEMENT

This agreement shall take effect July 1, 2023 and shall continue in force to and including June 30, 2025.

Dated: _____

Layne Long
Employee Relations Officer
City of Marina

Dated: _____

Christopher Johnson
Marina Police
Officers ' Association

Salary Schedules**POA**

Classification	A	B	C	D	E
Corporal	\$53.0696	\$55.7231	\$58.5094	\$61.4348	\$64.5065
Officer	\$49.3702	\$51.8388	\$54.4307	\$57.1522	\$60.0098
Sergeant	\$58.4352	\$61.3569	\$64.4248	\$67.6460	\$71.0283

Unrepresented and Confidential Employees

Classification	A	B	C	D	E
Deputy City Clerk	\$35.4881	\$37.2626	\$39.1257	\$41.0820	\$43.1361
Executive Assistant	\$32.6223	\$34.2534	\$35.9661	\$37.7644	\$39.6527
Payroll Technician	\$34.5846	\$36.3138	\$38.1295	\$40.0360	\$42.0378
Accounting Services Manager	\$53.0894	\$55.7438	\$58.5310	\$61.4576	\$64.5305
Financial Analyst	\$40.3833	\$42.4025	\$44.5226	\$46.7487	\$49.0862
Human Resource Analyst	\$40.3833	\$42.4025	\$44.5226	\$46.7487	\$49.0862

Compensation & Benefit Plan

Unrepresented and Confidential Employees

1. Unrepresented and Confidential Classifications

Position
Executive Assistant
Payroll Technician
Deputy City Clerk
Human Resources Analyst
Financial Analyst
Accounting Services Manager

2. Medical, Dental & Vision, Flexible Benefit Plan

A. The City of Marina will contribute 75% of the low-cost health plan's premium offered by CalPERS towards whatever plan the employee selects.

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

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

C. The City shall pay employee vision insurance premium costs for the City's Vision Plan.

D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the employee, as follow"

E. City shall provide an allowance of \$541 per month to each employee for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.

F. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all employees and their families except an employee may decline coverage for the employee and/or a employee's family if the employee provides proof satisfactory to the City that the person for whom coverage is declined is covered under a qualifying group health insurance policy from another source.

G. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the employees election, the cost of these benefits may be paid from any portion of the allowance described above or an offset

to the employees salary, if the combined cost of the benefits exceeds the allowance.

- H. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- I. City will provide a Medical Expense Reimbursement Account into which an employee may pay any amount not to exceed \$2,160 annually (\$180 per month). An employee may also pay into the Dependent Care Reimbursement Account which employee may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all employees, which shall reflect the premiums for each element of the plan.
- J. City shall pay up to \$60.00 per employee for the cost of setting up the Flexible Benefit Plan
- K. City shall pay up to \$6.00 per employee per month for the administrative fee Flexible Benefit Plan

3. Retirement: The City shall provide retirement benefits the employee under the Public Employees' Retirement System (PERS), as follows:

A. Retirement Plans

- a. Tier 1 – CalPERS 2% @ 55 provided to all miscellaneous employees hired prior to December 31, 2012 or considered Classic members.
- b. Tier 2 – CalPERS 2% @ 62 plan will be provided to all miscellaneous employees hired on or after January 1, 2013 who are new members as defined under the PEPRA.

B. Contributions

- a. Effective January 1, 2013 Tier 1 employees will pay the full member contribution rate required by CalPERS
- b. Effective January 1, 2013, Tier 2 employees shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by PEPRA.

4. Survivor Benefits

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

5. Holiday Schedule

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

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

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

6. Leaves:

A. Vacation:

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

1-5 years of service: Ten (10) working days.

6-10 years of service: Fifteen (15) working days per year.

11-15 years of service: Seventeen and one-half (17.5) working days per year.

16 years of service and beyond: Twenty (20) working days per year.

Employees may accrue vacation leave up to the following maximum leave balance based upon years of service as follows:

- i) 0 to 9 years – 200 hours
- ii) 10 or more years – 300 hours

Other than the modifications contained herein, the vacation leave shall be implemented consistent with the City's Personnel Rules.

Vacation may be used in not less than four (4) hour increments.

Emergency Cash Draws on Vacation: For Personal Leave Time. Upon a written request certifying and explaining a health-related emergency, the City Manager may authorize Employee to receive compensation for Personal Leave Time for a maximum of 80 hours.

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

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

- C. **Administrative Leave:** Employee shall receive one hundred (100) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year. Maximum Administrative Leave accrual for the above listed classifications will be two hundred forty hours (240). Unused Administrative Leave to be paid at current salary upon termination of employment to a maximum of two hundred forty hours (240).

The following exempt classifications shall accrue Administrative Leave:

Human Resources Analyst
Financial Analyst
Accounting Services Manager

Cash-out: The City will pay at the employees requests a maximum amount of sixty (60) hours of administrative leave each fiscal year, at the employees individual rate of pay upon 30 days' notice to payroll.

D. Catastrophic Leave.

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

Catastrophic Leave requests shall conform to the following criteria:

a. Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.

b. All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.

c. The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.

Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the donor as sick leave.

Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

E. Bereavement Leave.

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

- a. For purposes of this Section, "family member" means an employee's spouse/registered domestic partner, child (of either spouse/registered domestic partner), parent (of either spouse/registered domestic partner and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse/registered domestic partner), and grandchild (of either spouse/registered domestic partner).
- b. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).
- c. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.
- d. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member.

As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

7. Overtime Pay:

The City shall pay one and one-half times the normal rate of pay for the following non-exempt classifications, working over eight (8) hours per day and/or forty (40) hours per week.

Non-Exempt classifications eligible for Overtime Pay

Executive Assistant
Payroll Technician
Deputy City Clerk

8. **Life Insurance:** The City will provide on behalf of the employee \$50,000 life insurance coverage paid by the City. The amount of coverage may vary by classification.
9. **Physicals:**
City shall pay up to \$300.00 for the cost of a physical examination for the Employee, on an annual basis. Employees shall provide the medical billing record to the City prior to receipt of reimbursement payment.
10. **Long Term Disability:** City will provide each employee with Long Term Disability which will pay 60% of pre-disability earnings up to a max of \$180,000.
11. **Longevity Compensation:**
A. After ten (10) years of accumulated service with the City, the employee shall receive an additional five percent (5%) of base salary.

B. An advancement in longevity pay from 10 years to 9 years would go to employees who had an overall rating of "Outstanding" on their most recent evaluation.
12. **Severance Pay.**
In addition to any amounts due for unused vacation and compensatory time, a employee who is separated from City service because of layoff or reduction in force shall receive as severance pay compensation equal to one (1) month's salary at the rate then in effect for that employee.
13. **Bilingual Pay.**
A fifty dollars (\$50) per pay period salary increase shall be granted to employees who are approved by the City Manager and who are fluent in both English and Spanish to act as a City interpreter.

Eligibility for English-Spanish interpreter's oral test administered by the County of Monterey or other approved agency. The parties agree that to the extent permitted by law, the City shall report this pay to CalPERS as special compensation under 2 CCR, Section 571(a)(4) and 571.1(b)(3) as Bilingual Premium.
14. **Cell Phone Stipend**
Employees may be required to have a cell phone as determined by their director and approved by the City Manager. The City will either provide a cell phone or the employee may elect to use their private cell phones during the course of business, including on-call services, after hours communications and/or use of data to research and access information during hearing , meetings and/or presentations to the public for applicants/citizens, shall be provided with a monthly "Cell Phone Stipend" in the amount of \$25 per month, to be paid on the first pay period of each month (12 times a year).

The stipend shall cover a portion of the wireless carrier contract. The City shall not be obligated to provide any equipment or replace equipment

resulting from normal daily use (including on the job). Drops, abuse, loss, or requirement to submit the device subject to court order/subpoena. The employee shall bear all responsibility for equipment upgrades and/or replacement, including phone cases, and wired or wireless headsets or any other extraneous devices.

15. **Non-Covered Items:** Items not covered in this Compensation Plan are governed by the City's Employee Handbook.

November 28, 2023

Item No: **10j(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
RECEIVING AND FILING THE FISCAL YEAR 2022-2023 ANNUAL
REPORT ON THE COLLECTION AND USE OF MITIGATION FEES
FOR NEW DEVELOPMENT IMPACTS.**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2023-, receiving and filing the fiscal year 2022-2023 annual report on the collection and use of mitigation fees for new development impacts.

BACKGROUND:

AB 1600 (Statutes of 1998, Mitigation Fee Act), codified as Section 66000 et seq. of the California Government Code, regulates how public agencies collect, maintain, and spend development impact fees imposed on developers for the purpose of defraying costs of public facilities. It includes requirements for accounting, spending, and reporting the fees and related interest earnings.

The City's Public Building Facilities Impact Fee, Public Safety Facilities Impact Fee, Transportation (Roadway and Intersections) Facilities Impact Fee, and Parks Facilities Impact Fee collected by the City have been identified as fees subject to Government Code 66000 (AB 1600) requirements, and each had a balance remaining at the end of the most recently ended fiscal year. These fees are accounted for in separate funds, and each fund earns and accumulates interest. Expenditures from these funds have been used for the purposes for which the fees were collected.

ANALYSIS:

Attached (**EXHIBIT A**) is the FY 2022-23 report required under Government Code Section 66006(b)(1). The report summarizes revenue and expenditures for the funds, and includes beginning and ending balances, as required. The purpose and use of the expenditures and transfers made during the fiscal year have been identified. Since the fees are imposed on development projects that impact the facility requirements of the community, the use of these fees to fund the construction of system facilities is reasonable.

The law also requires that this report be made available to the public. The requirement for public notification has been met in conjunction with the posting of the agenda and related attachment that is associated with the City Council meeting at which this report will be presented.

FISCAL IMPACT:

No direct fiscal impact results from receiving and filing this report of activity within the impact mitigation fee accounts. The 2016 Impact Fee nexus study established an allowable administrative fee to cover the cost of activities such as preparing the annual report.

California Environmental Quality Act (CEQA)

Receiving an informational report on the collection and use of mitigation fees is not a project under CEQA per Article 20 Section 15378(b).

CONCLUSION:

This report is submitted to City Council for information.

Respectfully submitted,

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

Laura Pruneda, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
RECEIVING AND FILING THE FISCAL YEAR 2022-2023 ANNUAL REPORT ON THE
COLLECTION AND USE OF MITIGATION FEES FOR NEW DEVELOPMENT.

WHEREAS, the City of Marina collects impact fees to mitigate the effects of increased demand for public facilities, transportation infrastructure, and parks, and;

WHEREAS, pursuant to the Mitigation Fee Act (Government Code Section 66000 et seq.), the City is required to annually report certain information regarding the collection of development impact fees, and;

WHEREAS, the Report for Fiscal Year 2022-23, attached as “Exhibit A,” identifies unexpended impact fee programs, and;

WHEREAS, receiving an informational report on the collection and use of mitigation fees is not a project under CEQA per Article 20 Section 15378(b), and;

WHEREAS, the Report was made available to the public prior to this Council meeting, and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby receive and file the fiscal year 2022-2023 annual report on the collection and use of mitigation fees for new development.

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

**Annual Impact Fee Report
For the City of Marina
For Fiscal Year 2022-23**

This report contains information on the City of Marina's development impact fees for Fiscal Year 2022-23. This information is presented to comply with the annual reporting requirements contained in Government Code section 66000 *et seq.* Please note that this annual report is not a budget document, but rather is compiled to meet reporting requirements. It is not intended to represent a full picture of currently planned projects as it only reports project information, revenues and expenditures for Fiscal Year 2022-23.

Government Code Section 66006 requires local agencies to submit annual and five-year reports detailing the status of development impact fees. The annual report must be made available to the public within 180 days after the last day of the fiscal year and must be presented to the public agency (City Council) no less than 15 days after it is made available to the public.

This report summarizes the following annual reporting information for each of the development impact fee programs:

1. A brief description of the fee program.
2. Schedule of fees.
3. Beginning and ending balances of the fee program.
4. Amount of fees collected, interest earned, and transfers/loans.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
6. A description of each interfund transfer or loan, the date the loan will be repaid, the rate of interest, and a description of the public improvement on which the transferred or loaned fees will be expended.
7. The estimated date when projects will begin if sufficient revenues are available to construct the project.
8. The amount of refunds made to property owners.

More detailed information on certain elements of the various fee programs is available through other documents such as nexus studies, master plans, the capital improvement program, and budgets.

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Citywide Impact Fee ProgramPage

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Impact Fee Program Descriptions

Public Building Facilities Fee

The Public Facilities Fee is imposed to pay for the public building costs for a City Hall, Public Works Yard and a Senior Community Center. Residential and commercial development help pay the City Hall and Public Works Yard. Only residential development pays towards the future Senior Community Center.

Public Safety Facilities Fee

The Public Safety Fee is imposed to pay the public building costs for a new fire station and animal control facility. Residential and commercial development help pay for these facilities.

Transportation Facilities Fee – Roadways and Intersections

New vehicle trip generation by new development impacts the City's roadways and intersections. What portion of the development impact not paid by other transportation revenues are paid by transportation impact fees. The City divides these impacts into roadway and intersection impacts and collects fees for these two types of transportation impacts.

Park Facilities Fee

The Park Facilities Fee is imposed to create additional park facilities to maintain the same ratio of park space currently available to the residents of Marina. The fee is limited to residential development.

The City does not typically earmark impact fees for any specific project as the revenues are collected, but rather the revenues are applied toward a series of capital improvement projects as outlined in the nexus studies, such as future parks, transportation infrastructure, and other capital facilities.

Annual Impact Fee Report For the City of Marina For Fiscal Year 2022-23

City of Marina
AB 1600 Impact Fee Report
Fiscal Year ending 6/30/2023

	Intersections	Roadways	Public Safety	Public Building Facilities	Parks	Total
Ending Balance 6/30/2022	\$ 2,445,474.90	\$ 6,113,058.81	\$ 1,098,936.12	\$ 4,453,169.18	\$ 6,174,426.49	\$ 20,285,065.37
<u>Revenues</u>						
Impact Fee Revenues	620,684.48	1,672,181.65	287,190.29	907,530.50	2,387,009.53	5,874,596.45
Transfer In from Closed Proj.	69,519.59	-	-	-	-	69,519.59
Interest	52,202.16	130,505.44	21,750.92	95,704.00	134,855.63	435,018.15
Total Revenues	742,406.23	1,802,687.09	308,941.21	1,003,234.50	2,521,865.16	6,379,134.19
<u>Expenditures</u>						
Transfers to Projects	(1,170,000.00)	(50,000.00)	(50,000.00)	(50,000.00)	(700,000.00)	(2,020,000.00)
Total Expenditures	(1,170,000.00)	(50,000.00)	(50,000.00)	(50,000.00)	(700,000.00)	(2,020,000.00)
Ending Balance 6/30/2023	\$ 2,017,881.13	\$ 7,865,745.90	\$ 1,357,877.33	\$ 5,406,403.68	\$ 7,996,291.65	\$ 24,644,199.56

Project Descriptions

California Avenue Pedestrian Crossing Installation Project (\$120,000 Intersections)

The project includes installation of a crosswalk and two new ADA compliant curb ramps on the south side of the intersection with a PHB and associated electrical system. In addition, work will require conform curb, gutter, and sidewalk, asphalt concrete pavement; pavement markings and striping and associated miscellaneous work for a complete and operational pedestrian crossing. This additional appropriation of Impact Fee funds was approved through Council Resolution No. 2022-118.

Sea Haven Community Park (\$650,000 Parks)

Funding for a playground and pickleball courts to be included in the Sea Haven Park which is being developed in conjunction with the subdivision developer. This additional appropriation of Impact Fee funds was approved through Council Resolution No. 2022-122.

Windy Hill Park Playground and Restroom (\$250,000 Parks)

Funding for a restroom to serve the existing Windy Hill Park. The park is currently only served by a portable toilet.

Development Impact Fee Study Update (\$50,000 from each Fee Category, \$250,000 total)

The purpose of the Development Impact Fee Study Update is to re-evaluate and update the fees developed from the 2016 study, and to incorporate the adopted CIP projects and additional recommended projects. Additional appropriation of Impact Fee funds was approved through Council Resolution No. 2023-47.

Annual Impact Fee Report For the City of Marina For Fiscal Year 2022-23

Public Facilities Impact Fee Summary Indexed for 2023													
Land Use	(a) 2022 Public Buildings Fee	2023 Public Buildings Fee	(c) 2022 Public Safety Fee	2023 Public Safety Fee	(e) 2022 Roadways Fee	2023 Roadways Fee	(g) 2022 Intersections Fee	2023 Intersections Fee	(i) 2022 Parks Fee	2023 Parks Fee	2022 Total Fee (a+c+e+g+i)	2023 Total Fee	
Residential													
Single Family Dwelling Units	\$ 4,622	\$ 4,815	\$ 996	\$ 1,038	\$ 8,717	\$ 9,081	\$ 2,111	\$ 2,199	\$ 10,011	\$ 10,429	\$ 26,457	\$ 27,562	
Senior Homes	\$ 3,082	\$ 3,211	\$ 662	\$ 690	\$ 3,370	\$ 3,511	\$ 817	\$ 851	\$ 6,675	\$ 6,953	\$ 14,606	\$ 15,216	
Assisted Living - Senior	\$ 1,713	\$ 1,784	\$ 368	\$ 383	\$ 2,418	\$ 2,519	\$ 587	\$ 611	\$ 3,707	\$ 3,862	\$ 8,793	\$ 9,159	
Multi-Family Dwellings	\$ 4,281	\$ 4,460	\$ 922	\$ 960	\$ 6,088	\$ 6,342	\$ 1,477	\$ 1,539	\$ 9,269	\$ 9,656	\$ 22,037	\$ 22,957	
Mobile Home Park	\$ 4,281	\$ 4,460	\$ 922	\$ 960	\$ 4,568	\$ 4,759	\$ 1,106	\$ 1,152	\$ 9,269	\$ 9,656	\$ 20,146	\$ 20,987	
Campground/RV Park	\$ 4,281	\$ 4,460	\$ 922	\$ 960	\$ 2,473	\$ 2,576	\$ 600	\$ 625	\$ 9,269	\$ 9,656	\$ 17,545	\$ 18,277	
Non-residential													
Office/Research	\$ 322	\$ 335	\$ 604	\$ 629	\$ 9,926	\$ 10,340	\$ 2,406	\$ 2,506	\$ -	\$ -	\$ 13,258	\$ 13,810	
Retail/Service	\$ 194	\$ 202	\$ 361	\$ 376	\$ 16,683	\$ 17,379	\$ 4,044	\$ 4,213	\$ -	\$ -	\$ 21,282	\$ 22,170	
Industrial	\$ 65	\$ 68	\$ 120	\$ 125	\$ 6,273	\$ 6,535	\$ 1,520	\$ 1,583	\$ -	\$ -	\$ 7,978	\$ 8,311	
Hotel	\$ 87	\$ 91	\$ 164	\$ 171	\$ 7,353	\$ 7,660	\$ 1,782	\$ 1,856	\$ -	\$ -	\$ 9,386	\$ 9,778	
Church	\$ 65	\$ 68	\$ 120	\$ 125	\$ 8,198	\$ 8,540	\$ 1,986	\$ 2,069	\$ -	\$ -	\$ 10,369	\$ 10,802	
Day Care Center	\$ 258	\$ 269	\$ 484	\$ 504	\$ 66,650	\$ 69,431	\$ 16,156	\$ 16,830	\$ -	\$ -	\$ 83,548	\$ 87,034	
Animal Hospital/Veterinary Clinic	\$ 387	\$ 403	\$ 724	\$ 754	\$ 42,478	\$ 44,250	\$ 10,296	\$ 10,726	\$ -	\$ -	\$ 53,885	\$ 56,133	
Medical/Dental Office Building	\$ 387	\$ 403	\$ 724	\$ 754	\$ 32,515	\$ 33,872	\$ 7,880	\$ 8,209	\$ -	\$ -	\$ 41,506	\$ 43,238	
Casino/Video Lottery	\$ 387	\$ 403	\$ 724	\$ 754	\$ 120,863	\$ 125,906	\$ 29,294	\$ 30,516	\$ -	\$ -	*	*	
Casino	\$ 387	\$ 403	\$ 724	\$ 754	\$ 35,484	\$ 36,964	\$ 8,601	\$ 8,960	\$ -	\$ -	*	*	
Notes:													
¹ Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space (non-residential) or gaming space," and "fee per hotel room."													
* Specifically for the Casino uses, the fees for Public Buildings, Public Safety, and Parks are based on the 1,000 square feet of gaming area, while Roadways and Intersection fees are based on 1,000 square feet of building space, excluding hotel uses.													

University Villages (the Dunes) Impact Fees Summary Indexed for 2023

Land Use	(a) 2022 DA Traffic Intersections	2023 DA Traffic Intersections	(c) 2022 DA Roadways	2023 DA Roadways	(e) 2022 DA Parks	2023 DA Parks	(g) 2022 DA Facilities	2023 DA Public Facilities	(i) 2022 DA Public Safety	2023 DA Public Safety	2022 DA Total Fee (a+c+e+g+i)	2023 DA Total Fee
Residential												
Single Family Dwelling Units	\$ 3,849.28	\$ 4,009.88	\$ 5,661.40	\$ 5,897.60	\$ 10,847.29	\$ 11,299.86	\$ 2,376.71	\$ 2,475.87	\$ 988.40	\$ 1,029.64	\$ 23,723.08	\$ 24,712.83
Town Homes	\$ 2,356.81	\$ 2,455.13	\$ 3,467.52	\$ 3,612.18	\$ 10,043.81	\$ 10,462.84	\$ 2,376.71	\$ 2,475.87	\$ 988.40	\$ 1,029.64	\$ 19,233.23	\$ 20,035.66
Senior	\$ 1,206.22	\$ 1,256.54	\$ 1,774.70	\$ 1,848.74	\$ 6,428.04	\$ 6,696.22	\$ 2,376.71	\$ 2,475.87	\$ 988.40	\$ 1,029.64	\$ 12,774.06	\$ 13,307.00
Multi-Family Dwellings	\$ 2,702.86	\$ 2,815.62	\$ 3,976.67	\$ 4,142.58	\$ 10,043.81	\$ 10,462.84	\$ 2,376.71	\$ 2,475.87	\$ 988.40	\$ 1,029.64	\$ 20,088.44	\$ 20,926.55
Non-residential												
Office (per building sq. ft.)	\$ 4.08	\$ 4.25	\$ 6.00	\$ 6.25	\$ -	\$ -	\$ 1.85	\$ 1.92	\$ 1.58	\$ 1.65	\$ 13.51	\$ 14.07
Hotels (room)	\$ 3,026.76	\$ 3,153.03	\$ 4,453.17	\$ 4,638.96	\$ -	\$ -	\$ 1,980.57	\$ 2,063.20	\$ 806.52	\$ 840.16	\$ 10,267.01	\$ 10,695.36
Commercial/Retail (per building sq. ft.)	\$ 16.42	\$ 17.10	\$ 24.16	\$ 25.17	\$ -	\$ -	\$ 1.13	\$ 1.17	\$ 0.95	\$ 0.99	\$ 42.65	\$ 44.43
Industrial (per building sq. ft.)	\$ 2.59	\$ 2.70	\$ 3.80	\$ 3.96	\$ -	\$ -	\$ 0.37	\$ 0.39	\$ 0.33	\$ 0.34	\$ 7.09	\$ 7.38

December 19, 2023

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

Honorable Mayor and Members
of the Marina City Council
December 19, 2023

City Council Meeting
of December 19, 2023

Honorable Chairperson and Members
of the Successor Agency to Marina Redevelopment Agency

Successor Agency Meeting
of December 19, 2023

Chair and Board Members of
Preston Park Sustainable Community Non-Profit Corporation

Corporation Meeting
of December 19, 2023

CITY COUNCIL OF THE CITY OF MARINA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY BOARD, AND PRESTON PARK SUSTAINABLE COMMUNITY NPC BOARD TO RECEIVE INVESTMENT REPORTS FOR THE CITY OF MARINA, CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, AND PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION FOR THE QUARTER ENDED SEPTEMBER 2023

REQUEST:

It is requested that the City Council and Boards:

1. Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) for the quarter ended September 30, 2023.

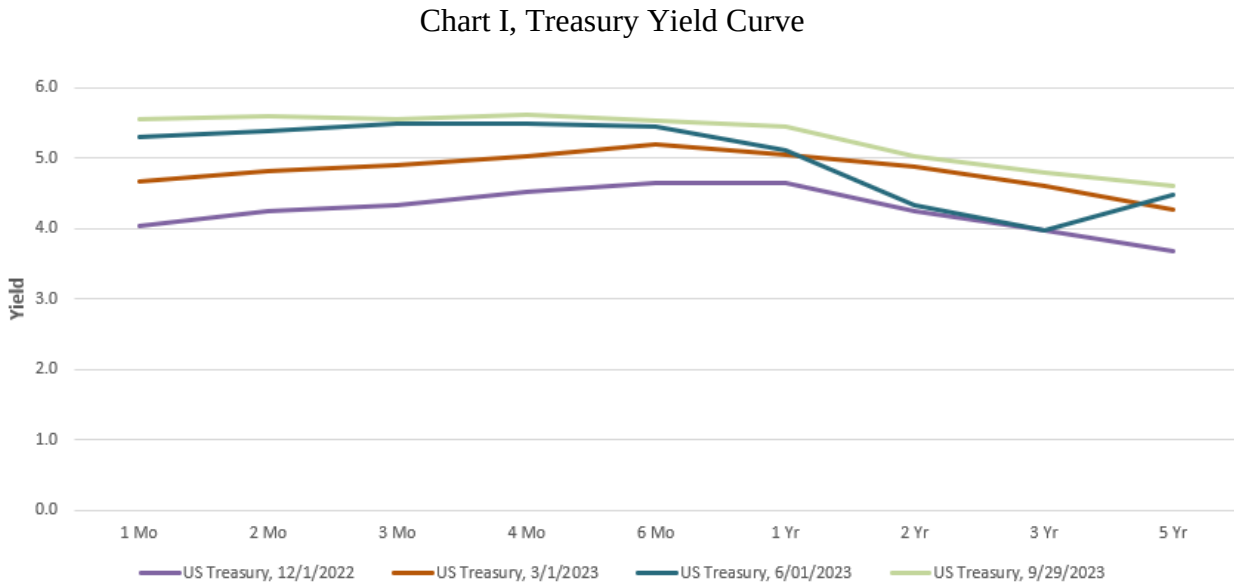
BACKGROUND:

Cash Management. The City continued to maintain significant cash with the Local Agency Investment Fund (LAIF). However, the non-LAIF investment option, also aligned with the City's investment policy, have outperformed LAIF by circa 200 basis points due to higher returns from US Treasury Bills. Staff to consider shifting more LAIF funds to non-LAIF accounts to maximize returns on high quality low risk options. Changes to the City's investment portfolio for the last quarter are shown in Table I, Cash and Investments. The table shows an \$8.21 million increase in total City cash primarily attributable to Measure X COPS funds, which was almost \$12MM at quarter ending September 30th, 2023.

Table I

Summary of Cash and Investments						
Amounts in Millions						
Quarter Ended September 30, 2023						
	June		September		Change (Curr - Prev)	
City	Yield	Amount	Yield	Amount	Yield	Amount
LAIF	3.42%	57.71	3.53%	\$ 58.16	0.11%	\$ 0.45
Corp Notes	Variable	-	Variable	-	Variable	-
Gov Notes	Variable	66.52	Variable	66.29	Variable	(0.23)
Commercial Paper	0.00%	-	0.00%	-	Variable	-
Bank	0.00%	8.37	0.00%	17.69	0.00%	9.32
All Others	Variable	0.42	Variable	0.68	Variable	0.25
	Subtotal	133.02	Subtotal	142.82	Subtotal	9.79
Successor						
LAIF	3.17%	\$ 2.94	3.53%	\$ 2.96	0.37%	0.02
Bank	0.00%	2.30	0.00%	0.13	0.00%	(2.17)
All Others	Variable	3.47	Variable	3.44	Variable	(0.04)
	Subtotal	8.71	Subtotal	6.53	Subtotal	(2.18)
PPSC-NPC						
Bank	4.59%	9.57	4.59%	10.17	0.00%	0.60
	Subtotal	9.57	Subtotal	10.17	Subtotal	0.60
Total Cash Assets		151.31		159.52		8.21

The quarterly LAIF interest rate was 3.53%, which represents a .11% increase from the previous quarter, as seen in Table I. Chart I, Treasury Yield Curve shows the treasury yield curve and its recent shift from December 2022 to September 2023. The Treasury Yield captures yield at various investment horizons. The chart demonstrates that short-term investments currently command higher yields than longer term investments. Therefore, staff has actively invested in 6 month Treasury Bills. Staff to explore repositioning some LAIF funds to capitalize on currently higher returns on US Treasury Bills, regarded as a high-quality investment.



Interest revenue is expected to outperform the previous year’s revenue precisely due to this non-LAIF investment option, which has yielded above 5%. Interest revenue is allocated to all city funds, based on each fund’s respective fund balance. Nearly half of the city’s interest revenue is allocated to the General Fund. Other significant funds, such as Fund 215 – Public Facilities Impact Fees, Fund 223 – FORA Dissolution Fund and Fund 422 – Measure X Capital Projects receive most of the remaining interest revenue. The city operates under an investment policy which can be found at: <http://www.cityofmarina.org/26/Finance>.

Interest Rate / Economy. The Federal Open Committee (FOMC) is the monetary policy making body of the Federal Reserve. They met two times during the 3rd calendar quarter of 2023 (from July 1 to September 30th) and began to slow the magnitude of interest rate hikes. Due to signs of easing inflationary pressures coupled with employment and productivity metrics, there was an interest rate hike of 25 basis points on July 26th. That was the only interest rate hike noted for the quarter as the FOMC held rates steady following their September 20th meeting. The expectation is that interest rates will remain steady between 5.25% and 5.50% while the Fed continues to closely monitor economic data. Staff will continue to monitor the yield curve and stay informed of economic forces and market conditions to maximize returns on investment.

Economically, the city is in a strong position. Property tax revenues remain and are experiencing a growth trajectory due to new development and increases in property values due to ownership transfers (real estate sales). Transient occupancy and sales tax revenues have recovered from the pandemic and continue to demonstrate reliable cash flow to the city that is consistent with expectations.

Portfolio Strategy. Staff's goal is to match or outperform LAIF. LAIF's quarterly performance was an ROI of 3.53%, whereas US Treasury Bills commanded above 5%, as shown in Chart I. Staff to explore repositioning some LAIF funds to capitalize on currently higher returns on US Treasury Bills, regarded as a high-quality investment.

ANALYSIS:

The attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's reports ("**EXHIBIT A**"). These include unreconciled balances of City, Successor Agency and Preston Park investments held by financial institutions as reported in their monthly statements.

FISCAL IMPACT:

Investing the City's cash in a safe manner can yield significant interest earnings for the City.

CONCLUSION:

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



Roger Sattoof
Financial Analyst
City of Marina

Laura Pruneda
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

EXHIBIT A

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

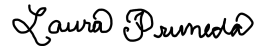
RE: Investment Report
Quarter Ended September 30, 2023

INVESTMENT SUMMARY:

	<u>Market Value</u>
Imprest Cash	\$ 2,000
Chase Checking/Savings Account/Certificate of Deposit	\$ 17,687,870
Local Agency Investment Fund	\$ 58,160,133
JP Morgan Investment Acct	\$ 66,696,978
US Bank Investments	\$ 674,238
	<u>\$ 143,221,218</u>

Cash not earning interest	\$ 17,689,870
Non earning cash as a percentage of total cash	12%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)



Laura Pruneda, Finance Director



Roger Sattoof, Financial Analyst
CITY OF MARINA
INVESTMENT AND EARNINGS REPORT
Quarter Ended September 30, 2023

EXHIBIT A

			Purchase						Book Value/	Unrealized	
			Date	Maturity	Coupon	Rate (%)	Face	Market Value	Cost Basis	Gain/(Loss)	
Petty Cash				N/A	NA	0.00%	2,000.00	2,000.00	2,000.00	-	
Chase	Checking	273582905	Sweep		NA	0.00%	5,716,605.53	5,716,605.53	5,716,605.53	-	
Local Agency Investment Fund (LAIF)		98-27-509		NA	NA	3.42%	58,160,132.72	58,160,132.72	58,160,132.72	-	
US Bank (Custodian)		244667000		N/A		0.00%	11,971,264	11,971,264	11,971,264	-	
JP Morgan Investments											
	US Treasury Bill	9/26/2023	3/21/2024	0.00%	5.39%	15,254,000	14,868,458	14,860,211		8,247	
	US Treasury Bill	6/21/2023	12/21/2023	0.00%	5.24%	10,000,000	9,882,111	9,741,787		140,324	
	US Treasury Bill	4/19/2023	10/19/2023	0.00%	4.93%	9,000,000	8,977,517	8,781,077		196,441	
	US Treasury Bill	8/10/2023	2/8/2024	0.00%	5.39%	11,000,000	10,790,993	10,717,518		73,475	
	US Treasury Bill	9/21/2023	3/21/2024	0.00%	5.37%	5,000,000	4,873,626	4,867,797		5,829	
	Federal Home Loan Bank	1/26/2023	10/3/2023	0.00%	4.75%	5,000,000	4,999,840	5,000,000		(160)	
	Federal Home Loan Bank	2/16/2023	2/2/2024	0.00%	4.77%	10,000,000	9,963,323	9,976,700		(13,377)	
	Fort Lauderdale FLA SPL	5/15/2023	1/1/2024	0.00%	4.85%	2,370,000	2,341,110	2,345,786		(4,676)	
	Total-JP Morgan Investment - 4617						67,624,000	66,696,978	66,290,875		406,103
US Bank											
	Marina Abrams B 2006	6711797700-10	Sweep	Sweep	NA	variable	674,238.01	674,238.01	674,238.01	-	
	2015 GO Refunding	6712129600-01	Sweep	Sweep	NA	variable	0.00	0.00	0.00	-	
	Total Trustee Accounts						674,238.01	674,238.01	674,238.01	-	
							144,148,240.26	143,221,218.46	142,815,115.74	406,103	

TOTAL

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.

The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

EXHIBIT A

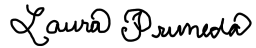
To: Marina City Council as Successor Agency to the Former Marina Redevelopment Agency
Investment Report
From: Roger Sattoof, Financial Analyst Quarter Ended September 30, 2023

RE:
INVESTMENT SUMMARY:

	<u>Market Value</u>
Chase Checking Account	\$ 133,557
Local Agency Investment Fund	\$ 2,959,642
US Bank Successor Agency Bonds	\$ 3,436,090
Total	<u>\$ 6,529,289</u>

Cash not earning interest	\$ 133,557
Non earning cash as a percentage of total cash	2%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet
the Successor Agency's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646) _____



Laura Pruneda, Finance Director



Roger Sattoof, Financial Analyst

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
INVESTMENT AND EARNINGS REPORT
Quarter Ended September 30, 2023

EXHIBIT A

INSTITUTION

		Purchase		Maturity	Coupon	Rate (%)	Face	Book Value	Market Value
		Date							
Local Agency Investment Fund (LAIF)		65-27-003	N/A	N/A	NA	3.42%	2,959,642.00	2,959,642.00	2,959,642.00
Chase	Checking	273582921	N/A	Sweep	NA	0.00%	133,556.67	133,556.67	133,556.67
US Bank	2018 Series A&B Bonds	6712220800-817	Sweep	Sweep	NA	variable	1,096,993.19	1,096,993.19	1,096,993.19
	2020 Series A&B Bonds	6712281500-508	Sweep	Sweep	NA	variable	995,029.28	995,029.28	995,029.28
	2023 Series A&B Bonds	219461000-006	Sweep	Sweep	NA	variable	1,344,067.61	1,344,067.61	1,344,067.61
	Total Trustee Accounts						3,436,090.08	3,436,090.08	3,436,090.08
							6,529,288.75	6,529,288.75	6,529,288.75

TOTAL

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.
The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

EXHIBIT A

To: Honorable Mayor and City Council Members

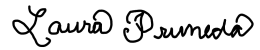
From: Roger Sattoof, Financial Analyst

RE: Investment Report
Quarter Ended September 30, 2023

INVESTMENT SUMMARY:
Bridge Bank - Capital Reserve Account

	<u>Market Value</u>
\$	10,171,508
\$	<u>10,171,508</u>

Cash not earning interest	\$	-
Non earning cash as a percentage of total cash		0%



Laura Pruneda, Finance Director



Roger Sattoof, Financial Analyst

EXHIBIT A

Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC)
INVESTMENT AND EARNINGS REPORT

INSTITUTION	Purchase				Face	Book Value	Market Value
	Date	Maturity	Coupon	Rate (%)			
Bridge Bank	XXXXXX9858	NA	NA	4.59%	10,171,507.80	10,171,507.80	10,171,507.80
TOTAL					10,171,507.80	10,171,507.80	10,171,507.80

ORDINANCE NO. 2023-14

AN ORDINANCE AMENDING TITLE 10 TO ADD A NEW CHAPTER, CHAPTER 10.46 –
MOBILE FOOD VENDING AND SIDEWALK VENDING, TO THE MARINA MUNICIPAL
CODE TO REGULATE MOBILE FOOD VENDING AND SIDEWALK VENDING.

-oOo-

1. Mobile food vending is currently not permitted within the City of Marina. Establishing regulations in Title 10 (Vehicles and Traffic) of the Marina Municipal Code (MMC) would allow mobile food vendors to operate safely within certain rights-of-way and on private property in commercial, industrial, and mixed land use designations, with certain restrictions.

2. Adopting an ordinance would increase access to goods provided by mobile food vendors, create an environment where storefronts and vendors can thrive and contribute to the local economy, limit pedestrian conflicts and protect access to public thoroughfares, and limit vending only to areas of the City where adequate infrastructure is in place to accommodate vendors and protect public health and safety.

3. The proposed zoning code amendment, if implemented, would establish the requirement for a mobile food vending license. Operators would pay a fee established by resolution of the City Council. The fee would generate revenue to offset the costs of staff time in reviewing applications and issuing licenses. Implementation of the ordinance could result in increased tax revenue for the City. The City's fee schedule does not currently include a fee that could be used. An appropriate fee would be determined by the City Council and added to the fee schedule by resolution.

4. The City Council of the City of Marina reviewed the proposed amendments and considered the recommendations of the Planning Commission and held a duly noticed public hearing on December 5, 2023.

5. The City of Marina Planning Commission, at a duly noticed public hearing on September 28, 2023, adopted Resolution 2023-18 recommending that the City Council adopt the proposed amendment.

6. Environmental. In accordance with the California Environmental Quality Act (CEQA), this ordinance is not subject to CEQA pursuant to the State CEQA Guidelines, California

Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA and no further environmental review is necessary.

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

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

SECTION 2. The City Council of the City of Marina determines the proposed ordinance amendment is not a project pursuant to CEQA Guideline Section 15061(b)(3).

SECTION 3. 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 4. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 5. 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 on December 5, 2023, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on December 19, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Chapter 10.46

Mobile Food Vending and Sidewalk Vending

<u>10.46.010</u>	<u>Purpose</u>
<u>10.46.020</u>	<u>Definitions</u>
<u>10.46.030</u>	<u>Required permits and licenses</u>
<u>10.46.040</u>	<u>Exemptions</u>
<u>10.46.050</u>	<u>Operating standards</u>
<u>10.46.060</u>	<u>License denial, suspension and revocation</u>
<u>10.46.070</u>	<u>Sidewalk vending</u>
<u>10.46.080</u>	<u>Enforcement</u>

10.46.010 Purpose

The purpose of this chapter is to establish clear operating requirements for mobile food vendors and sidewalk vendors, including regulations for enforcement. Regulations are intended to:

- A. Increase access to goods provided by mobile food vendors and sidewalk vendors.
- B. Create an environment where storefronts and vendors can each thrive and contribute to the local economy.
- C. Limit pedestrian conflicts and protect access to public thoroughfares.
- D. Restrict mobile food vending in areas of the City where high traffic volumes, narrow rights-of-way, or inadequate infrastructure present public health and safety hazards.
- E. This ordinance shall not be effective in the Coastal Zone unless and until the City's Local Coastal Plan is amended to include it.

10.46.020 Definitions

For purposes of this chapter:

“Mobile food vending vehicle” means any self-propelled, motorized device by which any person or property may be propelled or moved upon a public street or private property, excepting a device moved exclusively by human power, or which may be drawn or towed by a self-propelled, motorized vehicle, from which foodstuffs are sold, displayed, solicited, or offered for sale, bartered, exchanged, given, or otherwise conveyed.

“Mobile food vendor” means a person who sells, displays, solicits, or offers for sale, exchange, gift, or otherwise conveys food or beverages from any vending vehicle on a public street or private property.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction, as defined in California Government Code Section 51036.

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path, as defined in California Government Code Section 51036.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location, as defined in California Government Code Section 51036.

10.46.030 Required permits and licenses

It shall be unlawful for any person to maintain, manage or operate any mobile food vending vehicle within the City without a license and unless such activity is performed in strict compliance with the chapter, and all applicable laws, rules, and regulations.

- A. An application for a mobile food vendor shall include the following:
 - 1. Health permit issued by the County of Monterey Health Department. A separate health permit shall be obtained for each vehicle, even when conducted under the same ownership.
 - 2. Valid business license issued pursuant to MMC Title 5.
 - 3. Completed mobile vending license application form and fee.
- B. Issuance
 - 1. Separate mobile food vending licenses are required for mobile food vendors operating on in the public right-of-way or on private property. Upon submission of a complete application, a mobile food vending license may be approved or denied by the City Engineer (for vendors operating in the public right-of-way) or Community Development Director (for vendors operating on private property), or their respective designees.
- C. Expiration and Renewal
 - 1. Each license is time limited and there is no guarantee of renewal.
 - 2. A mobile food vending license shall expire on June 30th of each calendar year, regardless of the date issued.
 - 3. No mobile food vending license shall be automatically renewed. It shall be the responsibility of the mobile food vendor to apply for renewal of a mobile food vending license on or before June 30th of each year.
 - 4. A mobile food vending license issued pursuant to this chapter shall not be assigned, transferred, sold, or otherwise conveyed to any other person by the person to whom such license has been issued.
 - 5. Circumstances for nonrenewal may include, but are not limited to, outstanding fees, code violations, validated complaints, or other similar infractions.

10.46.040 Exemptions

The following are exempt from the requirement to obtain a mobile food vending license, but operators must comply with applicable subsections of MMC 10.~~xx~~46.050, obtain a valid health permit from the County of Monterey Health Department, and may be required to pay associated event fees.

- A. An event authorized by a special event permit, temporary use permit, or other permit or entitlement issued by the City, such as for an authorized street fair.
- B. An event at a school, assembly use facility, or recreational facility provided that the vendor is in partnership with the organization conducting the event and is located on the site of the event.
- C. An event at a public park with prior City approval for a special event.

10.46.050 Operating standards

A. A mobile food vendor shall:

- 1. Operate in compliance with all applicable standards of the County of Monterey Health Department and the California Health and Safety Code.
- 2. A mobile food vending license issued pursuant to this chapter must be prominently displayed on the mobile food vending vehicle at any time vending occurs.
- 3. Not display, sell, or exchange any item other than food and/or beverages within City limits.
- 4. Not display, sell, or exchange any beverage containing alcohol.
- 5. Comply with all applicable food labeling requirements established by the State of California.
- 6. At all times operate in compliance with the California Vehicle Code, the MMC, and all posted parking, stopping, and standing restrictions.
- 7. Provide garbage, recycling, and food waste receptacles for immediate use by customers.
- 8. Pick up, remove, and dispose of all garbage and/or materials and food waste dispensed from the vending vehicle and any residue deposited on the street from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where mobile food vending is occurring.
- 9. Operate in compliance with MMC Chapter 8.50, prohibiting polystyrene foam containers, and MMC Chapter 8.60, governing the use of single-use carryout bags.
- 10. Store all vehicles and foodstuffs at an approved commissary or commercial location approved by the County of Monterey Health Department. No mobile food vending vehicle shall be stored at any residential property within the City.

B. *Operation on Public Streets.* In addition to the requirements in subsection (A) of this section, a mobile food vending vehicle on a public street or highway shall:

- 1. Comply with all operating conditions imposed in the mobile food vendor license.
- 2. Operate only from public streets with adequate curb, gutter, and sidewalk improvements.

3. Not conduct business or operate on the same block for any longer than allowed by parking restrictions on the block, but in no event for longer than three hours, and shall not within a period of two hours again operate such vehicle within the limits of such block.
4. Not conduct business or operate within one block of any public or private school grounds on days that school is open between the hours of 8:00 a.m. and 5:00 p.m.
5. Only conduct business from a licensed vehicle, wagon, trailer, or truck on a public street while parked in a legal parking space.
6. Only conduct business from the following rights-of-way:
 - a. All side streets within one block of Del Monte Boulevard, Imjin Parkway, and Reservation Road, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts;
 - b. Healy Avenue between Marina Drive and Paul Davis Drive;
 - c. Neeson Road;
 - d. Paul Davis Drive;
 - e. Other public streets adjacent to industrial, commercial, or mixed-use zoning districts, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts.
7. Only conduct business in rights-of-way adjacent to commercial, industrial, airport, multifamily residential, or open space zones between the hours of 7:00 a.m. and ~~11~~11:00 p.m.
8. Not operate in yellow commercial loading/unloading zones, white passenger zones, or red “no parking” zones.
9. Not encroach into a bicycle lane with any portion of a mobile food vending vehicle.
10. Not dispense food or beverages to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
11. Not encroach onto a public sidewalk with any part of a vehicle, wagon, trailer, or truck, or any other equipment or furniture related to the operation of the business without a minimum ~~six~~six-foot clearance.

C. *Operation on Private Property.* In addition to the requirements in section (A) of this section, a mobile food vending vehicle operating on private property shall:

1. Confine the entire operation to private property, including queueing of patrons.
2. Not encroach onto a sidewalk or other onsite route of access to the private property with any part of a vehicle, wagon, trailer, or truck, or any other equipment or furniture related to the operation of the business without a minimum ~~six~~six-foot clearance.
3. Provide the City with documentation from the property owner indicating permission to operate on the premises has been granted.
4. Only operate on parcels that allow industrial, commercial, or mixed uses.
5. Operate in compliance with the parking requirements in MMC Chapter 17.44. Use of parking areas for the mobile vending vehicle shall not reduce the

number of parking spaces for the established use below the standard required in the MMC.

10.46.060 License denial, suspension and revocation

- A. The City Manager or designee shall have the authority to suspend or revoke the mobile food vending license for any reason, including but not limited to violation of any provision of the license, this Chapter, the MMC, the County of Monterey Health Department, or state law.
- B. Any person whose application has been denied, or whose mobile food vending license has been suspended or revoked may appeal the decision pursuant to MMC Chapter 17.70.

10.46.070 Sidewalk vending

- A. A sidewalk vendor shall not operate without a valid sidewalk vending license and business license issued by the City.
- B. A sidewalk vendor shall comply with all applicable food labeling requirements established by the State of California in Government Code Chapter 6.2 Sections 51036 through 51039, as may be amended.
- C. A sidewalk vendor shall comply with MMC Chapter 8.50, prohibiting the use of polystyrene foam containers, and Chapter 8.60 governing use of single-use carryout bags.
- D. *Operation in Residential Zones.* In addition to the requirements in subsection (A) through (C) of this section, the following restriction applies to sidewalk vendors operating in residential zones:
 - 1. Roaming and stationary sidewalk vendors shall operate between the hours of 9:00 a.m. and 7:00 p.m.

10.46.080 Enforcement

Mobile food vendors or sidewalk vendors that are not operating in compliance with the Chapter are considered to be in violation of the MMC, and subject to enforcement under Chapters 1.08, 1.10 and 1.12.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL CONSIDER INTRODUCING ORDINANCE NO. 2023-,
AMENDING THE MARINA MUNICIPAL CODE, SECTION 2.04.010
REGARDING MEETING TIMES**

REQUEST:

It is requested the City Council:

1. Open a public hearing and consider introducing Ordinance No. 2023-, which amends the Marina Municipal Code, Section 2.04.010 regarding the City Council meeting time (**EXHIBIT A**).

DISCUSSION:

The Marina Municipal Code (MMC) Section 2.04.010, which was last amended in 2001, provides that regular meetings of the City Council shall be held on the first and third Tuesdays of the month, beginning at 5:30 p.m.

In 2011, the Council adopted Resolution 2011-24, which amended prior Resolution 80-71 establishing the Rules and Procedures for the Conduct of Meetings of the City Council (Rules and Procedures). The Council established that closed session, if any, would commence at 5:30 p.m., followed by open session at 6:30 p.m. In 2019, the Council adopted Resolution 2019-107, to modify the start time set forth in the Rules and Procedures. The Council meeting times were designated as 5:00 p.m. for closed session, if any, followed by open session at 6:30 p.m. In December of each year, the Council adopts a regular meeting schedule establishing the dates and times for the following calendar year.

Staff proposes to amend Chapter 2.04 of the MMC, City Council, to codify the Council's actions implemented in the Rules and Procedures as follows (additions shown in bold, italicized text; deletions shown in strikethrough text):

2.04.010 Meetings – Time

The regular meetings of the city council shall be held on the first and third Tuesdays of each month ***convening at the hour of 5:00 five-thirty p.m. if there is a closed session and convening in open session at 6:30 p.m. The time and date of council meetings may be set by resolution adopted by the council.***

The proposed amendment would also allow Council to establish future Council meeting dates and time by Resolution of the Council.

CEQA:

Adoption of Resolution 2023-, which amends the City's Rules and Procedures, is not subject to California Environmental Quality Act (CEQA) as it is not a "project" pursuant to Section 15378 of the CEQA Guidelines.

FISCAL IMPACT:

None identified.

CONCLUSION:

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

Respectfully submitted,

Heidi A. Quinn

Heidi Quinn
Interim City Attorney
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

ORDINANCE 2023-__

**AN ORDINANCE AMENDING SECTION 2.04.010 OF THE MARINA MUNICIPAL
CODE REGARDING COUNCIL MEETING TIMES**

WHEREAS, the Marina Municipal Code (MMC) Section 2.04.010 provides that regular meetings of the City Council shall be held on the first and third Tuesdays of the month, beginning at 5:30 p.m.;

WHEREAS, in 2011, the Council adopted Resolution 2011-24, which amended prior Resolution 80-71 establishing the Rules and Procedures for the Conduct of Meetings of the City Council (Rules and Procedures), and provided that closed session, if any, would commence at 5:30 p.m., followed by open session at 6:30 p.m.;

WHEREAS, in 2019, the Council adopted Resolution 2019-107, modifying the Rules and Procedures, to provide that Council meetings would commence at 5:00 p.m. for closed session, if any, followed by open session at 6:30 p.m.;

WHEREAS, Staff proposes to amend MMC Section 2.04.010, Meetings – Times, to codify the Council’s actions implemented in the Rules and Procedures, and to allow the Council to adjust meeting dates and times by Resolution, as needed; and

WHEREAS, amendment of the Council meeting times is not subject to California Environmental Quality Act (CEQA) as it is not a “project” pursuant to Section 15378 of the CEQA Guidelines.

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

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

SECTION 2. Amendment of the Code. Marina Municipal Code Section 2.04.010, Meetings – Times, is amended, and shall read as follows, with additions shown in italicized, bold text, and deletions shown in strike-out text:

2.04.010 Meetings – Time

The regular meetings of the city council shall be held on the first and third Tuesdays of each month ~~convening at the hour of 5:00 five-thirty p.m.~~ ***if there is a closed session and convening in open session at 6:30 p.m. The time and date of council meetings may be set by resolution adopted by the council.***

SECTION 3. Severability. **If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.**

SECTION 4. Implementation. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on December 19, 2023, and was passed and adopted at a regular meeting duly held on January 17, 2024, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

November 7, 2023

Agenda Item: **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING MAYOR'S 2024 RECOMMENDATION FOR MAYOR PRO
TEM AND CITY COUNCIL MEMBER ASSIGNMENTS TO VARIOUS
COMMITTEES /COMMISSIONS /BOARDS**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving Mayor's 2024 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.

BACKGROUND:

Annually, the Mayor considers appointing a Mayor Pro Tem and makes recommendations for City Council Member assignments to various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies.

ANALYSIS:

Mayor Delgado has considered these appointments and is making recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies ("EXHIBIT A").

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEWED AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING MAYOR'S 2024 RECOMMENDATION FOR MAYOR PRO
TEMPORE AND CITY COUNCIL MEMBER 2024 ASSIGNMENTS TO
COMMITTEE/COMMISSION/BOARD ASSIGNMENTS

WHEREAS, annually, the Mayor considers City Council Member assignments to various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies; and

WHEREAS, Mayor Delgado has considered these appointments and is making recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies (**"EXHIBIT A"**).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina hereby approve the Mayor's recommendations for Mayor Pro Tempore and City Council Member assignments to various commissions, committees and boards.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

<u>AGENCY</u>	<u>STIPEND</u>	<u>MEMBERS</u>
1) City of Marina Mayor Pro Tem		Liesbeth Visscher
<u>SPECIAL DISTRICTS</u>		
1) Monterey Regional Waste Management District (MRWMD) 3 rd Friday, 9:00 a.m., 14201 Del Monte Blvd, Marina Tim Flanagan, General Manager PO Box 609 Marina, CA 93933 Ph: 384-5313; Fax: 384-3567 Web Site: www.mrwmd.org	\$100/Mtg	Member: Bruce C. Delgado 4-year term through 2026
2) Northern Salinas Valley Mosquito Abatement District (NSVMAD) 2 nd Tuesday, 12 noon, Board of Trustees 342 Airport Blvd Salinas, CA 93905 Ph: 422-6438 (Salinas Office) 373-2483 (Marina Residents); Fax: 422-3337	\$100/Mtg	Member: Nancy Amadeo 4-year term through 2026
3) Monterey-Salinas Transit (MST) 2 nd Monday, 10 a.m., One Ryan Ranch Rd, Monterey Carl Sedoryk, General Manager Monterey CA 93940 Ph: 393-8192; Fax: 899-3954 Web Site: www.mst.org	\$100/Mtg	Member: Liesbeth Visscher Alternate: Bruce C. Delgado

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

JOINT POWERS AUTHORITIES

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

SPECIALLY CONSTRUCTED ORGANIZATIONS

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

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

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

PARTICIPATION WITH OTHER AGENCIES

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

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

LIAISON TO CITY COMMISSIONS & COMMITTEES

No Compensation

- | | | |
|----|--|---|
| 1) | Economic Development Commission (EDC)
3 rd Thursday, 4:00 p.m., Council Chambers | Council Member: Brian McCarthy |
| 2) | Planning Commission (PC)
2 nd & 4 th Thursday, 6:30 p.m., Council Chambers | Council Member: Kathy Biala |
| 4) | Public Works Commission
3 rd Thursday, 6:30 p.m., Council Chambers | Council Member: Liesbeth Visscher |
| 5) | Recreation & Community Services Commission
1 st Wednesday, 6:15 p.m., Council Chambers | Council Member: Cristina Medina Dirksen |

AMENDMENT APPROVED at a Regular Meeting of the City Council duly held on December 19, 2023

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

November 7, 2023

Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING REGULAR CITY COUNCIL MEETING SCHEDULE FOR
2024 CALENDAR YEAR.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving regular City Council meeting schedule for 2024 Calendar Year.

BACKGROUND:

The City Council meets regularly on the first and third Tuesdays of each month.

Historically, City Council meetings scheduled for the Tuesday after a holiday have been rescheduled to the Wednesday following the holiday. This change to the regular schedule allows City Council members and the public an opportunity to ask questions from staff sufficiently in advance of attendance at a regular City Council meeting.

In 2024, the holidays and special events that may affect agenda packet review include: New Year's Day (Monday, January 2nd Observed) Martin Luther King Jr, Birthday (Monday, January 15th), Presidents Day (Monday, February 19th); National Night Out (Tuesday, August 6th); Labor Day (Monday, September 2nd); and Election Day (Tuesday, November 5th).

ANALYSIS:

Staff is proposing that the City Council consider a modification to our meeting schedule that cancels one of the council meetings in each of June, July, and August. This would make it easier for the council and staff to schedule time for vacation during the summer months when school is out and when people typically take vacations and not have to miss a council meeting to take a vacation. This would also assist in helping staff maintain a better work/life balance.

Many cities and counties schedule a summer break for staff and council. Some will not schedule any meetings during one particular summer month, others will do a schedule as staff is proposing. This change will require more efficiency in the remaining meetings for June, July, and August, however, since we will be in the second year of our two-year budget cycle, we will not be scheduling any budget meetings during the summer which will make the transition to the proposed schedule easier.

We are proposing that we cancel the 2nd council meeting of the summer months, which would be the June 18th, July 16th, and August 20th city council meetings.

The 2024 Calendar is proposed which includes rescheduling nine (9) meeting dates (“**EXHIBIT A**”).

1. Regular meeting of Tuesday, January 2, 2024 (Cancelled) due to New Year's Day
2. Regular meeting of Tuesday, January 16, 2024, to Wednesday, January 17, 2024
3. Regular meeting of Tuesday, February 20, 2024, to Wednesday, February 21, 2024

4. Regular meeting of Tuesday, June 18, 2024 (Cancelled) due to summer vacation.
5. Regular meeting of Tuesday, July 15, 2024 (Cancelled) due to summer vacation.
6. Regular meeting of Tuesday, August 6, 2024, to Wednesday, August 7, 2024
7. Regular meeting of Tuesday, August 20, 2024 (Cancelled) due to summer vacation.
8. Regular meeting of Tuesday, September 3, 2024, to Wednesday, September 4, 2024
9. Regular meeting of Tuesday, November 5, 2024, to Wednesday, November 6, 2024

Rescheduling these meeting dates will allow the time necessary for questions and clarifications from the City Council and any interested parties.

As a matter of governance, the City holds City Council meetings and establishing the 2024 calendar in advance provides the City Council, staff and public advanced notice in regard to when the regular business of the City will be discussed.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEW AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING REGULAR MEETING SCHEDULE FOR 2024 CALENDAR YEAR

WHEREAS, In 2024, the holidays and special events that may affect agenda packet review include: New Year's Day (Monday, January 2nd Observed) Martin Luther King Jr, Birthday (Monday, January 15th), Presidents Day (Monday, February 19th); National Night Out (Tuesday, August 6th); Labor Day (Monday, September 2nd); and Election Day (Tuesday, November 5th).

WHEREAS, the 2024 Calendar is proposed which includes rescheduling the regular meetings of:

1. Regular meeting of Tuesday, January 2, 2024 (Cancelled) due to New Year's Day
2. Regular meeting of Tuesday, January 16, 2024, to Wednesday, January 17, 2024
3. Regular meeting of Tuesday, February 20, 2024, to Wednesday, February 21, 2024
4. Regular meeting of Tuesday, June 18, 2024 (Cancelled) due to summer vacation.
5. Regular meeting of Tuesday, July 16, 2024 (Cancelled) due to summer vacation.
6. Regular meeting of Tuesday, August 6, 2024, to Wednesday, August 7, 2024
7. Regular meeting of Tuesday, August 20, 2024 (Cancelled) due to summer vacation.
8. Regular meeting of Tuesday, September 3, 2024, to Wednesday, September 4, 2024
9. Regular meeting of Tuesday, November 5, 2024, to Wednesday, November 6, 2024

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina hereby approves the Regular Meeting schedule for 2024 Calendar Year (**"Exhibit A"**).

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
PH. 831. 884.1278; FAX 831.384.9148
www.cityofmarina.org

MARINA CITY COUNCIL REGULAR MEETING SCHEDULE 2024

Tuesday, January 2, 2024 (Cancelled)
****Wednesday, January 17, 2024***

Tuesday, February 6, 2024
****Wednesday, February 21, 2024***

Tuesday, March 5, 2024
Tuesday, March 19, 2024

Tuesday, April 2, 2024
Tuesday, April 16, 2024

Tuesday, May 7, 2024
Tuesday, May 21, 2024

Tuesday, June 4, 2024
Tuesday, June 18, 2024 (Cancelled)

Tuesday, July 2, 2024
Tuesday, July 16, 2024 (Cancelled)

*****Wednesday, August 7, 2023***
Tuesday, August 20, 2024 (Cancelled)

****Wednesday, September 4, 2024***
Tuesday, September 17, 2024

Tuesday, October 1, 2024
Tuesday, October 15, 2024

******Wednesday, November 6, 2024***
Tuesday, November 19, 2024

Tuesday, December 3, 2024
Tuesday, December 17, 2024

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

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

***** Regular Meeting rescheduled due to Election Day**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
EMC PLANNING GROUP, INC. TOTALING \$33,647.50, FOR THE
PREPARATION OF A GRANT APPLICATION TO THE CALIFORNIA
COASTAL CONSERVANCY FOR FUNDING COASTAL ACCESS
TRAIL IMPROVEMENTS AT THE FORT ORD DUNES STATE PARK
AND LAKE COURT.**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving a Professional Services Agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding coastal access trail improvements at the Fort Ord Dunes State Park and Lake Court.

BACKGROUND:

Earlier this year, staff became aware of possible grants available from the California State Coastal Conservancy for improving access to the coast and beaches. In October, city staff met with officials from the California State Coastal Conservancy (SCC) and toured the four primary beach access points in Marina: Fort Ord Dunes State Park, Lake Drive and Lake Court, Marina State Beach, North Marina Beach at Dunes Drive.

SCC felt that Marina could qualify for these grants and encouraged City staff to apply for a Coastal Conservancy grant with a focus on beach access improvements at the Fort Ord Dunes State Park and Lake Court and Lake Drive. SCC is working on a similar beach access project with City of Sand City and is working with Esme Wahl, Associate Planner at EMC Planning Group.

The intent of this grant is to improve access at these sites for everyone, but also specifically to help those with mobility, physical, and ADA limitations.

ANALYSIS:

The agreement, as outlined in **(EXHIBIT A)** lists EMC's full scope and role in working with both the City and staff from both SCC and the Coastal Conservancy Project. EMC will be the lead agency to facilitate the project initiation, administration, coordination, meeting and site visits, pre-application and full application submittal prior to the January 26, 2024 SCC Coastal Conservancy Grant deadline. The scope of improvements will be focused on coastal access trails and the beach at Fort Ord Dunes State Park, and improvements to coastal access trails and beach behind Lake Ct., which would connect Central Marina to the beach.

FISCAL IMPACT:

This project will be funded from Unallocated Fund Balance.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MARINA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC. TOTALING \$33,647.50, FOR THE PREPARATION OF A GRANT APPLICATION TO THE CALIFORNIA COASTAL CONSERVANCY FOR COASTAL ACCESS TRAIL IMPROVEMENTS AT THE FORT ORD DUNES STATE PARK AND LAKE COURT DRIVE.

WHEREAS, Marina has limited access points to the coast due to the coastal dunes; and

WHEREAS, the Fort Ord Dunes Park and Lake Court access points are deteriorating and do not provide access by those with limited mobility and the California Coastal Conservancy has funds available to make improvements to access the coast.

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

1. Approve the agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding coastal access trail improvements at the Fort Ord Dunes State Park and Lake Court; and
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

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



Planning for Success.

November, 30, 2023

Cyrah Caburian
Executive Assistant
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Re: Proposal for Services: Coastal Conservancy Grant Application Assistance

Dear Cyrah,

Thank you for reaching out to EMC Planning Group to prepare a scope and budget for the preparation of a grant application to the California Coastal Conservancy. EMC Planning Group is currently assisting Sand City with a grant application to the Coastal Conservancy for a similar trail and coastal access improvement project involving State Parks land in Sand City. For Sand City, we helped the City define their project scope (including working with technical subconsultants), prepared a pre-application which was approved by Conservancy staff, have continued to meet and coordinate with Coastal Conservancy staff and State Parks staff, and anticipate grant approval in February, per recommendation from Conservancy staff to their board. During this process we have developed a strong working relationship with Coastal Conservancy staff and State Parks staff, and we look forward to continuing these relationships and assisting the City of Marina with their coastal conservancy grant project.

It is our understanding, based on conversations with Andrea Willer, Recreation & Cultural Services Director and Tim Duff, Coastal Conservancy Project Specialist, that the City of Marina would like to apply for grant funding for improvements to coastal access trails and beach access at Fort Ord Dunes State Park and improvements to coastal access trails and beach access from Lake Court which would help connect central Marina to the beach. We will continue to define the project description once under contract with City of Marina staff.

EMC Planning Group proposes to conduct the following services:

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

601 Abrego Street, Monterey, CA 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

Task 1. Project Initiation, Administration, and Coordination

This includes preparing schedules and budgets, contract execution, preparing project and contract files, preparing and monitoring budgets, processing invoices and payments, EMC Planning Group staff administration, overall project administration, and coordination with the City.

Deliverables: Invoices; Progress Reports

Task 1 Costs: \$3,025

Task 2. Meetings and Site Visits

Task 2.1 Site Visits

EMC Planning Group plans to attend up to two (2) site visits with City staff, State Parks staff, and Coastal Conservancy staff to walk the project site, discuss project ideas, constraints, and opportunities and take photographs for application graphics.

Task 2.2 Meetings with Marina staff

EMC Planning Group anticipates ongoing coordination with City of Marina staff. This task assumes up to five (5) meetings with City staff.

Task 2.3 Meetings with State Parks Staff

EMC Planning Group anticipates ongoing coordination with State Parks staff. This task assumes up to three (3) meetings with State Parks staff.

Task 2.4 Meetings with Coastal Conservancy Staff

EMC Planning Group anticipates ongoing coordination with Coastal Conservancy staff. This task assumes up to two (2) meetings with Conservancy staff.

Deliverables: Meeting notes.

Task 2 Costs: \$7,535

Task 3. Pre-Application Submittal

The coastal conservancy grant pre-application is a preliminary application that is required before a full application can be submitted. The pre-application requests short answers and is a high-level overview of the project. Conservancy staff review the pre-application and notify applicant's if they have been invited to submit the full application.

Task 3.1 *Refine Project Scope*

EMC Planning Group will work with City of Marina staff to refine the project description. This may require working with a landscape architect or civil engineer to refine project specifics, including producing high-level maps of the proposed project concept for the pre-application.

Task 3.2 *Prepare and Submit Pre-application*

EMC Planning Group will prepare the pre-application, including producing graphics and a written narrative.

Deliverable: Project description; identify necessary technical consultants; preliminary project concept map; pre-application submittal.

Task 3 Costs: \$6,210

Task 4. Full Application

After review of the pre-application, Conservancy staff will notify the City if they are invited to submit a full application. The full application is much more in-depth and requires a full task breakdown and budget spreadsheet.

Task 4.1 *Meet with Coastal Conservancy Staff*

Once the preapplication is approved by Coastal Conservancy staff, EMC Planning Group will attend a zoom meeting with Coastal Conservancy staff to discuss the project, including any further deliverables or needs from conservancy staff in the full application.

Task 4.2 *Prepare Full Application*

Based on feedback from Conservancy staff, EMC Planning Group will prepare a full application in which a detailed project description, including project tasks and budget, will need to be provided. At this time, technical studies and subconsultants will be identified. For example, land and public right-of-way surveying, sea-level rise analysis, biological assessments, and 30% design plans will be required to be developed as part of the planning for the parking lot and trail improvements. In order to have a scope and budget for these tasks, EMC Planning Group will coordinate with technical subconsultants, as needed, for scope and budgets. EMC Planning Group will submit the full application.

Task 4.3 Coordinate with Conservancy Staff in Advance of Hearing

After the full application is submitted and Coastal Conservancy staff review the application, they will likely have requests for more information. Examples of this include: letters of support from Senator Laird and Assembly Member Dawn Addis' Office; additions to the project scope of work or budget; letters of support from State Parks; and ongoing email coordination. EMC Planning Group will handle all requests from Conservancy staff leading up to the hearing and will track it's progress to get on a hearing agenda.

Deliverables: Meeting notes; proposal from technical subconsultants; and full application submittal.

Task 4 Costs: \$16,820

Summary

EMC Planning Group will provide planning services for the coastal conservancy grant application outlined herein and will charge on a time and materials basis to complete these tasks, in accordance with EMC Planning Groups' fee schedule (see [Exhibit A](#)). The total cost for the tasks outlined above is \$33,647.5. This cost was determined based on our estimated hours for each task (see [Exhibit B](#)) and from our experience of the time required to prepare the Sand City Coastal Conservancy Grant Application. We will not exceed this amount without authorization from you and will only charge for our actual work effort.

Please contact Michael Groves at groves@emcplanning.com or Esme Wahl at wahl@emcplanning.com if you have any questions regarding this scope and budget.

We are very excited to work with the City of Marina on this project.

Sincerely,



Michael J. Groves, AICP
President/Senior Principal



Esme Wahl
Associate Planner

EMC Planning Group Fee Schedule





EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2023)

Principals		Hourly Billing Rate	
Senior Principal		\$275.00	
Principal		\$250.00	
Planners			
Principal Planner		\$220.00	
Senior Planner		\$195.00	
Associate Planner		\$165.00	
Assistant Planner		\$140.00	
Biologists		Monitoring Rate	
Principal Biologist	\$210.00	(\$150.00)	
Senior Biologist	\$170.00	(\$130.00)	
Associate Biologist	\$145.00	(\$120.00)	
Assistant Biologist	\$125.00	(\$100.00)	
Archaeologist			
Registered Professional Archaeologist	\$145.00		
Support Staff			
Desktop Publisher	\$150.00		
Executive Assistant/Production Manager	\$125.00		
Administrative Assistant	\$115.00		
GIS/Graphics Technician	\$140.00		

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

Project Budget

B
EXHIBIT

City of Marina - Fort Ord Dunes Improvements, Coastal Conservancy Grant Application								
Task	EMC Planning Group Inc.							
Staff	Senior Principal	Associate Planner (Esme Wahl)	Principal Biologist	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$275.00	\$165.00	\$210.00	\$140.00	\$125.00	\$115.00		
Task 1. Project Initiation, Adminsitration, and Coordination	4	8	0	0	3	2	17	\$3,025.00
Task 2. Meetings and Site Visits								
Task 2.1 Site Visits	6	8	0	0	0	0	14	\$2,970.00
Task 2.2 Meetings with Marina Staff	3	8	0	0	0	0	11	\$2,145.00
Task 2.3 Meetings with State Parks Staff	2	4	0	0	0	0	6	\$1,210.00
Task 2.4 Meetings with Coastal Conservancy Staff	2	4	0	0	0	0	6	\$1,210.00
Task 3. Pre-Application								
Task 3.1 Refine Project Scope	3	14	0	0	0	0	17	\$3,135.00
Task 3.2 Prepare and Submit Pre-Application	2	12	0	3	1	0	18	\$3,075.00
Task 4. Full Application Preparation and Submittal								
Task 4.1. Meet with Coastal Conservancy Staff	1	1	0	0	0	0	2	\$440.00
Task 4.2 Prepare and Submit Full Application	5	75	2	4	0	0	86	\$14,730.00
Task 4.3 Coordinate with Conservancy Staff in Advance of Hear	0	10	0	0	0	0	10	\$1,650.00
Subtotal (Hours)	28	144	2	7	4	2	Total Hours	Total Cost
Subtotal (Cost)	\$7,700.00	\$23,760.00	\$420.00	\$980.00	\$500.00	\$230.00	187	\$33,590.00

Additional Costs	
Production Costs	\$0.00
Travel Costs @ 66 cents/mile	\$50.00
Postal/Deliverables	\$0.00
Miscellaneous	\$0.00
Administrative Overhead 15%	\$7.50
Total	\$57.50

Total Costs	\$33,647.50
--------------------	--------------------

NOTE: This proposed budget is valid for 90 days

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

CITY COUNCIL TO ADOPT RESOLUTION NO. 2023-, APPROVING A PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BEK COLLECTIVE FOR PROFESSIONAL SERVICES FOR THE MARINA GATEWAY SIGNS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2023-, approving a professional services agreement between the City of Marina and BEK Collective Inc., **EXHIBIT A**, for preparing conceptual designs for the primary points of entry into the City and the Airport, and;
2. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City Council approved a two-year CIP on October 5, 2021 (Resolution 2021-108). The City's Gateway Entry Sign Capital Program EDP 1809 budget is \$250,000. This funding is being provided by PG&E as mitigation fees for tree removal performed near their gas and electric facilities. The Airport's Gateway Entry Sign Capital Program 2103 is \$35,045. This funding is being provided by the Airport Enterprise Fund.

The proposed gateway signage provides a unique identity for the City and helps directs motorists to the Airport. Gateway sign locations include four (4) primary entry points into the City as well as the entry to the airport for a total of five (5) signage locations. The four City entry points will be similar in style materials, but the airport may have some unique attribute or feature specific to the airport. The possible gateway sign locations are at or near the following intersections:

1. Blanco Road at Reservation Road
2. Reservation Road at Highway 1
3. Del Monte Boulevard at Reindollar Avenue
4. Imjin Parkway at Highway 1
5. Reservation Road and Imjin Road (Airport Entry Sign)

To facilitate the design process, the City issued a Request for Qualifications (RFQ) to design professionals to submit qualifications for the gateway signage design services. Ultimately the envisioned services would support construction contracts to be awarded by the City Council for furnishing and construction of gateway signage. The City regularly enters into various professional services contracts during the course of business to support delivery of capital improvements.

On August 17, 2022, city staff released a Request for Qualifications to provide professional services for the design of City of Marina Gateway Entry Signs.

ANALYSIS:

On October 19, 2022 staff received Statements of Qualifications from five firms shown in the table below. A review panel of three city staff members and one staff member from Program Management Services firm Wallace Group reviewed and ranked the qualifications of the five firms. The firms were ranked on their qualifications for 1) Understanding of the City's Goals; 2) Project Manager; 3) Familiarity with Locality; 4) Specific Management Approach; 5) Experience; 6) Organization; and 7) Reputation.

Proposer	Final Ranking
BEK Collective Inc.	1
Verde Design	2
Graphic Solutions	3
Wald, Ruhnke & Dost Architects, LLP	4
EMC Planning Group	5

As shown in the table above, BEK Collective Inc. (BEK) was determined to be the most qualified proposer. BEK is able to provide the professional services requested. Bianca Koenig, the Project Manager from BEK, has performed similar work for the Sea Haven Development and a sub-consultant to for the City of Marina Dr. Martin Luther King Jr Sculpture Garden and is currently working on the landscape design for the Del Monte Boulevard medians. BEK's team includes partnering with Whitson Engineers, SSG Structural Engineers, Gray Electrical Consulting + Engineering, and Russell D. Mitchell & Associates for the proposed project design outlined in the RFQ.

Upon discussion with BEK, City staff agreed to refine the scope of work by removing items such as preparing construction documents for this project delivery phase. Therefore, the proposed revised scope of work being considered here would include the following:

1. Performing early public engagement, and
2. Preparing preliminary designs to bring to a community outreach meeting, and
3. Topographic mapping of the preferred locations, and
4. Preparing three schematic design options for both the City and Airport, and
5. Engage in a second phase of community outreach meeting, and
6. Presentation at Planning Commission and City Council meetings.

On January 26, 2023, BEK submitted a revised proposal for performing the work outlined above. Staff is recommending that the City enter into an agreement with BEK Collective to provide preliminary design and community outreach services.

ENVIRONMENTAL COMPLIANCE:

The approval of professional services agreement for the City of Marina Gateway Entry is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

FISCAL IMPACT:

The gateway entry sign design project to be delivered under the recommended contract is funded within the Capital Improvement Program (City Project No. EDP1809 and Airport Project No. 2103). The estimated cost to provide schematic designs for entry signs to the City and to the Airport is a not-to-exceed amount of \$74,032 which is 30 percent of the project budget.

The combining of the city and airport gateway entry signs design effort is deemed mutually beneficial to both entities since many of the activities, such as community outreach, could be performed simultaneously. Since four out of five of the design sites would be for the City, it is recommended that incurred project costs be shared between the City and Airport so that the City assumes 80 percent of the costs and 20 percent of the costs be assumed by the Airport.

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 CITY COUNCIL OF THE CITY OF MARINA APPROVING PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BEK COLLECTIVE FOR PROFESSIONAL SERVICES FOR THE MARINA GATEWAY SIGNS AND 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 City Council approved a two-year CIP on October 5, 2021 (Resolution 2021-108). The City's Gateway Entry Sign Capital Program EDP 1809 budget is \$250,000. This funding is being provided by PG&E as mitigation fees for tree removal performed near their gas and electric facilities. The Airport's Gateway Entry Sign Capital Program 2103 budget is \$35,045. This funding is being provided by the Airport Enterprise Fund; and

WHEREAS, on August 17, 2022, city staff released a Request for Qualifications to provide design services for the Gateway Signs; and

WHEREAS, on October 19, 2022, staff received Statements of Qualifications from five firms. A review panel of three city staff members and one staff member from Program Management Services firm Wallace Group reviewed and ranked the qualifications of the five firms; and

WHEREAS, the proposing firms were ranked on their qualifications for 1) Understanding of the City's Goals; 2) Project Manager; 3) Familiarity with Locality; 4) Specific Management Approach; 5) Experience; 6) Organization; and 7) Reputation; and

WHEREAS, BEK Collective Inc. (BEK) was determined to be the most qualified proposer; and

WHEREAS, city staff in consultation with BEK agreed to refine the scope of work by removing items such as preparing construction documents for this project delivery phase; and

WHEREAS, on January 26, 2023, BEK submitted a revised proposal for performing public outreach and topographic mapping; preparing three schematic design options for both the City and Airport, engage in a second phase of community outreach meeting, and presentation at Planning Commission and City Council meetings; and

WHEREAS, approval of professional services agreement for the City of Marina Gateway Entry is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

WHEREAS, a draft agreement to retain BEK for the professional services in a not-to-exceed amount of \$74,032 is attached as "EXHIBIT A"; and

WHEREAS, the gateway entry sign design project to be delivered under the recommended contract is funded within the Capital Improvement Program (City Project No. EDP1809 and Airport Project No. 2103); and

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

1. Approve a professional services agreements between the City of Marina and BEK Collective Inc. for preparing a conceptual design for the primary points of entry into the City, and;
2. Authorize the City Manager to execute the agreement on behalf of the City and the Airport subject to final review and approval by the City Attorney.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR GATEWAY SIGNAGE DESIGN SERVICES**

THIS AGREEMENT is made and entered into on _____, 2023, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and BEK Collective Inc., a California S Corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for gateway signage design services for the four gateways to the City and the one entry point to the Airport, hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. Consultant represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- D. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "B" attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

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

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

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2024, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) Contractor shall commence work on the Project on or by the date this contract is fully executed. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor on a time and materials basis in an amount not to exceed Seventy-Four Thousand and Thirty Two Dollars (\$74,032) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

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

Finance Department.

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

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

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

4. Termination or Suspension.

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

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

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

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

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

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than those set forth in Exhibit A section 2, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the payment, administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

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

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

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

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

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering

notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not

discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

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

13. Indemnification & Hold Harmless.

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

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under 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.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided

above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's 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.

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

14. Insurance.

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

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

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

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

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

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

due Contractor for work or services provided under this Agreement.

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

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

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

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

20. Compliance With Laws.

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

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

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

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

or transfer.

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

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

To Contractor: Bianca E. Koenig
BEK Collective Inc.
PO Box 708
Cayucos, CA 93430
Email: Bianca@bekcollective.com

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

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

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

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction. References. Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

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

CITY OF MARINA

CONTRACTOR

By:

By:

Name: _____
Layne Long
Its: City Manager

Name: _____
Bianca E. Koenig
Its: Principal Landscape Architect

Date: _____

Date: _____

Approved as to form:

By: _____
City Attorney

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January 26, 2023

Proposal for Professional Services for

Brian McMinn, P.E., P.L.S.
 Public Works Director/City Engineer
 City of Marina, Public Works Department
 211 Hillcrest Avenue
 Marina, CA 93933
 bmcminn@cityofmarina.org

Re: Marina Gateway Signs

Project Understanding

The Gateway Entry Signs project provides an opportunity to establish a welcoming signal for visitors and pride of place for residents. The City of Marina has a lot to be proud of– surrounded by the beauty of the natural environment, from oak woodlands to the sea, and brought to life with passionate and active citizen groups. The diverse and committed City leadership exemplifies great clarity of values and the courage to voice objecting opinions, but with grace and compassion.

The City of Marina (City) is seeking Consultant services for facilitating community engagement, public meetings/presentations, and conceptual design of primary entry points into the City. Gateway Sign locations include four (4) primary entry points into the City as well as the entry to the airport for a total of five (5) signage locations (See Exhibit A). The four City entry points will be similar in style materials, but the airport may have some unique attribute or feature specific to the airport. The gateway signs are located at or near the following intersections:

1. Blanco Road at Reservation Road
2. Reservation Road at Highway 1
3. Del Monte Boulevard at Reindollar Avenue
4. Imjin Parkway at Highway
5. Reservation Road and Imjin Road (Airport Entry Sign)

Scope of Work

TASK 1 – PUBLIC ENGAGEMENT AND PRE-DESIGN

1.1 - Pre-design Meeting and Site Visit

Consultant to plan and coordinate site walk and design kick-off meeting with the City. The pre-design meeting is an opportunity to:

- Connect with City staff and key stakeholders for an overview of the project.

- Assess and document visible site conditions in more detail.
- Attend a City tour to confirm understanding of regional character, unique sense of place, and design preferences.
- Clearly communicate and confirm understanding of project goals and priorities.
- Prepare a project schedule to help keep team accountable and on track.

Consultant will document the meeting in the form of site photos, aerial plan mark-ups, meeting minutes, and as applicable, include action items with responsible party and target due dates.

1.2 - Preliminary Sign Design

Based on currently available base maps and Google Earth imagery, and notes from site meeting, Consultant will prepare preliminary base maps, curate sample imagery for signs and materials, and prepare preliminary design boards to help envision potential design theme, style, and size options for Gateway sign design.

1.3 - Public Engagement

Based on preliminary design sketches, sample imagery, and conceptual-level base plans, Consultant to facilitate a public community outreach event to obtain preliminary feedback and preferences from key stakeholders and the local community. This could be a pop-up tent/booth at a large community gathering or coordinated with a scheduled, special event. Final location and timing to be determined.

Consultant to coordinate with City for preparation of public engagement event with one (1) flier/invitation, two (2) presentation boards, and materials to help advertise and facilitate feedback. Presentation boards to include photos of existing signs and materials/elements representative of the City of Marina, to receive feedback from the community.

Keys to success for Public Engagement:

- Work with City representatives to determine goals for public participation and intended level of impact on decision making.
- Meet people where they are. Utilize existing platforms and connector organizations found on Facebook and Next Door. Design non-permanent pop-ups at plazas, businesses and/or community events.
- Maintain consistent, transparent, authentic, and sustained communication.
- Plan, prepare, and conduct the work expeditiously, but not hastily. Public projects find success when they move at the speed of trust.

TASK 1 - DELIVERABLES:

- One (1) Site Visit/Meeting and Minutes
- Project Schedule
- Two (2) 24" x 36" Presentation Boards with Design/Material/Theme Options
- One (1) Public Engagement Flier, Facilitation & Meeting

TASK 2 – SCHEMATIC DESIGN**2.1 - Topographic Mapping and Data Procurement**

Based on feedback and information gathered from Phase 1, Consultant to identify the limit of work and necessary survey area for each of the five (5) gateway signage locations. Detailed field survey data to be obtained for all Gateway Sign locations. Quality base information provides a necessary foundation for design. Consultant will retain the services of Gray Electrical Consulting + Engineering, CORP to provide professional electrical engineering services for conceptual planning of electrical service requirements to support signage locations. Services include dry utility provider facility verification (i.e. map request), consulting, and review. Consultant will retain the services of Whitson Engineers to provide a field survey to determine existing conditions, available Right-of-Way boundary references, and project control. This task may include some or all of the following ground features:

- Locating of record Right-of-Way monumentation to relate boundary to improvements.
- Locating existing signs or improvements, tree trunks, grade breaks and hardscape improvements.
- Surface evidence of utilities or other underground lines (sewer, storm drain water, electric, cable TV, telephone)
- Plot underground alignments of utilities if plans are available.

2.2 - Schematic Design

Based on updated base and data procurement information, Consultant to prepare three (3) schematic design options for City Gateway signs and three (3) schematic design options for the Airport sign location for a total of six (6) conceptual, full color sign elevations, and imagery to depict material/finish options. Sign elevation options may vary in scale and style. In coordination with three (3) elevation options, fifteen (15) schematic design plans will be prepared to identify approximate limit of work, proposed improvements, and opportunities/constraints with existing trees, structures, setbacks to travel lanes, line of sight restrictions, and/or utilities as they relate to each sign option. Understanding the City's commitment to water savings and preservation of native

trees and landscaping, plans will include areas for tree protection, supplemental planting, irrigation, and preliminary plant palette only where appropriate.

2.3 - Public Engagement

Based on outreach and feedback from Task 1, up-to-date survey information, and three (3) concept options, Consultant to engage in the second phase of community meetings/events for public review and feedback. This will include a second, public and interactive community meeting, as well as formal presentations at scheduled Planning Commission and City Council meetings.

TASK 2 - DELIVERABLES:

- Topographic Survey, Preliminary Utility Coordination & Right-of-Way Determination
- Six (6) Gateway Sign Elevation Options (with two (2) revisions included)
- Fifteen (15) Gateway Sign Schematic Plans (with two (2) revisions included)
- Five (5) 24" x 36" Presentation Boards with Design Options
- One (1) Public Engagement Flier, Facilitation & Meeting
- Attend/Present Public Agency Meetings (Planning Commission and City Council; Two (2) Total)

Additional Services

The following professional services are not included in this proposal but can be coordinated or included as a sub-consultant, pending further discussion and agreement with the City.

- Traffic Control
- Website Hosting, Design, and Development
- Arborist Services
- Agency Application/Permit Processing/Fees
- Site Specific, Three-Dimensional Renderings/Photo Simulations
- Marking Utility Locations On-Site

Fees

Fees for Professional Services outlined above shall be billed monthly on a time and materials basis, not to exceed the amount of \$74,032. Should we reach this amount, approval, in advance, must be given by Client for additional fees.

Billing

Billing shall be on a monthly basis. Direct costs such as printing, travel over 50 miles, materials, photography, sub-consultants, and other non-wage expenses are considered reimbursable and are billed at cost plus 10%.

Signature

Name



Bianca E. Koenig, PLA, CA Lic. No. 5081
BEK COLLECTIVE INC
Landscape Architects are licensed by the State of California

Date

01/26/2023

Date

EXHIBIT B

Sign Locations (approximate)

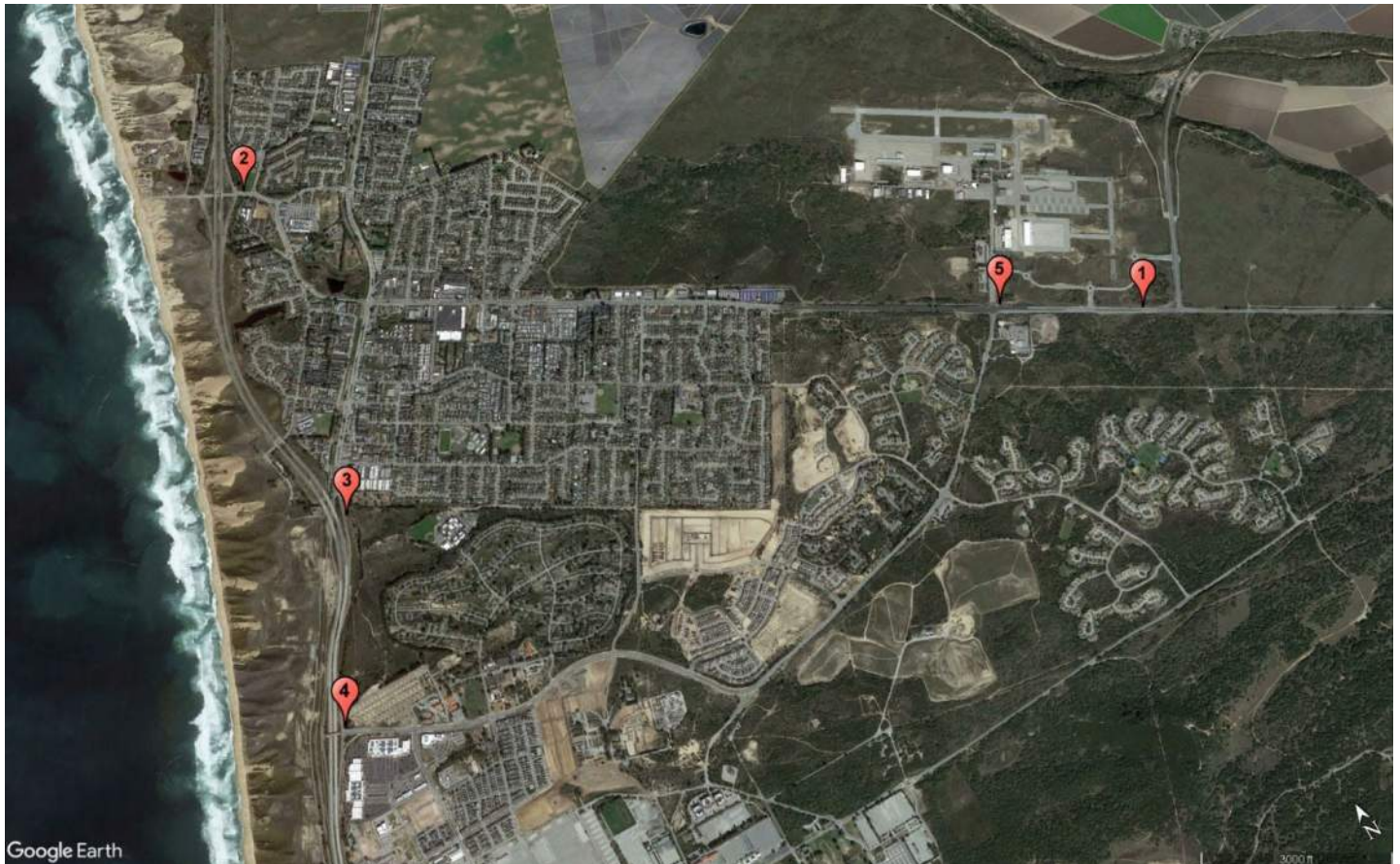


EXHIBIT B
BUDGET SUMMARY
MARINA GATEWAY SIGNAGE DESIGN SERVICES
Professional Consulting Services
City of Marina, CA

EXHIBIT A

		Landscape Architecture & Design Services								Civil Engineering and Surveying Services						Structural		Electrical Engineering Services				Direct Reimb. Costs	Service Fee (10%)	TOTAL	
		BEK COLLECTIVE INC						RMA (Irrigation)		WHITSON ENGINEERS						SSG, LLP		GECE CORP							
		PM/Owner B.Koenig/B.Maran		Sr. Designer J. Koenig/Feld		Designer		PM/Owner Chris Mitchell		Principal Andy Hunter		Land Surveyor. Chuck Pugh		1-Person Field Crew		PM/Owner Michael Parolini		PM/Owner Heather Gray		Utility Coordinator					
		\$165		\$125		\$95		\$150		\$240		\$175		\$210		\$210		\$200		\$152					
Task	Description	hours	cost			hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	cost	cost	hours	cost
TASK 1	PUBLIC ENGAGEMENT AND PRE-DESIGN																								
1.1	Pre-Design Meeting and Site Visit	6	\$990	0	\$0	4	\$380	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$250	\$25.00	10	\$1,645
1.2	Preliminary Sign Design	12	\$1,980	32	\$4,000	12	\$1,140	4	\$600	4	\$960	4	\$700	0	\$0	4	\$840	8	\$1,600	12	\$1,824	\$0	\$652.40	92	\$14,296
1.3	Public Engagement	24	\$3,960	12	\$1,500	12	\$1,140	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$500	\$50.00	48	\$7,150
	TASK 1 Subtotal	42	\$6,930	44	\$5,500	28	\$2,660	4	\$600	4	\$960	4	\$700	0	\$0	4	\$840	8	\$1,600	12	\$1,824	\$750	\$727	150	\$23,091
TASK 2	SCHEMATIC DESIGN																								
2.1	Topographic Mapping and Data Procurement	1	\$165	0	\$0	0	\$0	0	\$0	2	\$480	30	\$5,250	32	\$6,720	0	\$0	0	\$0	0	\$0	\$150	\$1,260.00	65	\$14,025
2.2	Schematic Design	48	\$7,920	72	\$9,000	90	\$8,550	0	\$0	2	\$480	5	\$875	0	\$0	0	\$0	0	\$0	0	\$0	\$150	\$150.50	217	\$27,126
2.3	Public Engagement	24	\$3,960	24	\$3,000	24	\$2,280	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$500	\$50.00	72	\$9,790
	TASK 2 Subtotal	73	\$12,045	96	\$12,000	114	\$10,830	0	\$0	4	\$960	35	\$6,125	32	\$6,720	0	\$0	0	\$0	0	\$0	\$800	\$1,461	354	\$50,941
	Project Subtotal	115	\$18,975	140	\$17,500	142	\$13,490	4	\$600	8	\$1,920	39	\$6,825	32	\$6,720	4	\$840	8	\$1,600	12	\$1,824	\$1,550	\$2,188	504	\$74,032
GRAND TOTAL																								\$74,032	

Notes:

1) Fees quoted in this proposal will remain valid for 90 days from the submittal date.
2) Reimbursable costs service fee at 10%.
3) Subconsultant service fee at 10%.
4) Survey Field Crew Rate based on Prevailing Wage Rates.
5) Fees do not include drilling permits, encroachment permits, or traffic control.

BEK

collective

CITY OF MARINA

GATEWAY ENTRY SIGNS
FEE SCHEDULE

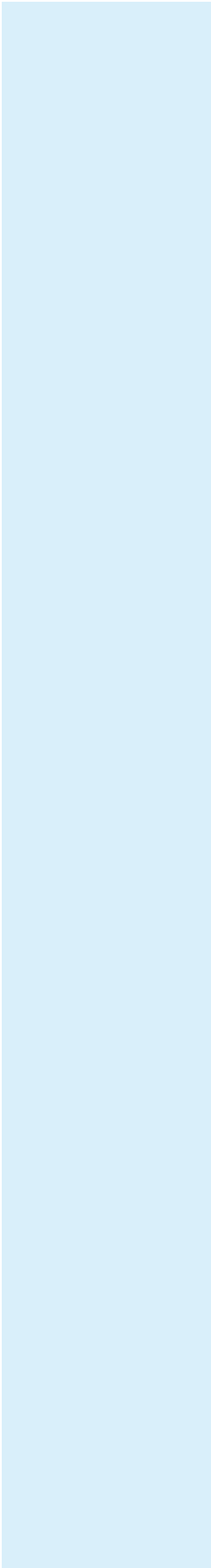
SUBMITTED BY



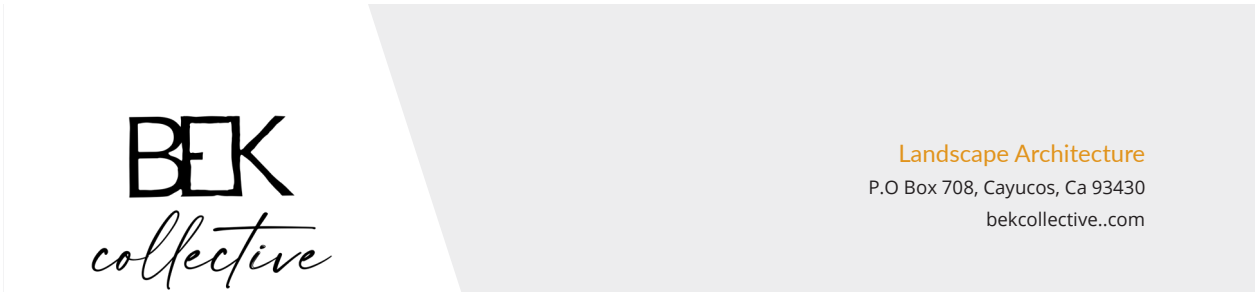
OCTOBER 19, 2022

CONTENTS

HOURLY RATE SCHEDULES	1
FORMS OF AGREEMENT	11







HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Landscape Architect or Principal	\$165.00/hr
Senior Designer/Technician	\$125.00/hr
Designer/Technician	\$95.00/hr
Administrator	\$85.00/hr

REIMBURSABLES

Professional Services by Others	Cost Plus 10%
Material, Postage, Reproduction, Phone	Cost Plus 10%
Mileage	Current Federal Rate

Bianca E. Koenig, ASLA, RLA, Lic. No. 5081
bianca@bekcollective.com



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer / Surveyor	\$ 165.00
Associate Engineer / Surveyor	\$ 150.00
Assistant Engineer / Surveyor	\$ 130.00
Senior Engineering / Survey Technician	\$ 125.00
Engineering / Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00
Reimbursables	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2020

#41



Structural Engineering

811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
ssgse.com

HOURLY RATE SCHEDULE

Position	Rate
Principal Structural Engineer	\$210 / hr
Principal Engineer	\$200 / hr
Senior Structural Engineer	\$160 / hr
Structural Engineer	\$145 / hr
Senior Project Engineer	\$135 / hr
Project Engineer	\$125 / hr
Staff Engineer	\$115 / hr
Production (CAD) Operator	\$90 / hr
Production (CAD) Technician	\$75 / hr
Administrative Professional	\$50 / hr
Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost (Mileage, Travel, Printing, Shipping, Etc.)	

Michael E. Parolini, PE,, SE
SSG Structural Engineers, LLP
michael.parolini@ssgse.com
M | 805.391.7819
O | 805.439.211



Irrigation Consulting

2760 Camino Diablo, Walnut Creek, CA 94597

rmairrigation.com

HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Principal Designer	\$150.00
Design Assistant	\$125.00
Draftsman	\$100.00
Fieldwork	\$ 75.00
Clerical	\$150.00
	\$ 75.00

Chris Mitchell, Irrigation Consultant, Vice President
Russell D. Mitchell & Associates, Inc. (RMA)
cmitchell@rmairrigation.com
925.939.3985



Electrical Consulting + Engineering

2529 Professional Parkway, Suite A
P.O. Box 368, Santa Maria, CA 93456
gececorp.com

GECE Rate Schedule - Engineering Services	
Engineering	
Professional Electrical Engineer	\$174
Expedited Professional Electrical Engineering Services	\$190
Sr. Electrical Designer	\$150.00
Electrical Designer	\$126.50
Drafting	
Sr. Electrical Drafting Technician (3-D Modeling for Electrical Systems)	\$110
Electrical Drafting Technician	\$95
Project Management / Project Controls / Administrative	
Utility Coordinator	\$131.75
Electrical Project Manager	\$126.50
Secretarial	\$68.50
Equipment / Services	
Reproduction, Postage, and Shipping	Cost + 10%
Airfare, Lodging, and Travel Expenses	Cost + 15%
Mileage	\$0.56 / mile
AutoCAD File Issuance (As Built Purposes), < 30 sheets	\$75 / sheet
AutoCAD File Issuance (As Built Purposes), > 30 sheets	\$55 / sheet
Overtime rates are 1.5 times the hourly rate, when services are provided beyond 8 hours in a given workday. These rates are subject to change by GECE every 12-month period on the anniversary of the execution of this proposal.	

Heather A. Gray, Electrical Engineer, Owner, Principal
Gray Electrical Consulting+ Engineering
805.361.0525

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EXHIBIT C - INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available,

through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess

liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the City. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING THE MARINA LIBRARY BUTTERFLY GARDEN
PROJECT AND AN ACCESS AGREEMENT WITH RESOURCE
CONSERVATION DISTRICT OF MONTEREY COUNTY**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving the Marina Library Butterfly Garden project and
2. Authorizing the city manager to enter into an access agreement with the Resource Conservation District of Monterey County subject to final review and approval by the City Attorney.

BACKGROUND:

Earlier this year Citizens for Sustainable Marina (C4SM) and other volunteers removed some of the invasive grasses that were planted in the medians at the library parking. The intent was to replant the area with more native and sustainable plants.

The attached letter from RCDMC (**EXHIBIT A**) gives an overview of the proposed project to partner with the City of Marina to establish a butterfly garden in the medians of the library parking lot.

The Resource Conservation District of Monterey County (RCDMC) is a non-regulatory special district governed by a board of directors (appointed by County Supervisors) specializing in natural resources management.

ANALYSIS:

Staff has reviewed the concept plan for the proposed project and supports the partnership with RCDMC and C4SM to establish a butterfly/pollinator habitat in the parking lot medians. This project would also support educational opportunities for all library visitors on local native plants and species. Earlier this year, the City Council approved in the FY 23/24 budget \$50,000 for irrigation system upgrades to the library park area.

RCDMC recently secured funding via a block grant from the California Association of Resource Conservation Districts from the Wildlife Conservation Board. This grant aims to address critical loss of habitat for Monarch butterflies. RCDMC has been working in partnership with Citizen for Sustainable Marina (C4SM) to develop a project plan for an educational butterfly garden in the medians with the Marina Library parking lot and adjacent to the library. RCDMC has received approximately \$12,500 to provide technical assistance for planning, installation and maintenance, and funding for supplies and materials including plants, irrigation infrastructure, mulch, etc.

Before RCDMC can proceed with project implementation, RCDMC must secure a ten-year access agreement from the city which establishes that the proposed habitat at the Marina Library can be accessed and can be inspected by the RCDMC, the California Department of Fish and Wildlife, and the Wildlife Conservation Board for the duration of the agreement. Partners must develop a plan for long-term maintenance of the site. RCDMC plans to support an Americorps intern who would work primarily with C4SM on this project along with other RCDMC projects within Marina.

FISCAL IMPACT:

There should not be any additional impact on General Fund revenues for the project. Between the \$50,000 CIP funding for the project, the approximately \$12,500 in grant funding from RCDMC and the volunteer labor for installation of the project from C4SM and RCDMC, the project should be able to be completed. It is anticipated to begin in early 2024.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING MARINA LIBRARY BUTTERFLY GARDEN CONCEPT PLAN
AND AUTHORIZING AN ACCESS AGREEMENT WITH RESOURCE
CONSERVATION DISTRICT OF MONTEREY COUNTY

WHEREAS, the Resource Conservation District of Monterey County (RCDMC) is a non-regulatory special district specializing in natural resources management; and

WHEREAS, the RCDMC secured funding via block grant from the California Association of Resource Conservation Districts and Wildlife Conservation Boards to identify sites to implement a butterfly garden in the medians within the Marina Library parking lot; and

WHEREAS, to implement the project, RCDMC must secure a ten-year access agreement establishing maintenance of the butterfly garden, which would support educational opportunities for all library visitors on local plants and species and Marina's support of conservation efforts.

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

1. Approve the Marina Library Butterfly Garden Project partnering with RCDMC and C4SM; and
2. Authorize the City Manager to execute an access agreement between the City of Marina and the Resource Conservation District of Monterey County subject to final review and approval by the City Attorney.

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

744 La Guardia Street, Building A, Salinas, CA 93905

(831) 975-7775

Resource Conservation District of Monterey County Overview of Partnership Opportunity for Marina Library Butterfly Garden

About the RCD

The Resource Conservation District of Monterey County (RCD) is a non-regulatory special district whose mission is “to conserve and improve our natural resources, integrating the public interest in environmental protection with the needs of agricultural and urban users.” We are governed by a board of directors appointed by the County Supervisors who serve on a voluntary basis to provide leadership and direction to the work we do. We have a staff of 14 permanent employees and up to five seasonal employees with a wide diversity of experiences and skills in the field of natural resources management.

The RCD works collaboratively with public and private entities on resource conservation and environmental restoration projects throughout Monterey County. Program areas include wildlife/pollinator habitat creation and enhancement, forest health and fuels management, watershed restoration, floodplain management and invasive plant control, and agricultural technical assistance. We are funded by local, state, and federal grants, contracts, and donations (no tax base). The California Association of RCDs provides support and organization to the 97 RCDs in California.

About the Funding Opportunity

The RCD recently secured funding to assist local partners with establishing butterfly/pollinator habitat in public spaces. Funding comes from a block grant to the California Association of RCDs from the California Wildlife Conservation Board. The funding aims to address the critical loss of habitat for pollinators throughout California, with a particular focus on monarch butterflies. We are looking for partners with project ideas for small gardens on public property.

Through the CARCD/WCB grant, RCD can provide technical assistance for project planning, assistance with project installation and maintenance, and funding for supplies and materials (apx. \$12,500 per project), including plants, irrigation infrastructure, mulch, etc.

Before proceeding with project implementation, we must secure a ten-year access agreement promising that installed habitat will be maintained and the property can be inspected by RCDMC, the Department of Fish and Wildlife, and the Wildlife Conservation Board for the duration of the agreement. Partners must develop a plan for long-term maintenance of the site.

Marina Library Butterfly Garden

The RCD has been working with Citizens for Sustainable Marina (C4SM) to develop a project plan for an educational butterfly garden in areas within the Marina Library parking lot and adjacent to the library. We are excited about this collaboration opportunity and have confidence that the leadership and established

volunteer base of C4SM will lead to successful project completion. The RCD is planning to support an Americorps intern who would work primarily with C4SM on this and other projects in Marina.

We believe this project will provide important educational opportunities for all library visitors about our local native plants and the unique creatures that depend on them, and will inspire and empower individual community members to take steps to protect our natural resources, like planting native plants at their own homes. The RCD sees this project as an opportunity to begin a lasting partnership with the City of Marina to enhance the value of Marina's land for our local flora and fauna and our community members.

November 27, 2023

Item No. **13f**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 17, 2023

Honorable Chair and Members
of the Abrams B and Preston Park

Abrams B NPC Meeting of
December 17, 2023

Sustainable Community Non-Profit Corporation Boards

Preston Park Sustainable
Community NPC Meeting of
December 17, 2023

**APPROVAL OF AMENDMENT NO. 5 EXTENDING THE AMENDED
MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF
MARINA ABRAMS B NON-PROFIT CORPORATION, AND GREYSTAR
CALIFORNIA, INC. UNTIL DECEMBER 31, 2024 FOR ABRAMS B HOUSING
AREA; AND APPROVAL OF AMENDMENT NO. 5 EXTENDING THE AMENDED
MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF
MARINA PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT, AND
GREYSTAR CALIFORNIA, INC. UNTIL DECEMBER 31, 2024 FOR PRESTON
PARK HOUSING AREA**

REQUEST:

It is requested that the City Council, Board of Directors Abrams B Non-Profit Corporation, and Board of Directors Preston Park Sustainable Community Non-Profit Corporation consider:

- (1) Adopting Resolution No. 2023- and Resolution No. 2023- (NPC), approving Amendment No. 5 to the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area, and
- (2) Authorizing City Manager/Executive Director to execute Amendment No. 5 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.
- (3) Adopting Resolution No. 2023- and Resolution No. 2023- (PPSC-NPC), approving Amendment No. 5 to the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area, and
- (4) Authorizing City Manager/Executive Director to execute Amendment No. 5 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.

BACKGROUND:

Abrams Park

The City is the owner of the Abrams B housing area, and the Abrams B Non-Profit Corporation is the lessee of the property. At a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area. The agreement remained in effect through December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020).

The Amended Management Agreement has been extended annually through four (4) Amendments. The current term will expire on December 31, 2023. As proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024, to December 31, 2024 (“**EXHIBIT A**”).

Preston Park

The City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina, Preston Park Sustainable Community Non-Profit Corporation and Alliance Communities Inc., for the Preston Park Housing Area. This Agreement expired December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020).

The Amended Management Agreement has been extended annually through four (4) Amendments. The current term will expire on December 31, 2023. As proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024, to December 31, 2023 (“**EXHIBIT B**”).

ANALYSIS:

The proposed Amendment No. 5 to the Amended Management Agreements found in **EXHIBIT A** and **EXHIBIT B** extend the terms of the Agreements from January 1, 2024, to December 31, 2024.

Historically, the City Council has requested that a review of Greystar’s performance be conducted prior to consideration of an extension of their agreement for the next year. The following performance measurements continue to be monitored and reviewed with the Preston and Abrams Parks and Tenant’s Association representatives and Greystar during the budget process and throughout the year. The measures include.

- Revenue vs. expenses vs. budget performance
- Maintenance of the property
- Relationship/communication with residents
- Community appearance
- Capital improvement project status
- Resident complaints
- Responses to service requests
- Suggestions from tenant’s association

Staff is recommending that the agreement with Greystar be extended for another year, through December 31, 2024.

FISCAL IMPACT:

Should the City Council, Abrams B Non-Profit Corporation Board, and Preston Park Sustainable Community Non-Profit Corporation Board approve the request, the Amendment No. 5 to the Amended Management Agreements do not change the compensation to Greystar and rental revenue would continue to be collected on and after January 1, 2024, until December 31, 2024.

CONCLUSION:

This request is submitted for City Council and Non-Profit Corporation Boards consideration and possible action.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-
RESOLUTION NO. 2023- (NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
AMENDMENT NO. 5 TO AN AMENDED MANAGEMENT AGREEMENT BETWEEN THE
CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION AND
GREYSTAR CALIFORNIA, INC. FOR ABRAMS B HOUSING AREA, AUTHORIZING
CITY MANAGER TO EXECUTE THE AMENDMENT NO. 5 TO THE AMENDED
MANAGEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area, which expired on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020); and,

WHEREAS, the Amended Management Agreement has been extended annual through four (4) Amendments, the latest term will expire on December 31, 2023; and,

WHEREAS, the proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024 to December 31, 2024 (“**EXHIBIT A**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 5 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2024 until December 31, 2024.

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

1. Approve Amendment No. 5 to the Amended Management Agreement between the City of Marina, the City of Marina Abrams B Non-Profit Corporation and Greystar California, Inc. for Abrams B Housing Area (**EXHIBIT A**) extending the term of the Management Agreement from January 1, 2024 to December 31, 2024; and,
2. Authorize the City Manager to execute Amendment No. 5 to the Amended Management Agreement for Abrams B on behalf of the City, subject to final review and approval by the City Attorney.

Resolution No. 2023-
Resolution No. 2023- (NPC)
Page Two

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

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

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2023-
RESOLUTION NO. 2023- (PPSC-NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE BOARD OF
DIRECTORS OF THE PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT
CORPORATION APPROVING AMENDMENT NO. 5 TO THE AMENDED MANAGEMENT
AGREEMENT BETWEEN THE CITY OF MARINA AND GREYSTAR CALIFORNIA, INC.
FOR PRESTON PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 5 TO THE AMENDED MANAGMENT AGREEMENT SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina, Preston Park Sustainable Community Non-Profit Corporation and Alliance Communities Inc. (which became Alliance Communities Inc. in May 2009), for the Preston Park Housing Area, which expired on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020); and,

WHEREAS, WHEREAS, the Amended Management Agreement has been extended annual through four (4) Amendments, the latest term will expire on December 31, 2023; and,

WHEREAS, the proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024 to December 31, 2024 (“**EXHIBIT B**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 5 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2024 until December 31, 2024.

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

1. Approve Amendment No. 5 to the Amended Management Agreement between the City of Marina, the City of Marina Preston Park Sustainable Community Non-Profit Corporation and Greystar California, Inc. for the Preston Park Housing Area (**EXHIBIT B**) extending the term of the Management Agreement from January 1, 2024 to December 31, 2024; and,
2. Authorize the City Manager to execute Amendment No. 5 to the Amended Management Agreement for Preston Park Sustainable Community Non-Profit Corporation Board on behalf of the City, subject to final review and approval by the City Attorney.

Resolution No. 2023-
Resolution No. 2023- (PPSC-NPC)
Page Two

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 17th day of December 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

**AMENDMENT NO. 5 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
ABRAMS PARK**

THIS AMENDMENT NO. 5 TO THE AMENDED MANAGEMENT AGREEMENT (“Amendment No. 5”) is made and entered into on December __, 2023, by and between the City of Marina, a California municipality, and Abrams B Non-Profit Corporation, a California nonprofit public benefit corporation, (collectively referred to as “Owner,”) and Greystar California, Inc., a Delaware corporation, (hereinafter referred to as “Operator”), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation),” as follows:

RECITALS

1. On October 16, 2007, Owner and Operator’s predecessor in interest entered into a Management Agreement for day-to-day property management services of the Abrams Park multifamily residential apartment project (“Abrams Park”); and

2. On dates subsequent to October 16, 2007, Owner and Operator’s predecessor(s) entered into various amendments of the agreement; and

3. On November 28, 2019, the City Council approved an Amended Management Agreement for Abrams Park (“Agreement”), which has received four (4) annual amendments to extend the term, the most recent of which was approved on December 6, 2022; and

4. Owner and Operator, as the Owner’s managing agent wish to extend the services contained in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Amendment No. 5, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.1 TERM. The term of this Agreement shall commence on January 1, 2024, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2024, unless terminated as provided herein or extended in writing by mutual agreement thereto.”

2. Only the numbered paragraphs of the Agreement that are being amended are set forth in this Amendment No. 5. All references in this Amendment No. 5 to a

separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof.

3. Capitalized terms used but not defined in this Amendment No. 5 shall have the meanings given to them in the Agreement.

4. Integration. This Amendment No. 5 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 5 and the Agreement merge into this Amendment No. 5 and the Agreement.

5. Counterparts. This Amendment No. 5 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

6. Authority. Each individual executing this Amendment No. 5 represents and warrants that they are duly authorized to execute and deliver this Amendment No. 5 and that this Amendment No. 5 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2023-_____ and Abrams B Non-Profit Corporation Resolution No. 2023-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT “B”

Abrams Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park:

**Regional Property Manager
Regional Maintenance Manager
Manager of Performance and Strategy
Regional Marketing Manager
Director of Real Estate**

Regional Property Manager has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

**AMENDMENT NO. 5 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
PRESTON PARK**

THIS AMENDMENT NO. 5 TO THE AMENDED MANAGEMENT AGREEMENT (“Amendment No. 5”) is made and entered into on December __, 2023, by and between the City of Marina, a California municipality, and Preston Park Sustainable Nonprofit Corporation, a California nonprofit public benefit corporation, (collectively referred to as “Owner,”) and Greystar California, Inc., a Delaware corporation (hereinafter referred to as “Operator”), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation) as follows:

RECITALS

1. On October 16, 2007, Owner and Operator’s predecessor in interest entered into a Management Agreement for day-to-day property management services of the Preston Park multifamily residential apartment project (“Preston Park”); and

2. On dates subsequent to October 16, 2007, Owner and Operator’s predecessor(s) entered into various amendments of the agreement; and

3. On November 28, 2019, the City Council approved an Amended Management Agreement for Preston Park (“Agreement”), which has received four (4) annual amendments to extend the term, the most recent of which was approved on December 6, 2022; and

4. Owner and Operator, as the Owner’s managing agent, wish to extend the services contained in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Amendment No. 5, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.1 **TERM.** The term of this Agreement shall commence on January 1, 2024, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2024 unless terminated as provided herein or extended in writing by mutual agreement thereto.”

2. Only the numbered paragraphs of the Agreement that are being amended are set forth in this Amendment No. 5. All references in this Amendment No. 5 to a

separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof.

3. Capitalized terms used but not defined in this Amendment No. 5 shall have the meanings given to them in the Agreement.

4. Integration. This Amendment No. 5 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 5 and the Agreement merge into this Amendment No. 5 and the Agreement.

5. Counterparts. This Amendment No. 5 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

6. Authority. Each individual executing this Amendment No. 5 represents and warrants that they are duly authorized to execute and deliver this Amendment No. 5 and that this Amendment No. 5 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

PRESTON PARK SUSTAINABLE COMMUNITY NONPROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2023-_____ and Preston Park Sustainable Nonprofit Corporation Resolution No. 2023-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT “B”

Preston Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park

**Regional Property Manager
Regional Maintenance Manager
Manager of Performance & Strategy
Regional Marketing Manager
Director of Real Estate**

Regional Property Manager, has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager, will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager, will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate, will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

December 19, 2023

Item No. **13g**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-
APPROVING AN AGREEMENT WITH SHUTE, MIHALY AND
WEINBERGER FOR MUNICIPAL LEGAL SERVICES AND CITY
ATTORNEY SERVICES**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2023- approving an agreement with Shute, Mihaly and Weinberger to provide municipal legal services to the City of Marina; and approve a waiver of conflict of interest and consent to represent the City of Marina; and
2. Authorizing the City Manager to execute the agreement.

BACKGROUND:

In early 2022, Rob Wellington retired, and Wellington Law Offices terminated their contract with City of Marina (City) for City Attorney services. Rob Wellington had been serving as Marina's City Attorney since the City was incorporated in November 1975. The firm had four attorneys that were able to provide the legal services needed by the City.

In July 2022, the City entered into a contract with Noland, Hamerly, Etienne & Hoss (NHEH) to provide Interim City Attorney Services for the City, with Heidi Quinn, as the designated Interim City Attorney. The contract with NHEH was set up only as a short-term agreement, as the firm did not have the resources to provide the legal effort needed for the service demands of the City in the long-term. During this period of time as the Interim City Attorney, Heidi has become an integral part of the City operations and has provided outstanding support to the City Council and City staff and has provided the complex legal services needed for the City to continue to move forward in an extremely busy time for the City. While the initial agreement was for a short-term duration, NHEH has been able to allocate resources to allow Heidi Quinn to continue serving as the Interim City Attorney for the City for the past eighteen (18) months.

Over this period of time, the City's demands and needs for additional time from Heidi Quinn have increased. This summer NHEH notified the City they were not able to meet these continuing demands and agreed to assist the City in preparing a Request for Proposals (RFP) for City Attorney services, and to assist the City in the recruitment for a new firm to provide City Attorney services.

On September 5, 2023, the City released an RFP for City Attorney services. The RFP was posted on the City Website and publicized on several advertising boards, as well as sent directly to local firms and larger firms that provide City Attorney services in both San Francisco and Los Angeles. The City also contracted with the recruitment firm Peckham and McKenney to assist with outreach, screening applicants, and assisting with the interview process.

The Timeline for the RFP is reflected in the table below:

RFP Estimated Schedule of Events		Date
1	City Issues RFP	September 5, 2023
2	Deadline to Submit Questions and/or Comments	October 25, 2023
3	City Issues Responses to Written Questions/Comments	October 27, 2023
4	Deadline for Receipt of Proposal	October 30, 2023
5	City Determines Finalists for Interviews – Notifications Sent	November 7, 2023
6	Tentative Finalist Interviews and Presentations	Nov. 17 & 18, 2023
7	City Determines Finalist for Contract Negotiations	November 21, 2023
8	Tentative Award of Contract	December 19, 2023
9	Targeted Contract Start Date	*January 1, 2024

*Contract Start Date adjusted to the date reflected in the contract.

A copy of the RFP (**EXHIBIT A**) is attached to this staff report and includes the qualifications and scope of services.

ANALYSIS:

Five proposals were received in response to the City's RFP for City Attorney services. City staff in collaboration with the recruitment firm Peckham and McKenney reviewed and evaluated all proposals and provided a summary to the City Council. The evaluation included reviewing the firm size, ability to meet the needs of the city, experience, fee schedule, and references. Four firms were selected and interviewed by the City Council.

Under the recommended and proposed agreement, the City Attorney will provide to, or on behalf of the City, day-to-day advice, legal services, written opinions, legal document review and meet with the City Council and City staff as needed. The full scope of services is listed in the RFP. The City Attorney is hired and may be terminated by the City Council and will work closely with the City Manager in providing the daily legal services needed by the City.

Through the interview process with the City Council, Shute, Mihaly and Weinberger (SMW) was selected as the top firm. SMW was founded in 1980 and represents public and non-profit clients. They serve as city/town attorney to four cities and counsel to dozens of other cities and special districts. They have 41 lawyers and two urban planners.

The contract with SMW proposes:

City Attorney: René Alejandro Ortega is a Partner. He has over 20 years of experience practicing law. Primary practice areas include City Attorney & General Counsel Services, Housing, Land Use Planning & Zoning, Public Works Labor Compliance, Litigation & Appeals. He joined the Firm as a Partner to complement the Firm's City Attorney & General Counsel Services, having served as Chief Deputy City Attorney in the San José City Attorney's Office.

Assistant City Attorney: Seph Petta is a Partner. Primary practice areas include City Attorney & General Counsel Services, Municipal Law, Land Use Planning & Zoning, CEQA Compliance & Litigation. He joined the Firm in 2012 after graduating from the University of California, Berkeley, School of Law where he earned a certificate in environmental law. Mr.

Petta's practice focuses on representation of public agencies and environmental groups in municipal, real estate and land use law, and CEQA compliance and litigation. The City Attorney services will be performed principally by René Ortega. Other attorneys, clerks and paralegals may be assigned to represent the City. Included in the staff report is a copy of the proposal submitted by SMW (**EXHIBIT B**) and bios for René Ortega and the team that will be working with the City.

The financial terms of the agreement include the hourly rate for services at \$330, the City anticipates 80 hours a month initially through the transition of legal services. A complete description of fees for services is set forth in the agreement (**EXHIBIT C**).

If the agreement is approved by the Council, staff will begin working on the transition of legal services from NHEH to SMW.

FISCAL IMPACT

The current budget for Fiscal Year 2023/25 includes funding for city attorney and legal services and no additional budget adjustments are needed.

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

Attachments:

Exhibit A – Request for Proposal (RFP)

Exhibit B – Proposal Submitted by Shute, Mihaly & Weinberger

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
CORRECTIONS TO THE EXECUTIVE DIRECTORS SALARY ADJUSTMENTS

WHEREAS, in March 2022, the contract with the Wellington Law Offices, who had served the City of Marina (City) since it was incorporated in 1975, ended;

WHEREAS, in July 2022 the City entered into a contract with Noland, Hamerly, Etienne & Hoss (NHEH) to provide Interim City Attorney Services for the City, with Heidi Quinn as the designated Interim City Attorney;

WHEREAS, on September 5, 2023, the City released a Request for Proposals (RFP) for City Attorney services; and,

WHEREAS, the City received five proposals in response to the City's RFP;

WHEREAS, City Staff in collaboration with the Council, reviewed and evaluated all proposals and the City Council selected a firm to begin negotiating an agreement; and;

WHEREAS, under the recommended and proposed agreement, the City Attorney will provide to, or on behalf of the City, day-to-day advice, written opinions, legal document review and appearances at meeting, litigation services, upon request and subject to the direction of the City Council;

WHEREAS, the contract with Shute, Mihaly and Weinberger proposes René Ortega as the City Attorney and Joseph "Seph" Petta as the Assistant City Attorney; and

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

1. Adopt Resolution No. 2023- approving an agreement with Shute, Mihaly and Weinberger to provide municipal legal services to the City; and approve a waiver of conflict of interest and consent to represent the City of Marina; and
2. Authorizing the City Manager to execute the agreement.

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



REQUEST FOR PROPOSAL

City Attorney Services

CITY OF MARINA

RFP Issue Date:

September 5, 2023

Amended Proposal Submission Deadline:

October 30, 2023
5:00PM (PST)

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1. RFP OVERVIEW

1.1. Background

Incorporated in 1975, the City of Marina (City) (pop. 22,781) is the youngest city on the Monterey Peninsula along California's Central Coast with some of the most affordable housing in the area. Home to a vibrant, culturally diverse and dynamic community, Marina is a highly desirable small city offering attractive residential and business communities in a gorgeous natural setting. Ideally suited for recreational and cultural opportunities as well as admirers of Mother Nature, Marina residents and visitors enjoy miles of coastline, scenic trails, Marina State Beach, Marina Dunes Natural Preserves along with an abundance of activities such as golf, biking, kayaking, hang-gliding, paragliding, and whale watching. Numerous options for dining and shopping are also available in this beautiful City. In addition to being safe and friendly, Marina is home to a diverse and engaged community that is proud of its roots. The community developed historically in connection with Fort Ord, providing off base housing and commercial services and retail sales. In 1994, Fort Ord was closed as part of the Base Realignment and Closure (BRAC) and approximately five square miles of former base land was annexed to the City, doubling the geographic area of Marina to almost 10 square miles. The City includes part of the California State University, Monterey Bay campus, UC Santa Cruz UC MBEST center, and the Veterans Transition Center (VTC). In 2012, Marina was named one of the 100 Best Communities for Young People by America's Promise Alliance.

Marina is a charter City, comprised of a Council-Manager form of government. As of the 2018 general municipal election, the directly-elected Mayor serves a four-year term and voters elect the other Council Members to four-year terms from their respective districts to the City Council. The City Council has appointed a professional City Manager to serve as the Chief Administrative Officer. Under the direction of the City Council, the City Manager is responsible for the day-to-day functions of the City and the administration of City services. The City Council meets on the first and third Tuesday of each month at 6:30 pm in the Marina City Council Chambers at City Hall, often preceded by a closed session meeting at 5:00 pm. The selected City Attorney should anticipate attendance at all City Council meetings.

Marina provides services to its residents either directly or by working with other agencies or consulting services. It is through these partnerships that Marina is able to provide high-quality services that are economically efficient. City services include Police and Fire departments; Public Works, including parks and street maintenance, facilities, and engineering; Community Development, which includes housing, building permits/inspections, planning and design review; Administrative Services, including Finance, Human Resources and Risk Management; Airport, City Clerk and Election services; and Recreation and Cultural Services.

1.2. Purpose of RFP

The purpose of this Request for Proposal (RFP) is to identify and select an experienced attorney or legal services firm to provide City Attorney Services for the City. The Scope of Work in Section 2 further details required services and performance conditions. The Qualifications in Section 3 provide prerequisites for application.

1.3. City Objectives

The City seeks to obtain quality legal counsel on a contract basis. The City Attorney will serve at the pleasure of the City Council as a directly appointed position. The City intends to select an attorney or firm that specializes in municipal law, with specific experience in land use, zoning and serving as City Attorney in other jurisdictions.

1.4. Selection Process

The evaluation of proposals will allow the City to identify a list of qualified applicants. Section 4 of this RFP provides the criteria that serve as the basis for review of qualified applicants. Qualified applicants that best meet the needs of the City will be invited to an on-site interview and presentation.

After all evaluation of proposals and on-site interviews are complete, the City Council will select the finalist in its sole discretion. The City and the finalist Applicant will enter into final contract negotiations. In the event the City determines, in its sole discretion, that a satisfactory agreement cannot be reached, the City reserves the right to enter into contract negotiations with an alternate applicant.

1.5. Amended - RFP Estimated Schedule of Event

RFP Estimated Schedule of Events		Date
1	City Issues RFP	September 5, 2023
2	Deadline to Submit Questions and/or Comments	October 25, 2023
3	City Issues Responses to Written Questions/Comments	October 27, 2023
4	Deadline for Receipt of Proposal	October 30, 2023
5	City Determines Finalists for Interviews – Notifications Sent	November 7, 2023
6	Tentative Finalist Interviews and Presentations	Nov. 17 & 18, 2023
7	City Determines Finalist for Contract Negotiations	November 21, 2023
8	Tentative Award of Contract	December 5, 2023
9	Targeted Contract Start Date	December 11, 2023

The City reserves the right, in its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all applicants that submitted a Letter of Intent to Propose.

1.6. RFP Coordinator

All communications, requests of additional information or clarification concerning this RFP should be via email to Belinda Varela, Director, Human Resources & Risk Management. The RFP Coordinator will be the sole point of contact for this RFP. The coordinator can be reached via email at:

<u>Coordinator</u>	<u>Email</u>	<u>Phone</u>
Belinda Varela	bvarela@cityofmarina.org	(831) 884-1246

The City is not responsible for delayed or lost e-mail, regardless of the cause. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the RFP Coordinator above regarding this RFP. The City reserves the right to reject any applicant for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

1.7. RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. In no event shall the City have any liability for the cancellation of a contract award. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion.

If clarification or interpretation of this RFP is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's website at <https://www.cityofmarina.org/bids.aspx>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's RFP Coordinator. It is the responsibility of each applicant to periodically check the City's website to ensure that they have received and reviewed any and all addenda to this RFP. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. Applicants are required to respond to the final written RFP including any exhibits, attachments, and amendments issued by the City.

1.8. Questions Pertaining to the RFP

Specific questions and/or comments concerning the RFP should be submitted via email to the RFP Coordinator not later than the Deadline for Receipt of Questions and/or Comments identified in Section 1.5 RFP Schedule of Events. Applicant questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. All questions and/or comments and the City's responses will be emailed to any applicants who submit a Notice of Intent to Propose.

2. SCOPE OF WORK

The City Attorney reports to, and serves at the pleasure of, the City Council. The City Attorney will work directly with the City Manager and City Staff in performance of daily duties in the operation of City business. The general responsibilities of the City Attorney include, but are not limited to, the following:

- Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council, the City Manager, and City Staff. Contacts are usually made via telephone and email, and generally same or next day response is expected. Preferred office hours are half a day four times a month and may be negotiated as part of any contract. During office hours, the City Attorney will be available to meet with Councilmembers, City Manager, Commissions and City Staff.
- Attend City Council meetings and be prepared to advise the Council and Staff on matters on the agenda, as well as parliamentary procedure and substantive issues that arise during the meeting. Attend various weekly staff meetings, at least ½ day each week. Attendance at City Council subcommittee meetings or Site and Architectural Commission or other Committee meetings may be requested from time to time.
- Provide guidance and training concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, California Environmental Quality Act (CEQA), tort liability and risk, due process, land use and other legal requirements imposed by statute and common law. Review compliance for public records requests, retention policy, contract and procurement process.
- Prepare, review, and revise staff documents, including, but not limited to, initiation of

memoranda concerning legal issues, employment and risk management issues, contracts, agreements, ordinances, resolutions, land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and City Council Staff reports. Clear, concise, well-organized writing in plain English is a pre-requisite.

- Represent and/or advise the City in litigation not covered by the Monterey Bay Area Self Insurance Authority or otherwise handled by outside counsel.
- Represent the City in inter-agency projects and other legal matters.
- Provide status reports regarding all matters, at least two times per year, (February and October). Report should include all litigation, employment and risk management matters and any special projects.
- Oversee coordination with special legal counsel on all City litigation including oversight of the City's risk management program and general liability claims.
- Provide legal advice and assistance to operating departments.
- Counsel the City regarding taxes, assessments, fees, Proposition 218, and other financial advice.
- Designing, drafting, and updating the City's Municipal Code and Zoning Code, including regulations for state and federal housing legislation.
- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the City and its operations. Provide suggested action or changes in operations or procedures to assure compliance.

The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated, as agreed upon in the Legal Services Agreement between the successful applicant and the City. The City may request estimated costs prior to assigning additional tasks or special projects.

3. QUALIFICATIONS

Applicant must be a licensed and active member in good standing of the California State Bar. Qualified applicants will preferably have five (5) or more years of municipal legal experience in California as a City Attorney. Further, it is desirable for the City Attorney to hold experience in the following areas:

- Designing, drafting, and updating Municipal Code sections and regulations.
- Providing support to Staff and the Council during land use appeals to the Council; and in code enforcement actions.
- Experience with and knowledge of the law governing general law.
- Experience with land use regulations related to public land use and planning, environmental law including the CEQA, general plans, municipal aviation and airport administration, development agreements, code enforcements and other related areas of law, administrative law, personnel law, and other areas of municipal law.
- Experience with public sector employment, pension law, and general personnel matters.
- The City Attorney should have litigation experience and experience monitoring or supervising litigation activity within a firm.
- The City Attorney must demonstrate the ability to speak clearly and effectively in public with the diverse population of the city. Spanish speaking is desirable.
- The City Attorney must have the ability to relate easily and effectively with all members of the City Council, Staff, and the public.
- The City Attorney must have experience with cities who have a commitment to equitable access and opportunity, along with a focus on promoting structures and processes to enhance diversity, equity and inclusion.

4. PROPOSAL SUBMISSION REQUIREMENTS

4.1. Amended Proposal Submittal

Proposals must be delivered in person, by U.S. Postal Service, or by a courier service such as Federal Express, UPS, etc. and must be received no later than **October 30, 2023, 5:00 p.m. PST**, at the address listed below. All Proposals that are not received by the RFP Due Date will not be considered and will not be returned to applicant. This includes Proposals that are emailed. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse applicant's responsibility for submitting the Proposal to the correct location by the RFP Due Date.

Applicants must submit one (1) completed hard copy of the proposal and one (1) electronic copy in PDF format (email or flash drive). All proposals must be submitted in a sealed envelope clearly marked on lower left hand corner "City Attorney Services - RFP".

Mailing Address:

Belinda Varela
Director, Human Resources & Risk Management
211 Hillcrest Avenue
Marina, CA 93933

4.2. General Instructions

Proposals should be prepared simply and economically and provide a straightforward, concise description of the applicant's firm, background, qualifications, proposed legal services, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by an applicant in protesting any portion of the RFP documents or the City's selection decision. Proposals should be organized consistent with the outline provided below under Proposal Format.

4.3. Proposal Format

Proposal must be structured, presented, and labeled in the following manner:

1. Cover Letter
2. Executive Summary
3. Firm information
4. Firm Background
5. Firm Qualifications
6. Principal Attorneys
7. References
8. Pricing/Fee Structure
9. Additional Information

Failure to follow the specific format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposal shall not contain extraneous information. All information presented in the Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not

incorporated into the body of the proposal itself, must be referenced to the appropriate place within the body of the proposal.

4.3.1. Cover Letter

The proposal must include a cover letter which references and responds to each of the following bulleted items:

- Signature of a firm officer empowered to bind the applicant to the provisions of this RFP and any contract awarded pursuant to it.
- A high-level statement of credentials qualifying for delivery of the services sought under the RFP.
- A statement indicating the proposal remains valid for at least 90 days from the Deadline for Receipt of Proposal.
- A statement that the applicant, or any individual who will perform work, is free of any conflict of interest (e.g., employment by the City or a competing corporate interest). Please limit the Cover Letter to three pages.

4.3.2. Executive Summary

This section of the proposal should provide a concise synopsis of applicant's proposal and credentials to deliver the services sought under the RFP. Provide a general overview of the applicant's philosophy for City Attorney services and approach to mitigating risk to cities.

4.3.3. Firm Information

This section of the proposal must include the following company Information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLP, etc.).
- Identify if the applicant is a subsidiary of a larger company. If so, whom? Provide the proposal contact name, address, phone number, and email address.
- Identify the principal attorney that will serve as the City Attorney and any other functions requested under Scope of Services in Section 2.
- Identify the location of firm headquarters and office which will support the project.

4.3.4. Firm Background

This section should identify the following:

- A description of the applicant's background, nature of business, and organizational history.
- A statement of how long the applicant has been providing legal services to government/municipal agencies.
- A description of available staff services (clerical support, paralegals, other non-attorney staff), who may assist the City Attorney on matters.

4.3.5. Firm Qualifications

In this section of the proposal, the applicant should identify firm and staff qualifications and experience in the scope of work. More specifically, this section should identify the following:

- Describe applicant's experience in government/municipal/special district legal services.
- Describe applicant's experience working with California local government agencies.

- List all public clients for whom applicant currently provide services under a fee for service or retainer basis. Indicate the meeting dates and schedules for any public bodies for the prospective lead attorney.

4.3.6. References

The applicant must provide three to five (3-5) references. At least two of the references should be for similar services provided in the last three years. The City prefers references from local government agencies with populations similar in size and operation to the City of Marina, if possible. For each reference, applicant should provide the following information and permission to contact each reference:

- Agency name
- Agency contact information (name, title, phone, and email)
- Scope of work performed, identifying the services provided
- Start date
- Summary of any problems and solutions to those problems

4.3.7. Pricing & Fee Structure

This section should include services provided under retainer fee (City Council Meetings, Committee meetings, Subcommittee meetings or Site and Architectural Design Review Board meetings, Executive meetings, office hours on site at City Hall, communications, and general legal work, advice or counsel. .

Pricing should include:

- Hourly bill rates for general City Attorney services.
- Hourly rates for specialized services, with descriptions of what may be considered a specialized service.
- Hourly rate for individuals from the firm, including staff attorneys, paralegal services and clerical staff.
- Minimum monthly retainer amount and basis of calculation (i.e. minimum hours at general hourly rate, approximately 200 hours per month, with ½ days on site each week) and identify all services provided that are included in the retainer.

4.3.8. Additional Information

- The applicant may provide additional information relevant to the information requested, that may assist the City in the selection process.
- The applicant should identify any other public agency or private representation that may have a conflict of interest with the City of Marina.

5. PROPOSAL EVALUATION

The City shall review all proposals to determine which applicants have qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the City will complete a detailed review of applicant proposals. Proposals will be evaluated based on the following evaluation criteria:

• Applicant's legal knowledge and experience in matters identified in the Scope of Work
• Demonstrated understanding of City's needs
• Quality, clarity, and responsiveness of proposal
• Anticipated value and price
• Results of interviews, presentations, and site visits
• References
• Ability to prepare and execute a contract in a timely manner

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Applicants. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the applicant agrees to put such clarifications in writing.

6. GENERAL REQUIREMENTS

6.1. Collusion

By submitting a response to the RFP, each applicant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the applicant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the applicant has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

6.2. Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City official, employee, agent, or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

6.3. Required Review and Waive of Objections by Applicant

Applicants should carefully review this RFP for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and/or Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and/or Comments.

6.4. Proposal Withdrawal

To withdraw a proposal, any applicant must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1 .6) not later than 24 hours before the Deadline for Receipt of Proposals. After withdrawing a previously submitted proposal, the applicant may submit another proposal at any time up to the Deadline for Receipt of Proposals.

6.5. Proposal Errors

Applicants are liable for all errors or omissions contained in their proposals. Applicants will not be allowed to alter proposal documents after the Deadline for Receipt of Proposals.

6.6. Incorrect Proposal Information

If the City determines that an applicant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the applicant knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

6.7. Proposal of Additional Services

If an applicant indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

6.8. Licensure

Before a contract pursuant to this RFP is signed, the applicant must hold all necessary, applicable business and professional licenses, including, but not limited to, certification of licensure in good standing with the State Bar of California. The City may require any applicants to submit evidence of proper licensure upon selection for negotiation of a services agreement.

6.9. Conflict of Interest and Proposal Restrictions

Applicants should identify any other public agency or private representation that may have a conflict of interest with the City.

By submitting a response to the RFP, the applicant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or firm to the applicant in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other applicants, and said individual, company, or other entity may not submit a proposal in response to this RFP.

6.10. Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected applicant. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked applicant.

6.11. Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received that does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Applicants must comply with all of the terms of this RFP and all applicable state laws and regulations.

Applicants may not restrict the rights of the City or otherwise qualify their proposals. If an Applicant does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any applicant to strict compliance with the RFP.

6.12. Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a proposal, the applicant acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each applicant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information, which an applicant submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the applicant who submitted such information with reasonable notice to allow the Applicant to seek protection from disclosure by a court of competent jurisdiction.

The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Applicants who indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may be deemed non-responsive.

6.13. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and applicants will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6.14. RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal may be incorporated into the final contract.

6.15. Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the Deadline for Receipt of Proposals unless such is formally requested, in writing, by the City.

6.16. Firm Participation

The City reserves the right to share with any firm of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said firm to participate in the Proposal Evaluation process.

6.17. Warranty

The selected applicant will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

6.18. Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all proposals.
- Issue subsequent Requests for Proposals.
- Postpone opening proposals for any reason.
- Remedy errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the applicants.
- Accept other than the lowest monetary offer.
- Waive informalities and irregularities in the proposals.
- Enter into an agreement with another applicant in the event the originally selected applicant defaults or fails to execute an agreement with the City.
- Include provisions in the contract allowing the City Council to terminate the agreement at its sole and entire discretion upon the provision of thirty day (30) written notice.

7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Applicant, its firm, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Applicant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if Applicant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions): Insurance appropriate to the applicant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Firm maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the firm including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the applicant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the firm’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Applicant’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Applicant shall furnish the City with original Certificates of Insurance including all required mandatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the applicant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Applicant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and applicant shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of 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. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

By the act of submitting a Proposal in response to this RFP, applicant certifies, under penalty of perjury, that applicant has not discriminated against minorities, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any required subcontracts.

SHUTE
MIHALY &
WEINBERGER
LLP

PROPOSAL

City Attorney Services

October 30, 2023

René Alejandro Ortega
City Attorney

Joseph ("Seph") Petta
Assistant City Attorney

Vaneeta Chintamaneni
Deputy City Attorney

Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Phone: (415) 552-7272
Fax: (415) 552-5816
rortega@smwlaw.com

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4.3.1. COVER LETTER

René Alejandro Ortega | Partner | rortega@smwlaw.com
396 Hayes Street | San Francisco, California 94102
T: (415) 552-7272 | F: (415) 552-5816 | smwlaw.com

October 30, 2023

City of Marina
Attn: Belinda Varela
Director of Human Resources and Risk Management
211 Hillcrest Avenue
Marina, CA 93933

Re: City Attorney Services - Response to Request for Proposals

Dear Ms. Varela:

As a native of Northern California and having spent my undergraduate career in and around Monterey Bay, including work with several communities in the neighboring City of Watsonville, it would be a great honor to be of service to the City of Marina. Shute, Mihaly, & Weinberger, LLP is ideally suited to serve as City Attorney for the City of Marina. Since the Firm's founding in 1980, we have represented public and non-profit clients on virtually all areas of municipal and public agency law. We bring unparalleled public agency expertise to the table, and we propose to do so at affordable rates.

Under this proposal, I would serve as City Attorney. I am an experienced government attorney who has previously served as Chief Deputy City Attorney for the City of San José and currently serve as Assistant Interim Town Attorney for the Town of Portola Valley and Deputy City Attorney for the City of Half Moon Bay. I also serve as Special Counsel for the City of Cupertino and the County of Stanislaus. Through my experience representing these public agencies as well as my experience in the City Attorney's Office in San José, I have gained deep knowledge of municipal governance gained by advising staff and Council on various aspects of legal compliance, ethics, liability, and risk avoidance as well as in substantive areas, including housing, public works, public contracting, code enforcement, real property, land use, and historic preservation issues.

Additionally, prior to serving in the City Attorney's Office for the City of San Jose, I served as land use counsel for an ivy league university in New Haven, Connecticut, working alongside my city government counterparts as well as city staff to facilitate the development of a new school of management facility as well as two new residential colleges. I have also represented clients on cleanup and redevelopment of formerly environmentally contaminated sites. The City of Marina, with a university

planning for expansion, and lands formerly occupied by the military, could benefit from this experience.

SMW Partner Joseph "Seph" Petta and Counsel Vaneeta Chintamaneni would serve as primary backup for myself. Seph and Vaneeta have extensive experience representing public agencies. Their areas of expertise are additional and complementary to mine, and together we would provide the City with expertise in virtually all areas requested in the RFP. Additionally, the Firm has traditionally subcontracted with a labor/employment law firm to advise on personnel issues as well as on labor and employment concerns.

The Firm also has extensive experience in specialized litigation, land use, housing, and environmental law, complex transactions, public works, water law, and code enforcement. Additionally, through its close working relationship with Christopher Boucher of **Boucher Law**, the Firm is able to provide comprehensive services in the areas of employment, bargaining and other personnel matters.

SMW will provide prompt responses to day-to-day legal issues that arise in the course of the City's business; stay on or below budget by carefully avoiding overstaffing and duplicative work, and adjusting work assignments to take advantage of attorneys with lower billing rates whenever possible; and utilize the fact that we represent, as general or special counsel, many public agencies and can spread the cost of preparing legislative and other reports over many clients.

In the following RFP response, we describe the Firm's background and scope of practice; the team of attorneys and staff we propose to directly serve the City's legal needs; and the Firm's extensive experience in the areas in which the City seeks legal support. We provide references who can speak to the Firm's work and expertise; discuss our proposed rate structure and a potential alternative billing structure; and confirm that the Firm is not aware of any existing conflicts of interest.¹

The enclosed proposal and fee schedule are valid and binding for 90 days from the date of this letter.

Very truly yours,
SHUTE, MIHALY & WEINBERGER LLP



René Alejandro Ortega

¹ The Firm previously represented a private nonprofit entity in a lawsuit related to enactment of the City's Urban Growth Boundary (UGB) previously set to expire on December 31, 2020. Our understanding is that the City Council enacted Resolution 2020-75 authorizing a measure to be placed on the ballot for the November 3, 2020 general election extending the UGB provisions until December 31, 2040. That measure, Measure Q, was passed by the voters 80.66 % to 19.34%. The private nonprofit entity involved in that litigation is not a current client of the Firm.

PROPOSAL FOR CITY ATTORNEY SERVICES**4.3.2. EXECUTIVE SUMMARY**

Since the Firm's founding in 1980, SMW has represented public and non-profit clients on governance, regulatory, environmental law, and land use issues. As city/town attorney to four cities and counsel to dozens of other cities and special districts, SMW's 41 lawyers and two urban planners have considerable experience with the issues the City confronts daily. We provide advice, requested research, and written documents on time and in a budget conscious way. We enjoy working with our clients, and structure our representation to meet client needs and desires.

The City will benefit from our Firm's in-house store of knowledge and experience gained through years of representing public agencies. In other words, we will not be "reinventing the wheel" – and we can thus provide services efficiently and cost-effectively.

The proposed City Attorney, René Alejandro Ortega, will work closely with the City Manager and City Council to ensure the City's legal needs are met. René will serve as the City's primary contact, and will coordinate with the City to assign the most appropriate attorneys to different projects. René will ensure that the City gets the full benefit of the Firm's attorneys' expertise by ensuring that projects are assigned to attorneys with established knowledge in the relevant subject area.

The size of the Firm provides particular benefits to the City. With 41 attorneys including 26 partners and of counsel, the Firm will be able to provide the City with attorneys with the appropriate expertise in a wide range of subject areas in a way smaller firms cannot.

SMW and René Alejandro Ortega understand the role of the City Attorney within the City's organizational structure. First, René has served in the City Attorney's Office in San José as Chief Deputy City Attorney, a member of the leadership team in that Office. Second, SMW serves as City Attorney and General Counsel to a long list of public agencies, including the Cities of Orinda, Half Moon Bay, and Saratoga, and serves as Interim Town Attorney for the Town of Portola Valley. It serves as General Counsel to various transportation, waste management, water and park districts, including the Transbay Joint Powers Association (responsible for building the connecting tunnel from the Caltrain terminus in San Francisco to the recently completed Transbay Transit Center), the Alameda County Waste Management Authority, the Contra Costa Water District, and the Pleasant Hill Recreation and Park District, among others. For a list of agencies the Firm represents and has represented, see Section 4.3.5 (*Current and Former Firm Clients*), below.

Our Firm's general approach to completing the work and fulfilling the requirements of the role of City Attorney is to:

- Evaluate the most efficient method of completing the work by understanding how we complement the work done by staff and other officials.
- Provide prompt responses to day-to-day legal issues that arise in the course of the City's business.
- Constantly evaluate new methods to achieve efficiencies, including the development of forms, contracts, and training for the City on how to effectively use City Attorney services.
- Stay on or below budget. Carefully avoid overstaffing cases, avoid duplicative work, and adjust work assignments to take advantage of attorneys with lower billing rates whenever possible. We will work with City staff to identify tasks that may be more efficiently performed by staff.
- Utilize lawyers in our Firm who are specialized and therefore efficient in their areas of practice, such as ballot measures and real estate law.
- Utilize the fact that we represent, as general or special counsel, many public agencies and can spread the cost of preparing legislative and other reports over many clients.
- Maintain an inventory of legal opinions provided to the City to assure eliminating redundancies and consistent direction of recurrent issues.
- Seek to resolve litigation when possible and in the best interests of the City; and when it is not, develop an effective strategy with the City Manager, the City Council, and staff.

Beyond our legal expertise, we will work with the City to provide practical solutions by using our Firm's experience representing many other public agencies.

Additionally, the Firm maintains several internal systems to address quality assurance and quality control. For example, the Firm distributes a weekly litigation calendar that consists of a chronological list of all litigation-related events and deadlines. The calendar lists all responsible attorneys for each matter/deadline/event so that if a team member is unavailable for any reason, there is an up-to-date database of all substantive deadlines. In addition, the Firm maintains a system for running conflict checks and a system for ensuring that any potential conflicts are addressed. If there are conflicts or potential conflicts, the matter is brought to the Firm's Ethics Committee, which discusses the matter and makes a recommendation on whether a conflict can be waived, and if so, the administrative actions that need to be put in place to safeguard client confidences.

The Firm also maintains an electronic document management system for all client files, a shared system that provides access to all members of the Firm. In addition, the

Firm utilizes an email archiving and filtering service which stores all internal and external email for a period of 10 years. Finally, the Firm also maintains several other systems including an accounting program, records management system (for hard copy documents), a records retention policy, and an electronic file backup where all firm electronic data is backed up, replicated, and stored at an off-site storage facility.

Our Firm uses billing software that tracks time billed to the tenth of an hour in real time, which allows the contract staff to remain aware of progress on the budget and avoid overruns. We will coordinate with City staff to identify milestones where we will notify the City of budget consumption for a given time period (for example, providing notification that we have consumed a certain percentage of a monthly budget) or project.

4.3.3. FIRM INFORMATION

Legal Name: Shute, Mihaly & Weinberger LLP
FEIN: 94-2647744
Form of Business: Limited Liability Partnership
Subsidiary: SMW is not a subsidiary of a larger company
Office Address: 396 Hayes Street, San Francisco, CA 94102

Principal Attorney: René Alejandro Ortega

We propose that René Alejandro Ortega serve as City Attorney, with Seph Petta serving as primary backup attorney providing City Attorney Services. René would attend City Council, other deliberative body, and staff meetings at the City's offices (as necessary) or virtually, as appropriate. We would also be readily available by phone and email.

René Alejandro Ortega joined the Firm in June 2022 as a partner. Previously, he served on the leadership team of the City Attorney's Office in San José. As Chief Deputy, René oversaw the work of a dozen attorneys which covered a wide range of disciplines ranging from public works, parks and recreation law to public financing. In this position, René also served several city departments including the Housing, Parks, Planning, and the Office of Equality Assurance in the Public Works Department.

René worked closely with the City of San José Housing Department on various housing programs, including the development of the City's "tiny home" communities, which required working collaboratively with the City's Public Works Department. He advised the Parks Department as they expanded the encampment management team from a 2-person team to a team of over two dozen dedicated professionals in various disciplines to address homeless encampments in the city's public areas. René also helped negotiate several agreements with state agencies for implementing recreational and beautification public works projects throughout the City.

René has worked with and advised several municipal agencies both as in-house counsel as well as representing clients coming before municipal boards and commissions since 2003.

As City Attorney, René is prepared to attend all regular and special meetings of the City Council, the Planning Commission as well as other meetings as requested by the Mayor, City Manager, or Council. René would maintain weekly office hours and attend weekly Executive Team meetings. René has the experience and is prepared to provide the following services, including:

- Preparing ordinances, resolutions, contracts, development agreements concerning City business and review of City Council agenda items.
- Preparing written legal opinions on matters concerning City business at the request of the City Council, City Manager or designee.
- Analyze proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the City upon request.
- Review contracts, bid specifications, and purchasing documents for the purposes of legal and policy compliance, appropriate risk transfer, and risk analysis and avoidance as requested.
- Advise City Council concerning whether to file claims or commence litigation; and represent the City in connection with certain claims and litigation filed by or against it.
- Provide advice and assistance to City Manager and the City Council on matters of law including, the Brown Act, Government Code, Health and Safety Code, conflict of interest and Political Reform Act and assisting them in seeking advice from regulatory agencies such as the Fair Political Practices Commission.
- Provide legal advice and consultation to the City Council Manager on matters of environmental compliance, including, NPDES, CEQA, and NEPA, as they pertain to actions by the Staff and Council.
- Provide legal advice and assistance to the City Council and City Manager on matters of Public Works bid and contract award, California Public Contract Code and DIR Regulations.

- Provide legal assistance and consultation to City Manager on matters of property rights and property management.
- Provide routine legal opinions, advice, assistance and consultation to the City Council, City Manager, and City staff in written or oral form via personal consultations or telephone/email correspondence as needed. Generally, same or next day response is expected.
- Collaborate, draft, and/or update the City's Municipal Code and Zoning Code, including regulations for land use and housing, as needed.
- Represent and/or advise the City in litigation not covered by the City's risk pool, the Monterey Bay Area Self Insurance Authority, or other outside counsel. Oversee coordination with special legal counsel on all City litigation, including oversight of the City's risk management program and general liability claims.
- Review, approve and/or prepare legal opinions, staff reports, ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, leases/licenses, and other documents as required by the City.
- Provide training and/or advice to the City Council, appointed Commissioners, and City staff related to the Brown Act, AB 1234, conflict of interest, Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute.
- Communicate with the press regarding City legal matters when authorized to do so by the City Manager or City Council.
- Provide status reports regarding all matters, at least two times per year, February and October, including all litigation, employment and risk management matters as well as any special projects. And, provide written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance.
- Perform all duties of the City Attorney in the Marina Municipal Code and such other activities as directed by the Mayor, the City Council, and the City Manager, or other designee.
- Consult with City's labor counsel (if such counsel has been so designated) regarding personnel matters, labor relations matters, and corresponding litigation, or consult outside labor and employment counsel with whom SMW has existing relationships. Services provided by SMW's outside labor and employment counsel shall be included in the proposed minimum

monthly retainer, or under the public agency discounted rates set forth in Section 4.3.7, below, as applicable. These services may be billed separately or, if subcontracted by SMW, billed in the normal course.

Primary Backup Attorney: Seph Petta - Assistant City Attorney

Seph Petta joined the Firm in 2012. His practice focuses on representation of public agencies and environmental groups in CEQA litigation and municipal, real estate, and land use law. During the past eleven years with SMW, Seph has regularly advised and provided transactional services to the Firm's municipal clients including the cities of Cupertino, Half Moon Bay, Orinda, and El Segundo, as well as the Firm's other public agency clients, including the Alameda County Waste Management Authority and the San Francisco Office of Community Investment and Infrastructure. Seph serves as general counsel to the Ladera Recreation District in San Mateo County.

Seph's practice includes litigation under state planning and zoning law, land assembly and entitlement processes, and easement drafting and enforcement. He has also represented clients in proceedings before multiple state public utility commissions. He is accustomed to working with outside attorneys separately retained by public agencies as needed on issues such as employment law.

Additional Backup Attorney: Vaneeta Chintamaneni - Deputy City Attorney

Vaneeta Chintamaneni joined the Firm in 2023. Prior to the Firm, Vaneeta worked at national and regional mid-size firms in San Francisco, where she provided a wide range of litigation and counseling services to businesses, individuals, and public agencies. She has litigated in federal and state court, and has a wealth of experience with environmental litigation and regulatory compliance counseling.

In 2020, Vaneeta joined the State Water Board's Office of Enforcement, where she prosecuted violations of state and federal water quality laws and permits, and provided strategic advice to Regional Water Quality Control Boards (Regional Boards). In her work at the Office of Enforcement, she regularly opposed cities and public agencies, successfully negotiating settlements and representing the Regional Board at administrative hearings. She also coordinated with counsel representing other state agencies, including the Attorney General's Office, District Attorneys, and County Counsel.

See Biographies in the *Appendix* for additional qualifications.

Additional Support

Other SMW attorneys and staff would also be available assist as needed to provide the requested legal services. SMW prides itself on providing its clients with a "deep bench" of experienced and responsive attorneys available as needed.

4.3.4. FIRM BACKGROUND

SMW is California's preeminent public agency, land use, environmental law, and renewable energy law firm. The Firm was founded in 1980 by three former members of the state Attorney General's office. Our first case was a unanimous decision from the U.S. Supreme Court in *Agins v. Tiburon*, 447 U.S. 255 (1980), which upheld the ability of cities and counties to protect open space. Since that time, the Firm has achieved an exceptional record of victories in the U.S. and California Supreme Courts, in lower federal and state courts, and before a wide range of state and federal administrative agencies. Outside of court, we have brought our clients success in a variety of complex, and often highly controversial, matters.

This track record, along with our focus on providing well-reasoned, clear, and practical advice to our clients, has garnered the Firm a well-deserved reputation as the "go to" firm for public agencies, environmental organizations, and community groups alike. We believe that this mix of clients gives us a unique perspective on the constraints and opportunities that laws regulating local governments create for parties on opposite sides of frequently contentious issues. In many situations, it also gives us the experience, contacts, respect, and relationships to develop, negotiate, and implement creative solutions to seemingly insoluble problems. We take pride in the fact that we frequently are able to achieve these solutions without the need for any court proceedings, even where litigation was initially thought to be inevitable. We also take pride in the number of referrals and accolades we receive not only from our current and past clients, but also from our colleagues and opposing counsel.

SMW currently has 41 attorneys: 15 junior attorneys (fellows and associates) with one to seven years of experience; five "of counsel" attorneys; and 21 partners with 10 years to over 30 years of experience. SMW also has two full-time urban planners on staff who provide assistance to our clients. Key to the Firm's success is also our excellent staff, which includes six legal secretaries and two paralegals. SMW has ample capacity to provide the City with timely, responsive, and high quality legal services.

SMW's certifications and qualifications include:

- The Firm is majority women-owned and it is certified as both a green business and a small business enterprise.
- The Firm's attorneys have won ten prestigious "California Lawyer Attorney of the Year" (CLAY) Awards, including three in 2020.
- All attorneys proposed to provide services pursuant to this proposal are licensed to practice law in the State of California. State Bar Numbers and

license status can be accessed at:

<https://apps.calbar.ca.gov/attorney/LicenseeSearch/QuickSearch>.

4.3.5. FIRM QUALIFICATIONS

The Firm's relevant experience and qualifications are below. For René's and other proposed Firm members' resume/curriculum vitae, please see Biographies in the Appendix.

Areas of Expertise

Since 1980, SMW has specialized in government, land use, renewable energy, and environmental law in California. We provide California public agencies, non-profits, tribes, and community groups with the highest quality legal representation, offering an array of litigation, regulatory, counseling, and planning services, including the following:

- A. Public Law. SMW serves as general counsel and city attorney for many California jurisdictions. Currently, we are city attorney for three Bay Area cities (Saratoga, Orinda, and Half Moon Bay). We are also general counsel to the Alameda County Waste Management Authority, a joint powers agency consisting of Alameda County, every city in Alameda County, and two sanitary districts; to the Contra Costa County Solid Waste Authority, a joint powers agency with membership consisting of the Town of Danville, City of Lafayette, Town of Moraga, City of Orinda, City of Walnut Creek, and portions of unincorporated Contra Costa County; and to the Transbay Joint Powers Authority, the joint powers authority established to develop the new Transbay Terminal in San Francisco. Additionally, the Firm serves as general counsel and special counsel to various other cities and counties, joint powers authorities, and special districts (see below for a list of public agency and special district clients).

In these capacities, as well as in our representation of other public agencies across the state, we regularly advise clients on the California Tort Claims Act, Brown Act, Bagley-Keene Act, California Public Records Act, ethics and conflict-of-interest requirements, and general liability issues. In particular, the Firm has extensive experience with public works contracting, labor compliance, and state and federal grant compliance. When requested, we provide engaging and highly relevant training tailored to our public agency clients. We also regularly draft, review, and prepare for adoption legal opinions, contracts, memoranda of understanding and other agreements, resolutions, policies/procedures, and code updates.

- B. Land Use Planning & Development Applications. SMW advises several former redevelopment agencies regarding major housing/mixed-use projects on former military bases in the Bay Area. In addition to land assembly (described in connection Real Estate Development and Complex Transactions), the Firm assists these agencies in initial entitlements by negotiating land exchange agreements and needed authorizing legislation with State agencies in order to remove and reconfigure Statute-level land use controls. In these early entitlement stages, SMW also advises on permitting from State and regional agencies and on disposition and development agreements. SMW attorneys then lead agency teams in the complex subdivision mapping processes for these long-term developments, which generally include public improvement agreements, major encroachment permits, street vacations and dedications, grants of easements, and further local land use actions. For this comprehensive approach, SMW draws on an integrated expertise in land use and real property law and practice.
- C. Housing Law. The Firm has experience advising past clients on housing and housing programs, including providing advice related to programs funded by the U.S. Department of Housing and Urban Development, the California Department of Housing and Community Development, and programs supported by local funds. This included providing legal advice to the City of San Jose's Housing Department on rental subsidy programs, affordable housing project developments, and contracts and grant agreements funded by federal, state, and local sources.

Most recently, Firm partner, René Ortega, advised the Housing Department on using federal and state grant funding to provide rental subsidies and rental assistance to families in Santa Clara County by working with the San Jose Housing Department and the Office of Supportive Housing for the County of Santa Clara to set up a local rental assistance program in compliance with federal and state requirements, including the use of pandemic-related HUD waivers. The Firm also has experience with providing advice related to the use of project-based vouchers, tax credits, and federal and state grant funding for affordable housing developments. Finally, the Firm has experience in establishing and advising housing trusts, a relatively new type of organization formed for the specific purpose of funding and developing affordable housing. Housing trusts can fill the gap for the type of housing that is not typically funded by the current affordable housing infrastructure - "missing middle" affordable housing.

- D. Environmental Law. Environmental law, including California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), has been at the core of SMW's practice since it was founded in 1980. SMW has

been involved in major updates to and litigation under CEQA, enabling the Firm to provide in-depth advice regarding CEQA compliance and litigation.

SMW assists public agencies in all aspects of the administrative process, including determining the proper scope of environmental review, reviewing drafts of CEQA and NEPA documents, preparing and reviewing responses to comments, and advising agencies on the approval process. The Firm also regularly engages in CEQA/NEPA litigation on behalf of public agencies, including CEQA defense and prosecution.

- E. Real Estate Development and Complex Transactions. The Firm provides comprehensive representation related to service agreements, including preparing new template documents, advising on revisions to existing templates, and reviewing and advising on contractor-provided agreements. Our experience includes advising on procurement, extensions, amendments, and risk and appropriate insurance and indemnity requirements.

SMW guides several public agencies in large development projects of different types. The Firm's work often begins with land assembly, generally either through negotiating complex agreements with state and local agencies or through leading eminent domain processes and the subsequent litigation or purchase negotiations. Both of these paths involve extensive work on appraisal, title issues, and the negotiation of purchase or exchange agreements. SMW attorneys also implement such agreements through complex closings, often involving clearing difficult title exceptions. These projects frequently involve construction-period leases and licenses and long-term ground leases for development; the Firm advises on such leases and has additionally negotiated leases for many other landowner public agencies, and provides advice to such lessors on ongoing tenant and land-management issues.

As general and outside counsel to the Transbay Joint Powers Authority (TJPA) since 2005, the Firm has drafted and negotiated numerous real estate agreements, including leases, easements, and purchase agreements for the acquisition of right-of-way, construction and operation of a new multi-modal Transit Center in Downtown San Francisco and the extension of Caltrain from its current terminus to the new Transit Center. Our work for the TJPA has included assisting with legal issues related to the 5.4-acre rooftop park at the Transit Center.

- F. Public Contracting and Construction. As city attorneys for several Bay Area cities and general and special counsel to other public agencies, SMW has experience with ensuring compliance with both state and federal requirements related to public contracting. The Firm also has experience advising

community organizations who receive federal and state grants on procurement requirements.

SMW adopts a pragmatic, problem-solving approach and works with agency staff in a proactive manner to streamline legal review and risk management. The Firm regularly updates public agency documents such as model contracts for services and construction, waivers/releases, insurance requirements, and indemnity agreements. We advise our clients on legal issues related to insurance coverage, and we are frequently called on to help clients supervise counsel retained by public agency insurance pools to ensure the representation provided is appropriate.

SMW has represented public agencies in contract disputes including litigation to enforce public contracts. This experience includes advising agencies on:

- Bid protest procedures and successful resolution of bid protests. Specifically, the Firm routinely advises clients with respect to implementation and refinement of bid protest procedures to ensure best practices and minimize litigation risk. The Firm has successfully resolved numerous bid protests without litigation.
- Bid relief, changes to subcontractors, and change orders.
- Public works projects undertaken in cooperation with other agencies.

Related to its practice in advising public agencies and community organizations on public contracting, the Firm provides advice related to complying with State and Federal labor standards. The Firm also has experience with serving as counsel to investigatory bodies conducting contractor compliance investigations after receiving complaints of labor code violations related to prevailing wage.

- G. Water and Wastewater Law. The Firm has advised the Contra Costa Water District and the Monterey Peninsula Water District in matters involving easement agreements and interpretation and application of the state Water Code. The Firm also has experience negotiating and implementing improvement and operating agreements for wastewater (sanitary and storm) infrastructure, plus the accompanying property/access agreements (licenses, easements, etc.).

The Firm advises the City of Half Moon Bay on numerous issues arising from its municipal sewer collections system and the treatment plant operated by Sewer Authority Mid-Coastside (SAM), of which Half Moon Bay is a member. The Firm has drafted collections agreements; negotiated easements for sewer infrastructure; drafted ordinances regarding sewer collections and the City's

fats, oils, and grease (FOG) program; and collaborated with SAM on its nondomestic source control program.

Following sanitary sewer overflow (SSO) events, the Firm managed outside counsel to negotiate a successful Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order with the California Regional Water Quality Control Board, San Francisco Bay Region, and the City of Half Moon Bay.

- H. Code Enforcement. SMW regularly assists its public agency clients in code enforcement. This work has included advising on enforcement avenues (e.g., administrative fines versus criminal enforcement versus abatement) and responding to administrative appeals. The Firm has assisted its clients in obtaining inspection and abatement warrants. SMW also assists public agencies in revising their codes to improve the code enforcement process and ensure compliance with the latest changes in applicable State law.
- I. Legislative Advocacy. The Firm assists its clients in identifying legislative priorities, drafting proposed legislation, and identifying desired revisions to proposed legislation. Firm attorneys work both directly with clients in identifying legislative goals and supervise consultants doing the same. The Firm also has experience monitoring proposed legislation on behalf of clients to alert them when issues arise that the client may want to respond to..
- J. Municipal Finance. SMW advises public agencies on mechanisms for bridging the public funding gap resulting from Propositions 13, 218, and 26 and a sharp decline in financial assistance to local agencies. The Firm has broad expertise in studies to demonstrate the need for development impact fees and regulatory fees, drafting fee and tax legislation, defending challenges to these programs in the courts, and establishing assessment and Mello-Roos Community Facilities Districts.

For example, the Firm recently assisted the City of Half Moon Bay with its Proposition 218 process for its 2020 sewer rate adjustments and has helped other clients including ACWMA adopt and defend property-related fees under Proposition 2018. The Firm also provides its clients with analysis of the scope of various exceptions to the definition of “taxes” in Proposition 26 to facilitates those agencies’ adoption of new fees.

The Firm has successfully defended litigation against ACWMA, challenging its annual Household Hazardous Waste fee as an illegal assessment under Proposition 218. *Crawley v. Alameda Cty. Waste Mgmt. Auth.* (2015) 243 Cal.App.4th 396.

- K. Election Law. The Firm is well versed in the requirements of the Elections Code and advises both community group clients and cities on election law matters, including:
- Drafting tax and other revenue measures to help finance a range of important governmental purposes.
 - Advising regarding redistricting.
 - Advising cities and special districts on complying with restrictions on the use of public funds during elections.
 - Representing community group clients as proponents of initiative and referenda petitions.
 - Advising cities on processing referendum and initiative petitions.
- L. Asset and Facilities Management. The Firm represents public agency clients in connection with complex property and facilities management. As City Attorney for the Cities of Saratoga, Orinda, and Half Moon Bay, the Firm advises on matters affecting real property and facilities owned by the cities. These include drafting and reviewing leases, easements, and other property related agreements with private parties and other government agencies as well as representing the cities in disputes concerning public property. We also advise regarding compliance with the Americans with Disabilities Act (ADA).
- M. Landlord-Tenant Law. SMW has past experience in landlord-tenant law issues, including providing advice to clients related to the eviction process, as well as representing clients in eviction proceedings in court. Advice includes drafting and reviewing lease agreements, drafting lease compliance letters, as well as notices of termination. Additionally, the Firm has experience with various moratoria related to the pandemic and just cause requirements.
- N. Historic Preservation. The Firm has extensive experience representing public agencies, community groups, and preservation organizations in matters regarding historic or cultural resources, including compliance with the National Historic Preservation Act, the California Environmental Quality Act, and local historic preservation laws and regulations. The Firm has also drafted and helped implement ordinances and general plan changes regarding historic preservation. Examples of the Firm's historic preservation work include representing Heritage Orange County in its successful efforts to preserve several historic buildings in downtown Santa Ana, including a railway station and a portion of a federal courthouse complex.
- O. Takings Law. Property owners often allege that land use and environmental regulations give rise to an unconstitutional "taking" of their property, requiring the regulating entity to pay monetary compensation. SMW is California's premier firm in defending public entities in regulatory takings litigation. We

have successfully litigated dozens of cases involving takings and related challenges, including equal protection and due process challenges. The Firm also advises public entities on how to minimize takings exposure in regulatory and permitting decisions and assists public entities with nexus studies to support proposed regulations and exactions.

- P. Risk Management. The Firm helps its public agency clients identify, assess, and prioritize risks to guard against accidents, legal liability, and other problems. SMW adopts a pragmatic, problem-solving approach and works with staff in a proactive manner to streamline legal review and risk management. The Firm regularly updates public agency documents such as model contracts for services and construction, waivers/releases, insurance requirements, and indemnity agreements. We advise our clients on legal issues related to insurance coverage, and we are frequently called on to help clients supervise counsel retained by public agency insurance pools to ensure the representation provided is appropriate.
- Q. Specialty Litigation. The Firm takes pride in the fact that we frequently are able to achieve excellent outcomes for our clients without the need for any court proceedings, even where litigation was initially thought to be inevitable.

Where litigation is unavoidable, the Firm has frequently represented public agencies in a range of practice areas in both state and federal courts. SMW attorneys are experienced and effective litigators, both bringing and defending lawsuits on behalf of public agencies, and supervising outside counsel. The Firm is known for cutting-edge litigation to implement critical public policy objectives. Representative examples of the Firm's litigation experience include:

- The Firm defended the East Bay Regional Park District in a lawsuit challenging its approval of an MOU allowing safety-related tree removal for gas pipelines. The Park District prevailed on demurrer at the trial court and on appeal against multiple arguments. In a question of first impression, the Firm successfully argued that the Park District's enabling legislation granted it the authority to independently manage its resources on park property. The appellate action resulted in the published decision of *Save Lafayette Trees v. East Bay Regional Park District* (2021) 66 Cal.App.5th 21.
- The firm successfully defended ACWMA against a CEQA lawsuit challenging an amendment to its Waste Management Plan on grounds that a recycling and composting project addressed in the amendment had changed since it was first approved. The court held that the project had not significantly changed in a manner that required additional environmental

review. *Stein v. Alameda Cty. Waste Mgmt. Auth.*, 2020 WL 4745561 (unpublished).

- The Firm represents public agencies in a wide variety of eminent domain actions to conserve natural areas, provide flood control, create parks, and acquire rights-of-way for public transit and public utilities.
- In its role as agency counsel, the Firm also has experience overseeing special counsel from other firms.

R. Employment, Bargaining and Other Personnel Matters. Through its close working relationship with Christopher Boucher of **Boucher Law**, the Firm is able to provide comprehensive services in the areas of employment, bargaining and other personnel matters. The Firm has worked closely with Boucher Law to provide expertise in labor and employment matters to client cities, including the cities of Half Moon Bay and Cupertino as well as the Town of Portola Valley

Prior to entering private practice, Christopher Boucher spent over a decade as a seasoned human resources executive with a broad spectrum of industry experience, including municipalities, public utilities, aviation, maritime, special districts, school districts, as well as higher education. Most notably, Christopher served as the Port of Oakland's Director of Human Resources from 2014 to 2018, where he directed the Port's human resources, labor relations, benefits, equal employment opportunity, leaves management and disability compliance, occupational health and safety, and workers' compensation functions. Christopher also led two successful negotiations for successor memoranda of understanding with the Port's labor unions during this time.

As an experienced workplace investigator, Christopher has conducted investigations related to workplace misconduct, sexual harassment, race discrimination, retaliation, sexual orientation harassment, theft, fraud, favoritism, misconduct, and abusive conduct. Christopher completed extensive training from the Association of Workplace Investigators and passed the rigorous examination to earn the Certificate Holder (AWI-CH) credential, in addition to serving as part-time faculty for the Association's Training Institute for Workplace Investigators.

Additionally, Marc Zafferano, of **Boucher Law** is a seasoned and accomplished attorney with nearly four decades of experience in all aspects of municipal law for cities and special districts, as well as representing public and private employers in labor and employment law issues. Prior to joining our firm, Marc served as City Attorney for the cities of San Bruno and Belmont, Deputy City Attorney for the cities of San Carlos, Foster City and Woodside, and District

Counsel for the West Bay Sanitary District and San Mateo County Harbor District.

See biographies of Christopher Boucher and Marc Zafferano in *Appendix of Proposal for City Attorney Services*.

Current and Former Firm Clients

SMW has also advised and represented the following public agencies:

- Alameda County Waste Management Authority
- Band of Wintun Indians of the Cortina Rancheria
- Bay Area Air Quality Management District
- Beach Cities Health District
- California Coastal Commission
- California High-Speed Rail Authority
- Central Coast Community Energy
- City and County of San Francisco City Attorney's Office
- City of Alameda
- City of Berkeley
- City of Beverly Hills
- City of Brentwood
- City of Burbank
- City of Carson
- City of Cupertino
- City of East Palo Alto
- City of El Segundo
- City of Encinitas
- City of Federal Way, WA
- City of Half Moon Bay
- City of Hayward
- City of Inglewood
- City of Laguna Hills
- City of Las Vegas
- City of Livermore
- City of Long Beach
- City of Los Altos
- City of Marysville
- County of Humboldt
- County of Marin
- County of Sacramento
- County of Stanislaus
- County of Stanislaus
- County of Yolo
- Delta Stewardship Council
- East Bay Regional Park District
- Environmental Science Associates
- Feather River Resource Conservation District
- Highlands Recreation District
- Ladera Recreation District
- Marin County Transit District
- Midpeninsula Regional Open Space District
- Montague Water Conservation District
- Monterey Bay Aquarium
- Monterey Peninsula Water District
- Mountains Recreation & Conservation Authority
- Peninsula Clean Energy
- Pleasant Hill Recreation & Park District
- Port of San Francisco
- RecycleSmart
- Richardson's Bay Regional Agency
- Sacramento Area Flood Control Agency
- San Benito County
- San Bruno Community Foundation

- City of Monte Sereno
- City of Mountain View
- City of Oakdale
- City of Oakland
- *City of Orinda*
- City of Oxnard
- City of Pacific Grove
- City of Redondo Beach
- City of Richmond
- City of Roseville
- City of San Jose
- *City of Saratoga*
- City of South Pasadena
- Clean Power Alliance of Southern California
- Contra Costa Water District
- Cordelia Fire Protection District
- County of Alameda
- County of Butte
- San Francisco City Attorney
- San Francisco Redevelopment Agency
- Santa Cruz County Farm Bureau
- Silicon Valley Clean Energy
- Solano County Airport Land Use Commission
- Sonoma Clean Power Authority
- Sonoma County Ag and Open Space District
- South Coast Air Quality Management District
- State Water Resources Control Board
- Town of Danville
- Town of Los Gatos
- *Town of Portola Valley*
- Transbay Joint Powers Authority

4.3.6. REFERENCES

References for René Alejandro Ortega

Company Name: City of San Jose	Contact Person: Samuel Liccardo, Former Mayor of the City of San Jose
Contact Address: Stanford Law School/City of San Jose	Telephone Number: (408) 674-3952 (cell)
City, State, Zip: TBD	Email Address: TBD
Services Provided: City attorney legal services provided.	

Company Name: Town of Portola Valley	Contact Person: Howard Young, Interim City Manager
Address: 765 Portola Road	Telephone Number: (650) 333-9635
City, State, Zip: Portola Valley, CA 94028	Email Address: hyoung@portolavalley.net
Services Provided: Town attorney legal services provided.	

Company Name: City of San Jose Public Works Department	Contact Person: Matthew Cano, former Public Works Director ²
Contact Address: City of Milpitas, 455 E. Calaveras Blvd.	Telephone Number: (408) 893-2322 (cell)
City, State, Zip: Milpitas, CA 95035	Email Address: mcano@milpitas.gov
Services Provided: City attorney legal services provided.	

Company Name: City of San Jose Housing Department	Contact Person: Jacky Morales-Ferrand, Director
Address: 200 E. Santa Clara Street	Telephone Number: (408) 535-3855 (408) 750-4551 (cell)
City, State, Zip: San Jose, CA 95113	Email Address: jacky.morales-ferrand@sanjoseca.gov
Services Provided: City attorney legal services provided.	

Company Name: City of San Jose Parks, Recreation and Neighborhood Services Department	Contact Person: Jon Cicirelli, Director
Address: 200 E. Santa Clara Street	Telephone Number: (408) 793-5553
City, State, Zip: San Jose, CA 95113	Email Address: jon.cicirelli@sanjoseca.gov
Services Provided: City attorney legal services provided.	

Company Name: Stanislaus County	Contact Person: Tom Boze, County Counsel
Address: 1010 10 th Street, #6400	Telephone Number: (209) 525-6376
City, State, Zip: Modesto, CA 95354	Email Address: bozet@stancounty.com
Services Provided: Litigation and local agency legal services provided.	

² Matthew Cano was the former Director of Public Works for the City of San José. Currently, he is Deputy City Manager for the City of Milpitas. Prior to joining SMW, René advised several City departments, including Public Works, Housing, Code Enforcement, Environmental Services, Airport (SJC), and Parks Departments.

Firm References

Company Name: City of Half Moon Bay	Contact Person: Matthew Chidester, City Mgr./Jill Ekas, Director of Community Development
Address: 501 Main Street	Telephone Number: (650) 726-8272 (Chidester) (650) 726-8264 (Ekas)
City, State, Zip: Half Moon Bay, CA 94109	Email Address: mchidester@hmbcity.com jekas@hmbcity.com
Services Provided / Date(s) of Service: City attorney legal services currently being provided.	

Company Name: City of Orinda	Contact Person: David Biggs, City Manager
Address: 22 Orinda Way	Telephone Number: (925) 253-4220
City, State, Zip: Orinda, CA 94563	Email Address: dbiggs@cityoforinda.org
Services Provided / Date(s) of Service: City attorney legal services currently being provided.	

Company Name: City of Saratoga	Contact Person: James Lindsay, City Manager
Address: 13777 Fruitvale Avenue	Telephone Number: (408) 868-1213
City, State, Zip: Saratoga, CA 95070	Email Address: jlindsay@saratoga.ca.us
Services Provided / Date(s) of Service: City attorney legal services currently being provided.	

4.3.7. PRICING AND FEE STRUCTUREMinimum Monthly Retainer:

Shute, Mihaly & Weinberger, LLP (SMW) proposes the following minimum monthly retainer of two hundred (200) hours per month at a blended rate of \$340 per hour.

All city attorney services³, other than litigation, would be billed at the blended rate of \$340 an hour until the monthly retainer of two hundred (200) hours is reached. Hours in excess of the minimum monthly retainer, as well as litigation services, would be billed hourly at the following discounted rates for municipal and public agency clients:

³ City attorney services include attending City Council meetings, Committee meetings, Subcommittee meetings or Site and Architectural Design Review Board meetings, Executive meetings, office hours at City Hall, communications, and general legal work, advice or counsel.

Timekeeper	General (Non-Litigation) Services	Litigation Services
<i>Partner</i>	\$360	\$400
<i>Associate III</i>	\$330	\$370
<i>Associate II</i>	\$320	\$355
<i>Associate I</i>	\$300	\$335
<i>Planner</i>	\$300	\$335
<i>Paralegal</i>	\$230	\$255
<i>Law Clerk</i>	\$180	\$200

These rates are valid for ninety (90) days.

The Firm occasionally splits costs between clients whom the Firm is representing on the same matter. We would consider this approach if a similar situation were to arise.

Travel Time:

The Firm proposes to charge one (1) hour total of travel time for attendance at each City Council meeting, or other meeting requiring onsite, in-person attendance, and (1) hour total of travel time for each day of onsite office hours. The Firm is open to scheduling onsite office hours one ½ day per week.

Direct Costs:

The Firm would charge the following direct costs to the City at cost to the Firm, unless otherwise indicated:

- Messenger Services
- Postage and Overnight Delivery Services
- Large Photocopying or Color Copies (\$0.10/page)
- Pro-rata share of Firm's flat-rate online legal research subscription, Westlaw (charged based on actual usage for City projects)
- Litigation Costs

The Firm would bear all expenses related to support staff, general overhead, continuing legal education and attendance at public agency/municipal-law functions. We would provide monthly billing statements that describe in detail the services provided, including the number of hours worked by each attorney. Fees would be calculated in increments of one-tenth of an hour. Beginning in January 2024, the Firm would annually increase these billing rates consistent with any annual increase in the Consumer Price Index.

4.3.8. ADDITIONAL INFORMATION - FULL-TIME URBAN PLANNERS ON STAFF

Beyond the scope of services in the RFP, the Firm could also provide the City with urban planning assistance from the Firm's two full-time urban planners. The hourly rate for planning assistance is set forth above.

APPENDIX

Biographies

René Alejandro Ortega

Partner | Joined SMW in 2022 | He/Him/His

PRIMARY PRACTICE AREAS:

City Attorney & General Counsel Services, Housing, Land Use Planning & Zoning, Public Works Labor Compliance, Litigation & Appeals

René Alejandro Ortega is a Partner with Shute, Mihaly & Weinberger, LLP. He has over 20 years of experience practicing law. He joined the Firm as a Partner to complement the Firm's City Attorney & General Counsel Services, having served as Chief Deputy City Attorney in the San José City Attorney's Office.

Beginning in 2003, Mr. Ortega first practiced at a Northeast regional law Firm providing advice to a diverse client base of developers, manufacturers, utilities, power-generating companies, municipalities, and individuals on a range of land use and environmental transactions as well as complex litigation involving real estate, contract, property tax, administrative, enforcement, public utility, and environmental matters.

Mr. Ortega then relocated to California and joined Community Legal Services in East Palo Alto to represent clients in eviction proceedings and affirmative habitability lawsuits. He also worked on housing policy issues related to the ongoing housing crisis on the Peninsula and in the Bay Area in general.

In 2019, he joined the City Attorney's Office in San Jose to assist the City on housing, homelessness, public works, labor compliance, planning, and historic preservation issues, where he served as Chief Deputy in the Transactional Division of that Office.

CAREER HIGHLIGHTS / REPRESENTATIVE EXPERIENCE

- Served as Chief Deputy City Attorney for City of San José; member of management/leadership team in City Attorney's Office supervising the legal work of 12 Senior Deputy and Deputy City Attorneys; reported directly to City Attorney.
- Advised San José Housing, Parks, Public Works, Airport, Police, Environmental Services, and Transportation Departments as well as City Manager's Office on all aspects related to homeless encampment response, including expansion of outreach and hygiene programs, prioritization of abatements and potential program for "sanctioned" encampments:
 - Advised Housing and Public Works Departments on development and operation of Emergency Interim Housing ("tiny homes") communities, initially used as non-congregate for isolation and quarantine, and to be subsequently used as interim housing

- Reviewed agreements, memoranda and other documents under extreme time pressure and many moving parts to open shelters, both congregate and non-congregate types.
- Advised Housing Department and Emergency Operations Center on contracting over \$100M (almost 4 times typical amount received annually) of federal and state aid for services to city residents, including job training, legal services, emergency rental assistance, homelessness outreach, and shelter operations; negotiate cost-sharing agreements with County of Santa Clara
- Advised Planning Division on developments with potential impacts on historic resources, including very high-profile projects such as Downtown West (Google development project), St. James Park revitalization (currently subject to litigation)
- Served as attorney for city's Historic Landmarks Commission; worked with Historic Preservation Officer on updating Historic Preservation Ordinance
- Advised Public Works Department on labor and wage compliance issues; review and advise on safety and wage complaint investigations
- Advise city staff from various departments referenced above on Brown Act, Political Reform Act and Public Records Act issues.
- Serve as Assistant Town Attorney for the Town of Portola. Advise the Town's Manager on status of claims and litigation, and Development Director on development applications for affordable housing. Supervise litigation involving the Town.
- Bring litigation on behalf of Bay Area city to recover funds embezzled by former city accountant.
- Defend County of Stanislaus against claims related to mapped road.
- Draft municipal ordinances. Review staff reports, resolutions, and findings for agency actions on housing, homelessness programs, land use applications, public works, and various other city matters; draft closed session memoranda related to legal issues involving homelessness, historic preservation, labor compliance and enforcement, and airport operations.
- Advise and prepare memoranda for nonprofit organizations related to adoption of decarbonization/electrification ordinances.
- Advise nonprofit organization in its negotiation and awarding of a \$50M plus grant for habitat restoration work in the State of California; advise on various subcontracts/subgrants related to implementing the grant-funded work including compliance with California Labor Code and prevailing wage requirements.
- Former land use counsel for a Northeast Ivy League university; facilitated the development of a new school of management facility as well as two new residential colleges; successfully defended appeal of zone change and special permit approval Ivy League university. *Tagliarini v. New Haven Bd. of Aldermen* (Conn. Super. Ct., Mar. 11, 2011, No. CV106010699S) 2011 WL 1288638, at *1.

- Former environmental counsel for various regulated entities, including utility companies, manufacturers, and developers. See, e.g., *Tilcon Connecticut, Inc. v. Commissioner of Environmental Protection* (2015) 317 Conn. 628.
- Defended challenge to operations of nuclear power generating facility regulated pursuant to a National Pollutant Discharge Elimination System (NPDES) permit. *Burton v. Dominion Nuclear Connecticut, Inc.* (2011) 300 Conn. 542; *Burton v. Dominion Nuclear Connecticut, Inc.* (Conn. App. Ct. 2011) 129 Conn. App. 203.
- Represented owner of small local airport in its challenge to its operations under local environmental laws before the federal district court and the Second Circuit Court of Appeals. *Goodspeed Airport LLC v. East Haddam Inland Wetlands & Watercourses Com'n* (2d Cir. 2011) 634 F.3d 206; *Goodspeed Airport, LLC v. East Haddam Inland Wetlands and Watercourses Com'n* (D. Conn. 2010) 681 F.Supp.2d 182, aff'd (2d Cir. 2011) 634 F.3d 206; *Ventres v. Goodspeed Airport, LLC* (2011) 301 Conn. 194.
- Experience in landlord-tenant law issues; defended evictions and worked on housing policy issues in the San Francisco Bay Area.
- Appellate litigation experience in state and federal courts.

COMMUNITY SERVICE / RECOGNITIONS

- Planning Commissioner, City of Redwood City, 2019 - 2020; review appeals of Planning Director decisions; attend public hearings and provide recommendations to City Council on planned developments, environmental impact reports and other land use approvals.
- Vice President, Executive Board, Santa Clara County La Raza Lawyers Bar Association, 2016 to 2017; served on executive board to carry out the mission of the organization.
- Connecticut Super Lawyer in Environmental Law, Land Use/Zoning, Appellate.
- Region I President, Hispanic National Bar Association, 2011 - 2013; represented constituent members in the New England Region.
- Past President (2009-2010), past Vice President, Treasurer and Secretary, Connecticut Hispanic Bar Association ("CHBA"), 2003 - 2014; serve in various executive and board positions to carry out the mission of the organization.
- Commission Member, Town of Wethersfield Economic Development and Improvement Commission, 2009 - 2012; implemented and evaluated Town programs addressing economic development including a façade improvement program and working with other Town commissions to address and promote economic development in town.

PUBLICATIONS, PRESENTATIONS AND RECOGNITIONS

- Panelist, "Strategic Career Management, Career Planning, and Balancing Our Culture and Career", Hispanic National Bar Association Convention, Washington, D.C., September 2023.
- Panelist, "Homeless Encampments in our Communities: Navigating Constitutional and Practical Concerns", California League of Cities, Annual City Attorney Spring Conference, Monterey, CA, May 2023.
- Panelist, "Homeless Encampments *en Nuestras Comunidades*: Navigating Constitutional and Practical Concerns", Hispanic National Bar Association Convention, Washington, D.C., September 2022.
- Co-author, "Injunctive Relief Under the Connecticut Environmental Protection Act," *Connecticut Lawyer*, April 2013.
- Co-author, "Federal Preemption in the Environmental Law Context," *Connecticut Lawyer*, January 2012.
- Co-author, "Federal District Courts Begin to Apply the Lessons of Burlington but Questions Remain Unanswered," *Connecticut Lawyer*, November 2009.
- Co-author, "Supreme Court Confirms Decades-Old Purpose of Pillar of Environmental Law," *Connecticut Lawyer*, February 2008.
- Co-author, "Application of Daubert in Environmental Cost Recovery and Toxic Tort Cases," *ABA Environmental Litigation and Toxic Torts Committee Newsletter*, Winter 2007/2008.
- Co-author, "A Split in the Circuits Will Force the Supreme Court to Decide Whether PRPs Have Additional Remedies Under CERCLA," *Environmental Commentary, Andrews Litigation Reporter*, Vol. 27, Issue 12, January 10, 2007.
- Co-author, "Obstacles Exist to Grid Upgrading," *The National Law Journal*, March 15, 2004.

BAR MEMBERSHIPS

Member, States of California (2016), New York (2004), and Connecticut (2003);
Second Circuit Court of Appeals; Various Federal District Courts

EDUCATION

Boston College Law School, JD, 2003
University of California, Santa Cruz, BA, 1996

Joseph “Seph” Petta

Partner | Joined SMW in 2012 | He/Him/His

PRIMARY PRACTICE AREAS:

City Attorney & General Counsel Services, Municipal Law, Land Use Planning & Zoning, CEQA Compliance & Litigation

Seph Petta is a partner with Shute, Mihaly & Weinberger LLP. He joined the Firm in 2012 after graduating from the University of California, Berkeley, School of Law where he earned a certificate in environmental law. Mr. Petta’s practice focuses on representation of public agencies and environmental groups in municipal, real estate and land use law, and CEQA compliance and litigation.

Mr. Petta has regularly advised and provided transactional services to the Firms’ municipal clients including the cities of Cupertino, Half Moon Bay, Orinda, and El Segundo, as well as the Firm’s other public agency clients, including the Alameda County Waste Management Authority and the San Francisco Office of Community Investment and Infrastructure. Mr. Petta serves as general counsel to the Ladera Recreation District in San Mateo County. Mr. Petta advises clients on open government laws, including the Brown Act and Public Records Act. He also advises elected and appointed officials on conflict of interest laws.

Mr. Petta also represents environmental groups in their efforts to protect open space, quality of life, and public health. His practice includes litigation under CEQA, state planning and zoning law, land assembly and entitlement processes, and conservation easement drafting and enforcement. He has also represented clients in proceedings before state public utility commissions.

CAREER HIGHLIGHTS / REPRESENTATIVE EXPERIENCE

- Serves as general counsel to the Ladera Recreation District, a special district providing pool, tennis, and other recreational facilities in San Mateo County.
- Served as Assistant City Attorney for the City of Cupertino. Advised the City’s Planning Commission on development applications, land use regulations, open meeting laws, public contracts, and conflicts of interest.
- Drafted general plan and zoning code amendments and municipal ordinances for Cupertino.
- As Deputy City Attorney to the City of Half Moon Bay, advised the City in connection with temporary and permanent sewer easements to provide City wastewater transport beneath a private golf course property.
- Successfully defended litigation against the Alameda County Waste Management Authority (ACWMA), challenging its annual Household Hazardous Waste fee as an

illegal assessment under Proposition 218. *Crawley v. Alameda Cty. Waste Mgmt. Auth.* (2015) 243 Cal.App.4th 396.

- Successfully defended a landfill corporation's challenge to ACWMA's demand for landfill weight tickets associated with the unreported hauling of solid waste originating in Alameda County. The ruling facilitates recovery of millions of dollars in unpaid landfill fees. *Alameda Cty. Waste Mgmt. Auth. v. Waste Connections US, Inc.* (2021) 67 Cal.App.5th 1162.
- Advised on real estate and public trust matters to further a multi-agency project at the site of former Candlestick Park in San Francisco, which will include substantial affordable housing and redevelop the Candlestick Point State Recreation Area.
- Advises public agency decisionmakers on potential conflicts of interest under the Political Reform Act and common law, and compliance with Brown Act requirements for public meetings and closed sessions.
- Reviews staff reports, resolutions, and findings for agency actions on land use applications.
- Advises municipal and special district clients on CEQA, real estate, and land use matters, and on the imposition of taxes and fees.

COMMUNITY SERVICE / RECOGNITIONS

- Northern California Super Lawyer Rising Star, 2022.
- Member, League of California Cities' Committee on Attorney Development and Succession.
- Author, Cal. Bar Environmental Law Section's Environmental Law Update.

PUBLICATIONS / PRESENTATIONS

- Presenter, "'...And Other Duties as Required:' Talking to Non-Clients," League of California Cities, City Attorney Spring Conference, Monterey, CA, May 2023.
- Presenter, "Staffing a Public Meeting: From War Stories to Your Story," League of California Cities, City Attorney Spring Conference, Carlsbad, CA, May 2022.
- Seph Petta, *Remote Meetings under Brown Act*, SMW In the Public Interest (Feb. 21, 2023).
- Mindy Jian and Seph Petta, *Planning for Environmental Justice: Implementing SB 1000*, SMW In the Public Interest (Jul. 26, 2022).
- Benjamin Gonzalez and Seph Petta, *When Does Civic Discourse Cross the Line to Harassment?* SMW in the Public Interest (Apr. 7 2021).
- Seph Petta, *Processing Housing Construction Projects Under State and Local Shelter-in-Place Orders*, SMW in the Public Interest (May 20, 2020).
- Katrina Tomas and Seph Petta, *5 Considerations for Preparation of Administrative Record*, SMW in the Public Interest (Dec. 15, 2020).

- Sky Stanfield, Erica McConnell, and Seph Petta, *"A New Frontier: The Interconnection of Energy Storage,"* Greentech Media (Jan. 4, 2018).
- Sky Stanfield, Seph Petta, et al., Interstate Renewable Energy Council, Inc., *Charging Ahead: An Energy Storage Guide for Policymakers* (Apr. 2017).
- Seph Petta and Catherine Engberg, *GIS Maps Are Fair Game Under State Public Records Law*, Recorder (Apr. 15, 2014).
- Seph Petta, "Funding Public Transit in California After Proposition 26," Public Law Journal (Vol. 36, No. 1, Winter 2013).

BAR MEMBERSHIPS

Member of the Bar of the State of California, the U.S. Court of Appeals for the Ninth Circuit, and the U.S. District Courts for the Eastern District and Northern District of California.

EDUCATION

UC Berkeley School of Law, JD, 2012
Georgetown University, BA in English, 2002

VANEETA CHINTAMANENI

Attorney | Joined SMW in 2023 | She/Her/Hers

PRIMARY PRACTICE AREAS:

City Attorney & General Counsel Services, Municipal Law, Environmental Law

Ms. Chintamaneni joined the Firm in 2023 as Of Counsel. Prior to joining the Firm, Ms. Chintamaneni was an attorney at national and regional mid-size firms in San Francisco, where she litigated on behalf of and provided guidance to corporations, utilities, individuals, and public entities. Her environmental and natural resource work has involved the Porter-Cologne Water Quality Control Act, Clean Water Act, CERCLA, the Resource Conservation and Recovery Act, California Environmental Quality Act, state and federal Safe Drinking Water Acts, Clean Air Act, California Fish and Game Code, California Hazardous Waste Control Act, and Proposition 65. Among other things, her civil litigation included real estate disputes, defending against and filing environmental contamination claims in state and federal court, arbitration regarding the cleanup of hazardous waste sites, and defending against administrative enforcement actions brought by state agencies. Ms. Chintamaneni also has experience analyzing environmental issues in connection with real estate acquisitions.

Beginning in 2020, Ms. Chintamaneni was an attorney at the State Water Resources Control Board's Office of Enforcement, where she prosecuted violations of state and federal water quality laws including the Porter-Cologne Water Quality Control Act, Clean Water Act, and related federal and state permits. There, Ms. Chintamaneni led enforcement actions against public entities, businesses, and individuals.

CAREER HIGHLIGHTS / REPRESENTATIVE EXPERIENCE

Representative experience includes:

- Represented Regional Water Quality Control Boards (Regional Boards) across the state in administrative enforcement proceedings against public entities, individuals, and businesses for water quality violations under the Porter-Cologne Water Quality Control Act, Clean Water Act, and related federal and state permits. Enforcement work included investigation and analysis of potential violations, negotiation of settlements, preparation of evidence and legal briefs for administrative proceedings, and representation of Regional Boards at hearings.
- Negotiated a settlement agreement with Desert Water Agency to resolve violations of the Clean Water Act and Sanitary Sewer Systems Waste Discharge Requirements stemming from a sanitary sewer overflow. The violation was resolved for a penalty of \$181,947 and included a supplemental environmental project to improve water quality through installation of a flow meter monitoring

and sampling box. (In the Matter of: Desert Water Agency, Administrative Civil Liability Order R7-2022-0012.)

- Successfully appealed Zone 7 Water Agency's denial of well permit on behalf of vineyard, ensuring economic viability of \$8 million vineyard, by providing scientific support for well location and asserting due process and constitutional claims.
- Successfully represented buyer in real estate litigation at trial, obtaining trial court judgment for specific performance and damages for breach of purchase and sale agreement. (*Pyramid Design LLC et al v. Gerald R. Lowe et al.* (Super. Ct. S.F. City and County, No. CGC14543375).)
- Represented chemical manufacturer in arbitration proceedings to allocate cleanup and remediation costs arising from contamination from plastic manufacturing plants.
- Assisted in defense of large utility company in federal litigation asserting federal environmental and state common law claims arising from the utility's historic manufactured gas plants.
- Conducted environmental due diligence on behalf of corporations in potential real estate transactions, examining environmental assessments and regulatory documents.

COMMUNITY SERVICE / RECOGNITIONS/PUBLICATIONS / PRESENTATIONS

- Endorsements Committee, South Asian Bar Association of Northern California.
- *State Water Board Announces Plan to Investigate PFAS*, Global St. (2019).
- *How Owners Should Prepare for PFAS Investigation*, Global St. (2019).
- Co-author, *Recent Developments in Toxic Torts and Environmental Law*, Tort Trial and Insurance Practice Law Journal (Winter 2016 and Winter 2017).
- *The Unraveling of the American City: Pensions, Municipal Debt & Chapter 9 Bankruptcy*, University of Illinois Elder Law Journal (Jan. 2015).

BAR MEMBERSHIPS

Member of the Bars of the State of California, and the U.S. District Court for the Northern District of California.

EDUCATION

University of Illinois College of Law, J.D., Order of the Coif, summa cum laude

University of Illinois, Master of Urban Planning

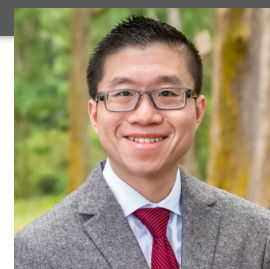
University of California, Berkeley, B.A. Urban Studies, Minor, Architecture



Boucher Law, PC

www.Boucher.Law

CHRISTOPHER K. BOUCHER
Founding Attorney



ABOUT CHRISTOPHER

Christopher's practice focuses on labor and employment law, and his expertise includes representing employers in a union environment, including labor negotiations, changes to existing terms and conditions of employment and/or the effects of those changes, and the meaning and application of labor contract provisions. He also serves as trusted counsel to employers regarding workplace investigations, employee discipline, due process, grievance procedure issues, reasonable accommodation and interactive process issues, and other labor and employment law matters.

Prior to entering private practice, Christopher spent over a decade as a seasoned human resources executive with a broad spectrum of industry experience, including municipalities, public utilities, aviation, maritime, special districts, school districts, as well as higher education. Most notably, Christopher served as the Port of Oakland's Director of Human Resources from 2014 to 2018, where he directed the Port's human resources, labor relations, benefits, equal employment opportunity, leaves management and disability compliance, occupational health and safety, and workers' compensation functions. Christopher also led two successful negotiations for successor memoranda of understanding with the Port's labor unions during this time.

Christopher was featured as one of 2016's national "Top Five Rising Stars" by Human Resource Executive magazine, and he received prominent recognitions for his accomplishments as an attorney from America's Top 50 Lawyers as well as Elite Lawyer, and he was also named Top Lawyer by the American Institute of Legal Advocates, which identify and highlight the accomplishments of the nation's most distinguished and skilled attorneys in all fields of practice of law. His clients greatly value his extensive practical human resources and labor negotiations experience, in addition to his legal skills.

Workplace Investigations

As an experienced workplace investigator, Christopher has conducted investigations related to workplace misconduct, sexual harassment, race discrimination, retaliation, sexual orientation harassment, theft, fraud, favoritism, misconduct, and abusive conduct. Christopher completed extensive training from the Association of Workplace Investigators and passed the rigorous examination to earn the Certificate Holder (AWI-CH) credential, in addition to serving as part-time faculty for the Association's Training Institute for Workplace Investigators.



(510) 838-1000

Christopher@Boucher.Law

CHRISTOPHER K. BOUCHER

Northern California
 2081 Center St.
 Berkeley, CA 94704

Southern California
 321 S Brand Blvd.
 Glendale, CA 91204

Mediation

In addition to his advocacy skills, Christopher has completed successfully the requisite training to serve as a mediator in compliance with Sections 466 - 471.5 of the Business and Professions Code. Christopher has successfully utilized his mediation training to achieve settlements on labor and employment matters.

Training

A highly sought-after trainer with a broad spectrum of public sector and industry experiences, Christopher has provided training and keynote speaking engagements on a variety of labor and employment law topics including labor relations, collective bargaining, workplace investigations, required sexual harassment/abusive conduct training, leaves of absence, disability accommodation and the interactive process, employee misconduct and discipline, the legalization of recreational marijuana and its impact to employers, violence in the workplace, workers' compensation fraud, and unconscious bias.

Published Articles

Christopher has written articles on topics such as workplace bullying, the legalization of recreational marijuana and its impact to the workplace, and general labor and employment law updates, which have been published by professional organizations throughout California.

Education

Christopher was graduated with a Bachelor of Arts degree from the University of California, Berkeley. He received his legal education from the Abraham Lincoln University School of Law where he was also a member of Delta Theta Phi, graduating *cum laude*. In addition, he received a professional certificate from Cornell University's School of Industrial and Labor Relations, and attended the Harvard Negotiation Institute at Harvard Law School.

Professional Affiliations

Christopher is a member of the State Bar of California and a member of the Labor and Employment Law Section of the California Lawyers Association. He also holds memberships to the Alameda County Bar Association, the Association of Workplace Investigators, and the Society for Human Resource Management.

Firm Recognition

We are honored that, in 2022, Manage HR Magazine named Boucher Law as America's Top 10 Emerging Employment Law Firms, and featured our firm in its cover story.



Boucher Law, PC

www.Boucher.Law

MARC L. ZAFFERANO
Senior Counsel



ABOUT MARC

Marc is a seasoned and accomplished attorney with nearly four decades of experience in all aspects of municipal law for cities and special districts, as well as representing public and private employers in labor and employment law issues. Prior to joining our firm, Marc served as City Attorney for the cities of San Bruno and Belmont, Deputy City Attorney for the cities of San Carlos, Foster City and Woodside, and District Counsel for the West Bay Sanitary District and San Mateo County Harbor District.

In recognition of his professional contributions, Marc was elected Chair of the League of California Cities Emergency Services Committee and served on Legal Advocacy Committee, and he was also elected President of a 26-member self-insurance JPA for five consecutive years. Marc has delivered papers about a wide variety of municipal law topics at various conferences and webinars for the International Municipal Lawyers Association, League of California Cities, California Association of Joint Powers Authorities, and National Association of Administrative Law Judges.

Municipal Law

As a former City Attorney and General Counsel for a number of California cities and special districts, Marc is well versed in a broad range of municipal law issues, including: Brown Act and open meetings law compliance, conflicts of interest, business licensing, code enforcement, elections and redistricting, CEQA compliance, land use, real estate, planning and zoning (including General plan and specific plan adoption, amendment, and implementation and the Subdivision Map Act), government policy and public integrity, Joint Powers Authorities (JPAs), public finance, contracts and bidding, Public Records Act, public safety, records retention and destruction, subpoenas, telecommunications, and trial and appellate advocacy.

As San Bruno's city attorney, Marc managed the legal aspects of the city's recovery from the September 2010 PG&E gas pipeline explosion, including recovery from PG&E to rebuild and improve public infrastructure in affected neighborhood, provide compensation to the City, and fund future fire mitigation. He created and launched the San Bruno Community Foundation, a public entity nonprofit, to manage expenditure of settlement funds received from PG&E, resulting in over \$56 million in community grants, strategic initiatives, and college scholarships that directly benefit City residents, including funding a new aquatic and recreation center.



Northern California
2081 Center St.
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His other accomplishments as City Attorney for San Bruno and Belmont include revising the City's Municipal Code for consistency with state statutory and case law, directing and managing legal work for dozens of major residential and commercial developments, bringing successful development, tax, open space, and other initiative measures to ballot, and negotiating complex franchise agreements for garbage and cable services.

Litigation Experience

Marc is experienced in municipal and general litigation including torts, employment law, probate, real estate, contracts, writs and appeals. As City Attorney, Marc has obtained a 100% litigation success record in City writ cases and appeals, and represented the City in a published case, *San Bruno Committee for Economic Justice v. City of San Bruno*, holding that City's sale of property for commercial use is not subject to referendum. Marc has successfully litigated cases at trial and on appeal involving First Amendment claims, employee discrimination, and breach of commercial lease, and won inverse condemnation and writ cases at trial and on appeal. He has tried to verdict over a dozen jury and non-jury cases, and established a 100% success record for public entity trials, appeals, and Law and Motion matters over a 10-year period.

Between 1998 – 2011, Marc also served as Judge Pro Tempore and arbitrator for the San Mateo County Municipal and Superior Court.

Workplace Investigations

As an experienced workplace investigator, Marc has conducted investigations related to workplace misconduct, sexual harassment, race discrimination, retaliation, sexual orientation harassment, theft, fraud, favoritism, misconduct, and abusive conduct.

Education & Professional Affiliations

Marc graduated with a Bachelor of Arts degree with Distinction from Stanford University. He received his legal education from the Hastings College of the Law. Marc is a member of the California State Bar Association and San Mateo County Bar Association.

Firm Recognition

We are honored that, in 2022, Manage HR Magazine named Boucher Law as America's Top 10 Emerging Employment Law Firms, and featured our firm in its cover story. In 2023, Boucher Law was named "5 Best Employment Law Firms in America" by CIO Bulletin, and "30 Fastest Growing Private Companies to Watch" By The Silicon Review.

SHUTE MIHALY & WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

RENÉ ALEJANDRO ORTEGA
Attorney
rortega@smwlaw.com

November 29, 2023

Mayor Bruce Delgado and Members
of the Marina City Council
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Re: Legal Retainer Agreement

Dear Mayor Delgado and City Council:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP (“Firm”) will provide legal services to the City of Marina (“Client”) as described below. If you agree to the terms of this retainer agreement (“Agreement”), please sign a copy of this letter and return it to me at your earliest convenience. Please retain a fully-executed copy for your files.

1. Legal Services to Be Provided

The Firm is retained to serve as City Attorney for the City of Marina as set forth herein.

The primary City Attorney responsible for representing the City will be Firm Partner René Alejandro Ortega. René will attend and provide advice at City Council meetings. René will hold office hours at City Hall, 211 Hillcrest Avenue, Marina, two times per month for approximately four (4) hours per day. Office hours will be determined in consultation with the City Manager with notice provided accordingly, and are anticipated to include attendance at executive team meetings. Hours on-site will be made known to all members of the City Council and to all Department heads so as to facilitate informal direct access to legal counsel as necessary. Only time devoted to City of Marina matters during office hours will be billed to the City of Marina.

Firm Partner Joseph “Seph” Petta will attend City Council and executive team meetings if René is unavailable. René and/or Seph will attend City Commission and Committee meetings upon request. Other members of the Firm may provide services to the City as directed by René.

Mayor and City Council
December 19, 2023
Page 2

A. The Firm will perform all functions of the City Attorney, including, but not be limited to, the following services:

1. Representation of and advice to the City Council, Committees and Commissions, and all City officials in legal matters of municipal government;
2. Prepare or review ordinances, resolutions, leases, contracts, staff reports, or other documents, as requested by the City;
3. Prepare or review all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the Council, boards, commissions or officers, as requested by the City;
4. Review Public Record Act requests and assist in responses, as necessary;
5. Available to assist with (a) personnel issues (excluding collective bargaining) in coordination with outside employment law counsel, and (b) general liability claims and litigation in coordination with outside insurance legal counsel;
6. Provide trainings as needed, such as on the Brown Act and Public Records Act;
7. Render legal advice to members of the City Council and to the City Manager, executive staff and employees with respect to City matters. This advice will include, but not be limited to, issues related to the Brown Act, conflict of interest law, real estate transactions, due process requirements, the Permit Streamlining Act, California Environmental Quality Act, state Planning and Zoning law, the Mitigation Fee Act, election law, assessment districts, and constitutional restrictions on fees and taxes;
8. Provide advice regarding all claims and complaints by or against the City;
9. Represent the City in litigation, arbitration, mediation, code enforcement, and administrative proceedings before other agencies. If litigation is being handled by outside legal counsel, manage and coordinate with outside legal counsel;

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December 19, 2023
Page 3

10. Negotiate and/or render advice with respect to negotiations pertaining to City contracts, real estate transactions, and memoranda of understanding; and

11. Generally oversee and manage the City's legal affairs and endeavor to insure that its policies, programs, and activities are carried out in compliance with all applicable law.

The Firm will provide these services in a timely manner. It will work closely with the City Manager and be available for consultation with staff. The Firm will promptly respond to staff and City Council members.

B. If the Firm determines that the best interests of the City would be served by retaining outside counsel to represent the City on a particular matter, the Firm shall inform the City and request authorization to retain such outside counsel. Specifically, the Firm's duties under this Agreement do not include the following services, which the Firm expects will be primarily handled by outside legal counsel:

1. Administration and legal representation of workers' compensation claims and litigation, except for general legal advice in the area of workers' compensation and review of recommended settlements;

2. Negotiation and interpretation of M.O.U.'s with represented employees, disciplinary proceedings, and other matters related to labor and employment law, except to provide general legal advice on personnel matters related to the City's rules and regulations, and to review the recommendations of outside counsel;

3. Legal services related to the issuance of municipal bonds;

4. Legal services related to liability claims and litigation tendered to the City's insurer, except to provide general legal advice on matters related to the City's processing of such claims and tenders, and to review the recommendations of outside counsel; and

5. Those matters, if any, as described in Section 7 below.

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City of Marina
December 19, 2023
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C. Insurance. The Firm agrees to maintain insurance in the following amounts:

1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.
3. Worker's Compensation insurance as required by the laws of the State of California.
4. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide, or a California approved Surplus Lines carrier (e.g., Lloyd's of London).

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows: \$330 blended attorney rate for services described above. No later than December 13, 2024, Client and Firm will meet to review their performance and discuss the hourly billing data for 2024 and consider whether to change the billing rate to an agreed upon retainer. In the event the Firm represents the City in litigation matters, the Firm's billing rates would be as follows:

Timekeeper	Litigation
<i>Partner</i>	\$400
<i>Associate III</i>	\$370
<i>Associate II</i>	\$355
<i>Associate I</i>	\$335

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 City of Marina
 December 19, 2023
 Page 5

<i>Planner</i>	\$335
<i>Paralegal</i>	\$255
<i>Law Clerk</i>	\$200

The Associate I category may include law school graduates who have not yet been admitted to a State Bar. Some Firm attorneys are only licensed to practice in states other than California; bar information for each attorney is available on the Firm's website (www.smwlaw.com).

Fees will be charged in increments of one-tenth of an hour.

The Firm will annually increase these billing rates consistent with any annual increase in the Consumer Price Index (October over October time period) for All Urban Consumers (not seasonally adjusted) San Francisco-Oakland-Hayward area (1982-1984 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor, rounded to the nearest whole \$1. The Firm will implement the increase each year on January 1st beginning in 2025 or as soon thereafter as the CPI information is published. The Firm may otherwise increase these rates periodically to reflect the advancing experience, capability, and seniority of Firm members as well as general economic factors. If Client declines to pay for the Firm's services at any increased rates, the Firm will have the right to withdraw as Client's attorneys.

The Firm will bear all expenses related to support staff, general overhead, continuing legal education, and attendance at public agency-law functions.

Client will also reimburse Firm for costs incurred in the course of representation, including filing fees, fees fixed by law or assessed by public agencies, messenger and overnight delivery services, postage, photocopying, and charges for electronic legal research.

Travel: In the event of out of town travel (unrelated to travel to City of Marina, which will be billed as provided below), Client agrees to pay all transportation costs, lodging, parking, and meals, as well as the hourly rates for attorney travel time. For travel from Firm's office to the City of Marina for attendance at executive team meetings and City Council meetings, the Firm will bill one ½ hour of travel time at the agreed-upon rate above. Firm will not bill Client for hotel costs related to City Council and City meeting days.

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The Firm will provide detailed monthly billing statements for fees and costs incurred. Client agrees to pay the Firm's billed fees and costs within thirty days following billing.

3. Authorized Representative of Client

The City Council as a whole shall direct the Firm's provision of services under this Agreement. Client designates its City Manager as the authorized representative to direct the Firm and to be the primary person to communicate with the Firm regarding the subject matter of this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representative of Client. Unless directed otherwise by Client, all correspondence and bills will be directed to the designated authorized representative.

4. Conclusion of Services, Discharge, and Withdrawal

Unless otherwise agreed in writing, our representation of Client under this Agreement will automatically terminate at the time we complete the legal services we have agreed to perform.

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical.

At such time as the Firm's services conclude, all unpaid fees and costs will immediately become due and payable.

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City of Marina
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5. Client File

After the Firm's services conclude, the Firm will, upon Client's request, deliver to Client the file for this matter with the exception of attorney notes, correspondence, or memoranda not previously sent to Client if such material constitute attorney work product. Client agrees to pay copying and delivery costs as well as the reasonable hourly rates associated with locating, preparing, and transmitting the file (whether in paper or electronic form).

If Client does not request the file for this matter at the conclusion of representation, the Firm will retain the file for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client.

6. No Guarantee

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

7. Conflicts Waiver and Consent

Please be advised that our Firm represents public agencies, private organizations, and individuals in a range of matters throughout California and on energy law matters throughout the United States. Accordingly, it is agreed, and Client hereby consents, that our attorney-client relationship with Client in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent Client, except if and to the extent absolutely non-waivable as required by the Rules of Professional Conduct.

Except as described herein, the Firm does not believe it had, and shall not acquire, any interest not disclosed to Client that creates a legal conflict with its performance of services under this Agreement, unless the City consents in writing to such conflict.

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Page 8

8. Electronic Communication Tools and Devices

In order to maximize efficiency and responsiveness in representing Client and preserve natural resources, we intend to use electronic communications tools and devices (such as email, electronic transfer and storage of documents, cellular telephones, and “smart phones”) to a significant extent during our representation. The use of such devices under current technology may place Client’s confidential information and privileges at risk. However, we believe the effectiveness and efficiency involved in use of these devices outweighs the risk of accidental disclosure, malicious access, or corruption or loss. By executing this Agreement, Client acknowledges Client’s consent to the use of these tools and devices without any encryption or other special protections or backups.

9. Execution of Agreement

If this Agreement is satisfactory, please execute a copy and return it to me. This Agreement will be effective when it is signed by you. However, this Agreement will apply to any services we may provide in connection with the engagement before the execution date.

The undersigned represents and warrants that it is authorized to execute this Agreement and bind Client to its terms and conditions.

Unless otherwise prohibited by law, the Firm and Client agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

We look forward to serving as City Attorney for the City of Marina.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

RENÉ ALEJANDRO ORTEGA

Mayor and City Council
City of Marina
December 19, 2023
Page 9

ACCEPTED AND AGREED:

City of Marina

Name: _____

Title: _____

Date: _____

December 15, 2023

Item No. **13h**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL TO RECEIVE CITY GENERAL FACILITY BONDS
UPDATE AND PROVIDE FURTHER DIRECTION**

REQUEST:

It is recommended that the City Council:

1. Receive presentation from Team CivX regarding a proposed City General Facility Bond measure and receive direction from Council.

ANALYSIS:

Attached are the following materials to be presented by Charles Heath of Team CivX:

(EXHIBIT A) is a PowerPoint explaining the nature of the proposed bond measure; **(EXHIBIT B)** and **(EXHIBIT C)** are draft copies of the fact sheet and mailer that will be distributed to Marina residents once feedback and direction is approved and finalized by Council.

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONUR:

Layne Long
City Manager
City of Marina



Vision 50

Planning for a Stronger & Safer Marina

New Opportunities & Challenges

- The City at almost 50 years old is at a crossroads.
- While development of new homes and businesses is **growing rapidly** in the former Fort Ord area, resulting in many parks and new facilities, the City's core facilities and other infrastructure have **critical unmet needs that must be addressed.**



Aging Public Safety & Facilities

- Marina's population has more than **doubled** in the past 50 years
 - Larger population relies on:
 - **Fire stations, police stations, and city facilities** - built for a much smaller city
 - City is operated from **portable buildings**
 - Originally envisioned as a **temporary solution**



Maintaining Rapid 9-1-1 Emergency Response



- In the last 8 years, 9-1-1 calls to the Marina Fire Department have increased by over 50%
 - ~80% of 9-1-1 calls are for medical emergencies requiring the quick response of an EMT from a local fire station
- Because Marina's aging fire stations were built for a much smaller population, they are not located near many Marina residents and delay response times
- Average response time of 8-10 minutes
 - National Standard is 5 minutes



Critical City Services Impacted

EXHIBIT A

- Programs & services operating in **outdating, aging facilities**:
 - Emergency planning & operations
 - Disaster preparedness
 - Law Enforcement
 - Programs for children, youth, and seniors
- Aging facilities pose **hazards to city operations**
- Hinder employees' ability to **serve residents and provide emergency services**



Making the Most of What We Have



EXHIBIT A

- Fort Ord Army Base Closure
 - Marina inherited **53,000 square feet** of indoor recreation & swimming facilities
 - Currently **unsafe & dilapidated**
- With renovations, Fort Ord facilities could be **exciting recreational spaces** for residents
 - Without renovations, they will likely need to be **demolished**

Planning for the Future



EXHIBIT A

- Renovations proposed for Fort Ord facilities could include a **new sports complex and aquatic center**
- New facilities for **firefighters, emergency operations, city program administration & services** could be located next to the Marina Library

How is Marina planning to address these issues?

EXHIBIT A

The City is developing plans for safe and modern facilities to:

- **Provide** safe, modern, and up-to-date fire and police stations located close to key population centers, ensuring rapid 9-1-1 response to emergencies
- **Replace** outdated and failing city facilities with seismically safe facilities for emergency operations, disaster preparedness, and other city programs and operations
- **Renovate** existing unused city facilities to provide year-round recreation, swimming, and other safe activities for children, teens, families, and seniors



How is Marina planning to address these issues?

The only realistic mechanism available to build city facilities is through issuing a **general obligation bond measure**, which must be approved by the citizens of Marina.

Fiscal Accountability



If approved, funds from the local funding measure would be subject to strict fiscal accountability protections:

- **Required** disclosure of all spending
- An **independent oversight committee** and mandatory annual audits
- A requirement that **all funds must stay local** to improve facilities in Marina only

Share Your Ideas and Priorities!

We want your feedback!
To learn more and share your
feedback, please visit:
CityofMarina.org/Vision50Survey



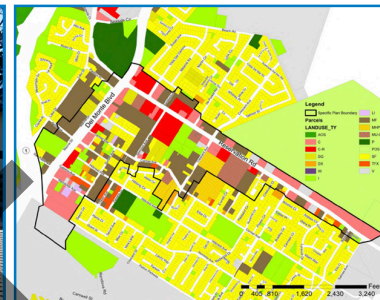


Vision 50 Planning for a Stronger and Safer Marina

In 2025 Marina will celebrate its 50th anniversary of becoming a city. As we look ahead to the next 50 years and plan for a stronger and safer future for local residents, your input is needed.

New Opportunities and New Challenges

Thanks to careful budgeting, state and federal grant funding and revenue from new development, Marina is opening new parks, upgrading playgrounds and embarking on an exciting revitalization of the downtown area. However, much of this funding is restricted for specific uses leaving other critical needs unmet.



Marina is opening new parks and planning for a revitalized downtown.

Aging Public Safety and City Facilities

When the City of Marina incorporated in 1975, the population was approximately 10,000. The current population exceeds 23,000 and yet the city still relies on the fire stations, police station and city facilities that were built for a much smaller city. In fact, the city is operated from portable buildings that are as old as the city itself; these were originally envisioned as temporary when first installed and have far exceeded their intended lifespan.



City facilities were built over 40 years ago for temporary use. Structures are decaying and plastic tarps are used to prevent roof leaks.

Maintaining Rapid 9-1-1 Emergency Response

Over the last 8 years, 9-1-1 calls to the Marina Fire Department have increased by more than 50% and approximately 80% of those calls were for medical emergencies requiring the quick response of a paramedic responding from a local fire station. Because Marina's aging fire stations were built for a much smaller population, they are not located near many Marina residents, resulting in average response times of eight to ten minutes while the national standard for rapid

emergency response times is five minutes. In the event of a heart attack, stroke, accident or other emergency, seconds can be the difference between life and death.

Critical City Services Impacted

Emergency planning, operations, disaster preparedness, law enforcement, and programs and services for children, youth and seniors are operated in outdated and aging facilities. In the event of a critical incident, such as a major earthquake, many facilities are not seismically safe and may not remain operational. Aging facilities pose hazards to city operations and may hinder the ability of city employees to serve local residents and city emergency operations safely and efficiently.



Marina's public safety facilities were built to protect a much smaller city, resulting in slower emergency response times.



Aging city facilities need significant repairs or replacement to remain safe and functioning.



Vision 50 Planning for a Stronger and Safer Marina

Making the Most of What We Have

When the Fort Ord Army Base closed thirty years ago, Marina inherited 53,000-square feet of indoor recreation and swimming facilities once used by the military. While unsafe and dilapidated in their current state, with significant renovations these facilities can be re-imagined into functional facilities that could offer exciting recreational opportunities for local residents of all ages. Without renovation, these facilities will likely need to be demolished.



This rendering shows how the aging and dilapidated facilities could become modern, indoor recreation space for Marina residents of all ages.



Recreation and aquatics facilities inherited from Fort Ord must be upgraded or demolished.

Planning for the Future

As it continues its forward momentum, The City of Marina is developing plans to maintain rapid 9-1-1 emergency response times, ensure city facilities remain functional and operational and provide quality city programs and services to residents. The cost to upgrade Marina's aging facilities is beyond what the City's current budget can support and voters may need to consider a local ballot measure to fund high priority improvements, including:

- **Provide** safe, modern and up-to-date fire and police stations located close to key population centers to ensure rapid 9-1-1 response to emergencies
- **Replace** outdated and failing city facilities with seismically safe facilities for emergency operations, disaster preparedness, and other city programs and operations
- **Renovate** existing unused city facilities to provide year-round recreation, swimming and other safe activities for children, teens, families and seniors



New city facilities for firefighters, 9-1-1 response, emergency operations, administration of city programs and services could be located next to the Marina Library.

Share Your Ideas and Priorities for Upgrading City Facilities!

The City of Marina is excited to celebrate a landmark 50 years of cityhood and welcome all to contribute to the City's vision for the next 50 years and beyond. Please share your ideas, priorities and questions to help shape the future of Marina.

- Please visit CityofMarina.org/Vision50Survey to complete a short survey
- If you have questions, please contact vision50@cityofmarina.org or (831) 884-1211
- Visit CityofMarina.org/Vision50 for more information





City of Marina
211 Hillcrest Avenue
Marina, CA 93933

XXX
XXXXX
XXX
XXX

EXHIBIT C

Stronger and Safer Marina: Questions & Answers

What challenges is the City of Marina facing?

Marina's population has more than doubled since the City incorporated in 1975, yet we still rely on the same fire stations, police station and city facilities that were built for a much smaller population. These aging facilities are impacting Marina's ability to maintain rapid emergency response times, disaster and emergency preparedness and other city services that are essential for keeping Marina residents safe.

How is the City planning to address these issues?

The City has developed plans for safe and modern facilities to:

- ◆ Ensure firefighters, paramedics and police officers can respond quickly in a disaster or emergency
- ◆ Improve 9-1-1 emergency response times to medical emergencies, fires and accidents
- ◆ Provide seismically safe facilities for emergency operations, disaster preparedness and other city operations
- ◆ Provide a community center and aquatics center for children, teens, families and seniors to safely access city programs and services

How might these improvements be funded?

The City Council is considering placing a local funding measure on the ballot for local voters to consider. If approved, funds from a local funding measure would be subject to strict fiscal accountability protections, including:

- ◆ Required public disclosure of all spending
- ◆ An independent oversight committee and mandatory annual audits
- ◆ A requirement that all funds must stay local to improve facilities in Marina only



 **Share Your
Ideas and Priorities!**

The City of Marina is excited to celebrate a landmark 50 years of cityhood and welcome all to contribute to the City's vision for the next 50 years and beyond. Please share your ideas, priorities and questions to help shape the future of Marina.

- ◆ Please visit CityofMarina.org/Vision50Survey to complete a short survey
- ◆ If you have questions, please contact vision50@cityofmarina.org or (831) 884-1211
- ◆ Visit CityofMarina.org/Vision50 for more information



VISION 50



VISION 50

A STRONGER AND SAFER FUTURE FOR MARINA



**Upgrading Aging Essential
City Facilities**



Dear Neighbor,

I am honored to have served as Marina's City Manager for the past 10 years. We are fortunate to have a beautiful coastal community with an excellent quality of life and safe neighborhoods. I'm writing today about an urgent issue we must address to keep Marina safe.

When the City of Marina incorporated in 1975, the population was approximately 10,000. The current population exceeds 23,000 and yet the city still relies on the fire stations, police station and city facilities that were built for a much smaller city. In fact, the city is operated from portable

buildings that are over 45 years old and were intended to be temporary when they were installed. Aging city facilities are impacting Marina's ability to maintain rapid 9-1-1 emergency response times, disaster and emergency preparedness and other city services that are essential for keeping Marina residents safe.

Maintaining Rapid 9-1-1 Emergency Response

Over the last 8 years, 9-1-1 calls to the Marina Fire Department have increased by more than 50% with a majority of these calls requiring an Emergency Medical Technician from a local fire station. Marina's aging fire stations were built for a much smaller population, are not located near Marina residents' homes, resulting in average response times of eight to ten minutes while the national standard for rapid emergency response times is five minutes. In the event of a life threatening emergency, seconds can be the difference between life and death.

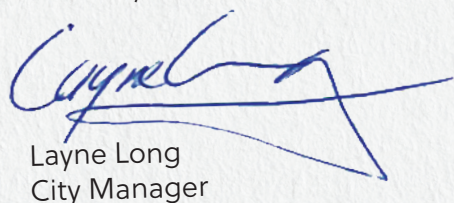
Aging Public Safety and City Facilities

Emergency planning, operations, disaster preparedness, law enforcement and other vital services currently occur in outdated and failing facilities. The temporary modular buildings, which we have been using for 45 years, have a service life of 25-30 years. City facilities may pose future risks to City services and the accessibility to all residents.

The City has developed plans for safe and modern facilities but the cost to make these upgrades is beyond what the City's current budget can support. The City Council is considering placing a funding measure on the ballot for local voters to consider which would provide funding to make Marina safer.

Enclosed is more information about the City's planning for safe and modern city facilities. As part of this planning process, please share your ideas and ask questions. Please email vision50@cityofmarina.org, call (831) 884-1211, or visit CityofMarina.org for more information.

Sincerely,

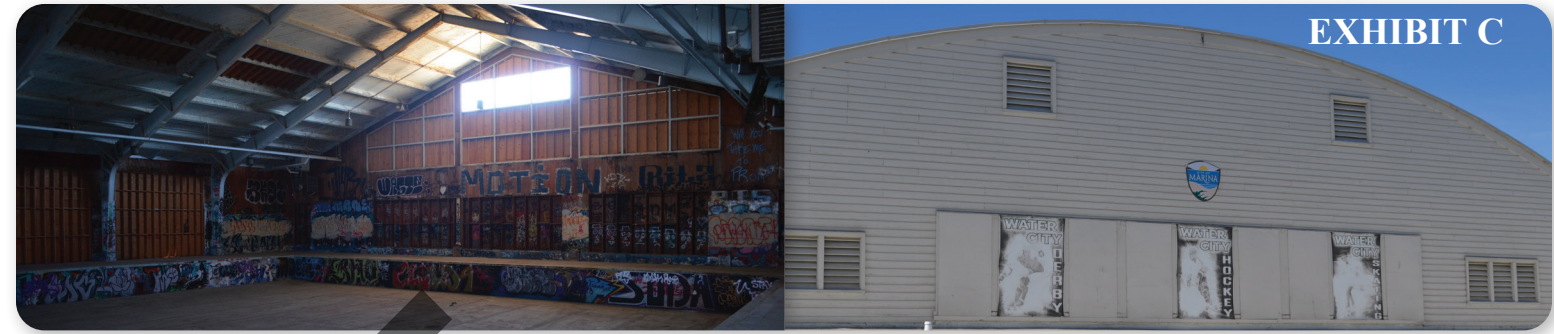

Layne Long
City Manager



VISION 50



Aging city facilities need significant repairs or replacement to remain safe and functioning.



Recreation and aquatic facilities inherited from Fort Ord must be upgraded or demolished



This rendering shows how the aging and dilapidated facilities could become modern, indoor recreation space for Marina residents of all ages.

Making the Most of What We Have

When the Fort Ord Army Base closed thirty years ago, Marina inherited 53,000-square feet of indoor recreation and swimming facilities. Former Water City Roller Rink was also forced to close due to safety and code issues. While unsafe and dilapidated in their current state, with significant renovations these facilities can be re-imagined into functional facilities that could offer exciting local recreational opportunities for residents.

Planning for the Future

As it continues its forward momentum, the City of Marina is developing plans to maintain rapid 9-1-1 emergency response times, ensure city facilities remain functional and operational and provide quality city programs and services to residents. A local ballot measure could fund high priority improvements, including:

- ◆ Providing safe, modern and updated fire and police stations located close to key population centers to ensure rapid emergency services
- ◆ Replacing outdated and structures city facilities with seismically safe facilities for emergency operations, disaster preparedness, and additional programs and operations
- ◆ Renovating existing unused city facilities to provide year-round recreation, swimming and other safe activities for residents



Marina's public safety facilities were built to protect a much smaller city, resulting in slower emergency response times.

Locally Controlled Funding for a Safer Marina

The City Council is considering placing a local funding measure on the ballot for local voters to consider. If approved, funds from the measure would be subject to strict fiscal accountability protections, including:

- \$ Required public disclosure of all spending
- ✓ An independent oversight committee and mandatory annual audits
- 📍 A requirement that all funds must stay local to improve facilities in Marina only

December 11, 2023

Item No. 13j

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 19, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
AUTHORIZING AMENDMENT TO THE STAFFING ALLOCATION PLAN
ADDING TWO DIVISION FIRE CHIEF POSITIONS AND THREE FIREFIGHTER
POSITIONS AND AUTHORIZE STAFF TO APPLY FOR A 2023 SAFER GRANT
FOR TWO FIREFIGHTER POSITIONS.**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No: 2023- amending the Staffing Allocation Plan to add two (2) Division Fire Chief positions and three (3) Firefighter positions, and;
2. Authorize staff to apply for a 2023 SAFER grant application to fill two additional firefighter positions, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries to fund two (2) Division Fire Chief positions and one (1) Firefighter position.

BACKGROUND:

In 2020, Emergency Services Consulting International (ESCI) conducted a comprehensive Standards of Cover and Deployment analysis for the Marina Fire Department. The ESCI study analyzed the community and the associated risk. The Study identified the need for two staffed engine companies, one station to cover the south end of the city and one to cover the north with overlapping coverage throughout central Marina.

In 2021, City Gate Associates conducted a Fire Station Location Study in conjunction with the City of Seaside to explore the possibility of a joint station to serve both Cities. The study identified the need for a second staffed Marina Fire station being that a joint station would not provide the necessary coverage for the City of Marina.

The Marina Fire department operates on a three-shift schedule to provide coverage twenty-four hours a day, seven days a week. These shifts consist of three personnel at Station One and two personnel at Station Two. Staffing at Station One is sufficient for a “fully staffed engine company” while the limited staffing at Station Two constitutes “staffing for a squad”. This staffing model does not allow the Marina Fire Department to meet the OSHA Respiratory standard 29 CFR 1910.134 until automatic aid or mutual aid is received. In addition, the staffing is needed to help meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720.

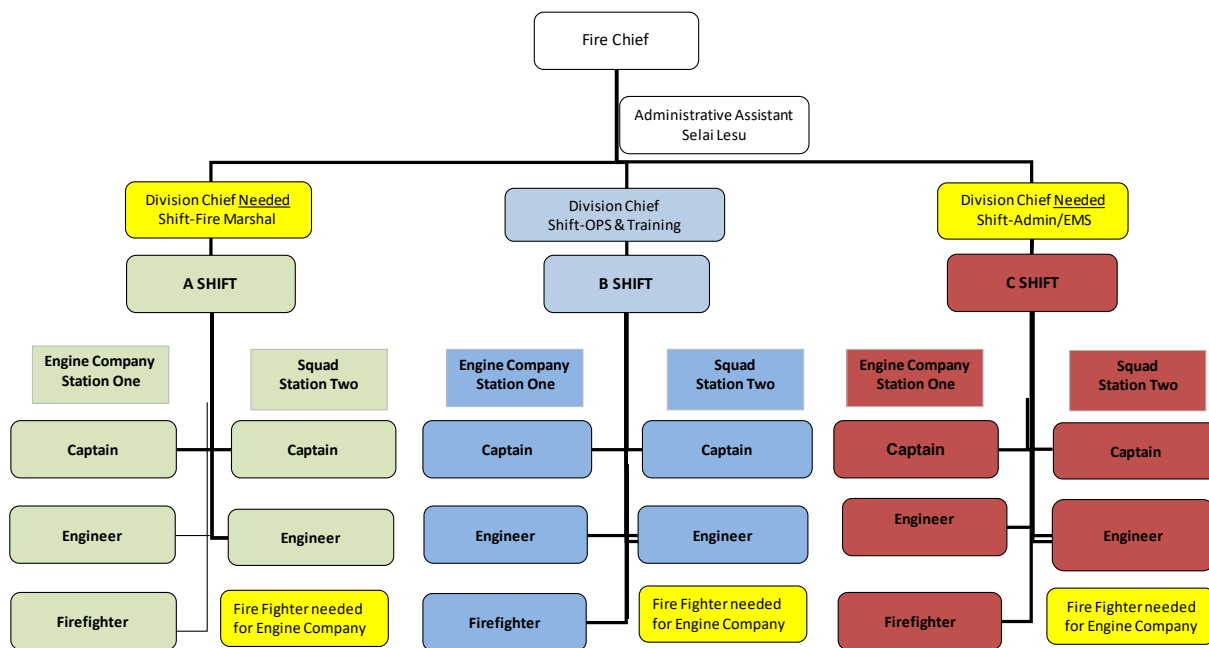
ANALYSIS:

To provide adequate protection from fire and fire-related hazards, fire departments depend on adequate staffing and deployment capabilities to respond to emergencies effectively and safely. With adequate staffing levels, the citizens and residents of our community will experience a reduction in response times and trained personnel assembled at the incident scene.

Over the years the Fire Department has experienced a steady increase in calls for service. Over the past 10 years the calls for service have increased 72% and have doubled since 2008. As development comes to fruition the calls for service will only increase more rapidly. The Department has also experienced a steady increase in overlapping calls (calls in which an engine company is committed, and a second call comes in.) As the call volume increases, so does the number of our overlapping calls increase at an exponential rate. In the last 10 years we have seen a 305% increase in the number of overlapping calls.

The statistical data shows the yearly increase in calls for service and the correlating extended response times. The standard response times for a medical aid is 5 minutes and 5 minutes and 20 seconds for a fire. We are also experiencing an increased demand for Inspections, Prevention Activities, Community Safety, School Education and Safety, Community Risk Reduction, Pre-Fire Planning, Training and Maintenance. Consequently, these are areas where we are falling behind.

The requested positions are shown in yellow on the organizational chart below.



The proposed positions would help fill gaps in our Fire department's ability to provide essential services. The three firefighters would staff the 2nd engine company which will provide the city with two fully staffed engine companies. The two additional Division Chief positions will fill the needed emergency response and shift supervision duties along with necessary administrative roles to include a dedicated Fire Marshal and EMS/Administrative Chief.

Successful delivery of fire protection services involves two major elements, Fire Prevention and Fire Suppression. Fire prevention can be defined as those “pre-fire activities that reduce the probability of fires occurring and help limit the loss of property and life in the fires that do occur.” Fire prevention is vital to protecting the community and to help prevent loss of lives. Fire Suppression with proper staffing allows Firefighters to provide proper lifesaving services and engage in fire suppression efforts to extinguish fires with a minimum loss of life, damage to the environment and to minimize property damage.

Adding the two (2) Division Fire Chief positions and three (3) Firefighter positions is necessary to support our Fire Suppression and Fire Prevention efforts. The increased staffing will support our deployment capabilities so that when we respond to emergencies, our communities have adequate protection from Fire, Fire related hazards and to provide Lifesaving services.

In the adopted two year budget for fiscal years 2023/24 and 2024/25 the City Council approved the submission of a SAFER grant for two Division Fire Chief positions and three Firefighter positions. Unfortunately, the City did not receive the grant.

Financial Analysis

The cost to fund a Division Fire Chief is approximately \$230,000 annually. The cost to fund a Firefighter position is \$130,000 annually. The total for all five positions is approximately \$850,000 annually. Council has already approved \$200,000 in the current budget for these positions, so the actual cost is \$650,000 annually.

Staff is proposing that the Council approve funding for two Division Fire Chief positions and one Firefighter position. Staff will submit a SAFER grant to fund the additional two Firefighter positions. If the city does not receive the SAFER grant, staff will come back to the Council after the mid budget cycle review with a proposal to authorize funding for the remaining two Firefighter positions. Even though the City did not receive the SAFER grant last year, staff is strategically proposing a small amount with the hope of getting funded. This grant could save the city up to \$780,000.

The current budget is structurally balanced (ongoing revenues exceed ongoing expenditures). Net revenues exceed expenditures by \$294,418 for FY 2023/24 and by \$471,310 for FY 2024/25. Funding the two Division Fire Chief and one Firefighter positions will make the budget potentially structurally imbalanced. Staff anticipates at our mid-cycle budget review that revenues will increase and this can possibly help offset the additional expenditure increase from these positions.

In the current fiscal year budget, there is \$3.9 million in unallocated one-time funds. Typically, these should only be used to fund one-time expenditures. However, the council can direct these funds to fund the ongoing expenditures for these positions for the next couple years. The city is funding \$2.5 million annually in ongoing revenues to fund the current litigation with the protection of the city’s groundwater aquifer. We anticipate this litigation to start resolving in the 2024/25 budget year which will free up these funds for ongoing expenditures which can be used to fund the firefighter positions.

FISCAL IMPACT:

The annual cost impacts are:

Two Division Fire Chiefs \$460,000

One Firefighter \$130,000

Total \$590,000

Less \$200,000

Net impact \$390,000

Unallocated Fund balance \$3.9 million

Less \$390,000 each year

Remaining unallocated Fund Balance \$3.12 million

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 P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING AMENDING THE STAFFING ALLOCATION PLAN ADDING TWO DIVISION FIRE CHIEF POSITIONS AND THREE FIREFIGHTER POSITIONS AND AUTHORIZE STAFF TO APPLY FOR A 2023 SAFER GRANT FOR TWO FIREFIGHTER POSITIONS.

WHEREAS, the City of Marina has a critical staffing shortage necessary to provide basic fire protection services, and;

WHEREAS, the hiring the five additional Firefighters is necessary to assist with staffing and deployment capabilities in order to respond to emergencies, assuring that our communities have adequate protection from fire and fire related hazards, and;

WHEREAS, the staffing will assist our departments efforts to meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720, as well as OSHA Respiratory standard 29 CFR 1910.134(g)(4)(ii), and;

WHEREAS, the fire department is requesting that Staffing Allocation Plan be amended to add two additional Division Fire Chief and 3 additional Firefighter positions, and;

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

1. Adopt Resolution No: 2023- amending the Staffing Allocation Plan to add two (2) Division Fire Chief positions and three (3) Firefighter positions, and;
2. Authorize staff to apply for a 2023 SAFER grant application to fill two additional firefighter positions, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries to fund two (2) Division Fire Chief positions and one (1) Firefighter position.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk