AMENDED PACKET



AGENDA

Tuesday, April 16, 2024

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.





- 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)

 Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:
- 4. CLOSED SESSION:
 - a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)) 3 cases:
 - (1) City of Marina, et al. vs. Nemeth, Karla, et al., Monterey County Superior Court Case No. 19CV005270.
 - (2) California-American Water Company v. All Persons Interested in the Validity of the City of Marina et al., Monterey County Superior Court Case No. 20CV002436.
 - (3) City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan, Monterey County Superior Court Case No. 21CV000493.
 - b. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: 3005 Max Circle, Marina, CA

Negotiating Party: Monterey County Assessor/Blankenship

Negotiator(s): City Manager Terms: Price and Terms

c. Public Employment Appointment (§54957) Position: City Attorney

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

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

- 6. SPECIAL PRESENTATIONS:
 - a. Proclamations
 - i. Small Business Week
 - ii. Cathy Meachum
 - iii. Ed Meachum
 - b. Presentation on MPUSD Improvements, PK Diffenbaugh
- 7. COUNCIL AND STAFF ANNOUNCEMENTS:
- 8. PUBLIC COMMENT: Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.
- 9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.
- 10. <u>CONSENT AGENDA:</u> 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 104291-104389, totaling \$741,190.20. Accounts Payable Successor Agency Check Number 122 and EFT 96, totaling \$1,925.12.
 - b. MINUTES: (Not a Project under CEQA per Article 20, Section 15378)
 - (1) April 2, 2024, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None

- f. ADOPTION OF RESOLUTIONS: (Not a Project under CEQA per Article 20, Section 15378)
 - (1) Adopting Resolution No. 2024-, approving the grant of funds from the State Coastal Conservancy for Monterey Bay Coastal Trail Fort Ord Dunes State Park access improvements. (Not a Project under CEQA per Article 20, Section 15378)
 - (2) Adopting Resolution No. 2024-, objecting to the proposes sale of a tax-defaulted property in the City of Marina, finding the acquisition such property is exempt from the California Environmental Quality Act (CEQA), and authorizing the City Manager to execute an application to purchase tax-defaulted property from the County of Monterey [APN 032-411-063-000]. (Not a Project under CEOA per Article 20, Section 15378
 - (3) Adopting Resolution No. 2024-, approving a waiver of Conflict of Interest and Consent to Represent City of Marina and authorizing the city manager to execute the waiver. (Not a Project under CEQA per Article 20, Section 15378)
- g. <u>APPROVAL OF AGREEMENTS</u>: (Not a Project under CEQA per Article 20, Section 15378)
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. <u>REPORTS:</u> (RECEIVE AND FILE): None
- k. FUNDING & BUDGET MATTERS: None
- 1. APPROVE ORDINANCES (WAIVE SECOND READING):
- m. <u>APPROVE APPOINTMENTS</u>:
- 11. <u>PUBLIC HEARINGS:</u> 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. Consider introducing Ordinance No. 2024-, amending Marina Municipal Code (MMC) Section 17.62.090.A to change the term for Tree Committee members from one year to two years. This action is exempt from environmental review per § 15378 of the CEQA guidelines.
 - b. Consider introducing Ordinance No. 2024-, adding Chapter 8.70 (Public Nuisance), to the Marina Municipal Code based on findings and California Environmental Quality Act (CEQA) exemptions Sections 15060(c)(2) and 15061(b)(3) 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. <u>OTHER ACTION ITEMS:</u> Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.

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

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council reports on meetings and conferences attended (Gov't Code Section 53232).
 - (i) City Manager report on former Fort Ord area water allocation

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, April 12, 2024.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

Upcoming 2024 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency Regular Meetings: 5:00 p.m. Closed Session; 6:30 p.m. Regular Open Sessions

Tuesday, May 7, 2024	*Wednesday, September 4, 2024
Tuesday, May 21, 2024	Tuesday, September 17, 2024
Tuesday, June 4, 2024	Tuesday, October 1, 2024
Tuesday, June 18, 2024	Tuesday, October 15, 2024
Tuesday, July 2, 2024 Tuesday, July 16, 2024 (Cancelled)	***Wednesday, November 6, 2024 Tuesday, November 19, 2024
**Wednesday, August 7, 2023 Tuesday, August 20, 2024 (Cancelled)	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 General Election Day

CITY HALL 2024 HOLIDAYS (City Hall Closed)

Memorial Day	Monday, May 27, 2024
Independence Day (City Offices Closed)	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day (City Offices Closed)	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Thanksgiving Break	Friday, November 29, 2024
Winter Break Tuesday, Dec	ember 24, 2024-Friday, December 31, 2024

2024 COMMISSION DATES

Upcoming 2024 Meetings of Planning Commission 2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

April 25, 2024	July11, 2024	October 10, 2024
May 11, 2024	July 25, 2024	October 24, 2024
May 23, 2024	August 8, 2024	November 14, 2024
June 13, 2024	August 22, 2024	,
June 27, 2024	September 12, 2024 September 26, 2024	November 28, 2024 (Cancelled)
	_	December 12, 2024

Upcoming 2024 Meetings of Public Works Commission 3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

April 18, 2024	June 20, 2024	September 19, 2024
May 16, 2024	July 18, 2024	October 17, 2024
	August 15, 2024	November 21, 2024
		December 19, 2024

Upcoming 2024 Meetings of Recreation & Cultural Services Commission

1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

June 5, 2024

September 11, 2024

December 4, 2024

Upcoming 2024 Meetings of Marina Tree Committee 2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

April 13, 2024

July 13, 2024

October 12, 2024



Proclamation

Small Business Week

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Whereas, small businesses are the lifeblood of our community, contributing to its economic vitality, innovation, and character; and

Whereas, small Business Week provides an opportunity to recognize the hard work, dedication, and resilience of small business owners and entrepreneurs in Marina; and

Whereas, small businesses play a crucial role in job creation, providing employment opportunities and fostering economic growth within our city; and

Whereas, the City of Marina is committed to supporting and promoting the success of small businesses through initiatives that foster entrepreneurship, provide resources, and create a supportive business environment; and

Whereas, during Small Business Week, we celebrate the contributions of small businesses to our community and encourage residents to shop locally and support these vital establishments.

Now, therefore, I, Bruce Delgado, Mayor of the City of Marina, California, do hereby proclaim the week of April 28 to May 4, 2024, as Small Business Week in Marina, and urge all residents to join me in recognizing and supporting our local small businesses.

Dated this 16TH day of April 2024



Bruce C. Delgado, Mayor



Proclamation

Cathy Meachum

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WHEREAS, Cathy Meachum has been employed with the City of Marina since January 2007.

WHEREAS, Cathy started working for the Recreation & Cultural Services Department as a Part Time Recreation Instructor and is now retiring as a Full Time Recreation Specialist.

WHEREAS, Cathy's work with the City of Marina has been primarily focused on working with teens at the Marina Teen Center and providing various programs such as Teen Breakfast Club, Teen Dances, and Friday Night Live.

WHEREAS, Cathy was instrumental in planning various skate jams and competitions held at the Marina Skate Park and Graduation Barbeques for the graduating class of Los Arboles Middle School and Marina High School.

WHEREAS, Cathy held relationships with various partners to provide added services for Teen Center members. The partnership with the Marina Foundation provides teens with daily after school snacks and The Marina Youth Arts Foundation provides weekly arts project.

WHEREAS, Cathy assisted in organizing a drive through food pick up system during the COVID pandemic, which assisted many families with food insecurity. Also, during the pandemic, Cathy provided childcare for essential workers.

NOW, THEREFORE, I, Mayor Bruce Delgado, on behalf of the entire City Council, want to express my appreciation and respect to Cathy Meachum for her commitment and contribution to the City of Marina for the last 17 years of service and wish her the very best in her future endeavors.

Dated this 16th day of April 2024



Bruce C. Delgado, Mayor



Proclamation

Ed Meachum

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WHEREAS, Edward Meachum has served as the a public servant with the City of Marina in Public Safety and in the Public Works Department.

WHEREAS, Ed started his professional career in the Marine Corps, when Ed left the Marines he began his professional career with the City of Marina in Public Safety where Fire and Law Enforcement were combined as one.

WHEREAS, Ed was self-employed before returning to the City of Marina in Public Works Department, working in maintenance and learning new aspects from capital projects, park maintenance and with responsibility for design and construction of the city's capital improvement programs.

WHEREAS, after a maintenance worker, Ed moved up to Crew Section Lead in 1999 in the Public Works Crew in the Maintenance division at the Corporation Yard and has always had the respect and accountability of his coworkers and peers.

WHEREAS, Ed holds certification in Street Light Repair, Traffic Signals, Building Operations Certificate, Work Zone Safety and Traffic Control,

WHEREAS, Ed has played an integral part of moving forward some of the largest and most significant projects in the City's history lasting decades, including the Gabilan crew vegetation city maintenance clean up, round about installation, Annual Christmas Tree Lighting, Marina Wind Festival, demolition of hundreds of blighted former military structures including the Stockade, the Pump Track at Glorya Jean Tate park, the MLK sculpture garden at the Marina Library, and many parks and critical infrastructure projects, including the Imjin Parkway widening project.

NOW, THEREFORE, I, Mayor Bruce Delgado, on behalf of the entire City Council, want to express my appreciation and respect to Ed Meachum for his commitment and contribution to the City of Marina for the last 24 years and wish him the very best in his future.

Dated this 16th day of April 2024



Bruce C. Delgado, Mayor



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amoun
Fund 100 - General Fund									
Department 110 - City Council									
Division 000 - Non-Div									
Sub-Division 00 - Non-Subdiv									
Account 6400.565 - Mate									
.1790 - Quality Print & Copy	23870	Business Cards - Council Members Biala and McAdams	Paid by EFT # 4472		03/27/2024	03/26/2024	03/26/2024	04/05/2024	238.96
		Acco	ount 6400.565 -	- Material & Su	uppl Office Su	pplies Totals	Invo	ice Transactions 1	\$238.96
Account 6500.700 - Train	ing & Travel Trair	ing & Travel							
1801 - Brian McCarthy	03-22-24	Reimbursement for LCC Policy Committee Meeting Charges	Paid by Check # 104338		03/22/2024	03/25/2024	03/25/2024	04/05/2024	677.53
0140 - City Of Marina Petty Cash	04.01.24	Replenish Petty Cash	Paid by Check # 104304		04/01/2024	04/01/2024	04/01/2024	04/05/2024	150.00
		Accoun	t 6500.700 - Tr	aining & Trav	el Training &	Travel Totals	Invo	ice Transactions 2	\$827.5
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Invo	ice Transactions 3	\$1,066.4
				Di	vision 000 - No	on-Div Totals	Invo	ice Transactions 3	\$1,066.4
				Departmer	nt 110 - City C	ouncil Totals	Invo	ice Transactions 3	\$1,066.4
Department 120 - City Mgr/HR/Risk Division 000 - Non-Div Sub-Division 00 - Non-Subdiv									
Account 6300.010 - Prof 9	Svc Admin - Muni	Code							
0149 - Code Publishing Inc General ode	GCI0013564	MMC WebUpdate	Paid by Check # 104305		03/28/2024	03/26/2024	03/26/2024	04/05/2024	73.50
			Account 6300.0	010 - Prof Svc	Admin - Muni	i Code Totals	Invo	ice Transactions 1	\$73.50
Account 6300.465 - Prof S	Svc Legal - Specia	l Counsel							
1505 - Shartsis Friese LLP	5488474	Professional Services - MPWSP - February 2024	Paid by Check # 104330		03/27/2024	03/27/2024	03/27/2024	04/05/2024	171,116.63
1123 - Lon W. House Water & Energy	CalAmFebMar24	Professional Services - MPWSP	Paid by Check # 104316		04/01/2024	03/26/2024	03/26/2024	04/05/2024	4,860.00
1123 - Lon W. House Water & Energy onsulting	CalAm0124	Professional Services - MPWSP - February 2024	Paid by Check # 104316		01/01/2024	03/26/2024	03/26/2024	04/05/2024	9,900.00
			ount 6300.465	- Prof Svc Leg	al - Special Co	ounsel Totals	Invo	ice Transactions 3	\$185,876.63
Account 6380.120 - Utiliti	es Comm Mobile				-				• •
0603 - Verizon Wireless	9958775312	Monthly Verizon Bill- 308174766 (2/11- 03/10/24)	Paid by EFT # 4477		03/10/2024	03/27/2024	03/27/2024	04/05/2024	227.73
			count 6380.12 0) - Utilities Co	mm Mobile &	Pager Totals	Invo	ice Transactions 1	\$227.73
Account 6400.565 - Mate	rial & Suppl Office	Supplies				-			
.0732 - Office Depot-General Account	357248610001	Office Depot	Paid by Check # 104323		02/29/2024	03/22/2024	03/22/2024	04/05/2024	78.90



'endor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
und 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Mater										
0732 - Office Depot-General Account	357248607001	•	Paid by Check # 104323		02/29/2024	03/22/2024			04/05/2024	360.48
			ount 6400.565	- Material & Si	uppl Office Su	pplies Totals	Invo	oice Transactions	2	\$439.38
Account 6500.700 - Traini	_	_								
0140 - City Of Marina Petty Cash	04.01.24	Replenish Petty Cash	Paid by Check # 104304		04/01/2024	04/01/2024	04/01/2024		04/05/2024	115.00
		Accoun	t 6500.700 - T ı					oice Transactions	=	\$115.00
					ion 00 - Non-S		Invo	oice Transactions	8	\$186,732.24
				Di	vision 000 - No	on-Div Totals	Invo	oice Transactions	8	\$186,732.24
			D	epartment 120	- City Mgr/HR	R/Risk Totals	Invo	oice Transactions	8	\$186,732.24
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof S	Svc IT - Informat	ion Tech Svc								
0897 - TechRx Technology Services	11713	IT Support - March 2024	Paid by EFT # 4476		04/01/2024	04/01/2024	04/01/2024		04/05/2024	11,400.00
		Accour	nt 6300.330 - P	rof Svc IT - In	formation Te	ch Svc Totals	Invo	oice Transactions	1	\$11,400.00
Account 6300.331 - Prof S	Svc IT - Website									
0143 - Civicplus	291646	Quarterly Website Hosting and Support	Paid by EFT # 4465		04/01/2024	03/26/2024			04/05/2024	3,826.11
			Account 630	0.331 - Prof S	vc IT - Websi	te Svc Totals	Invo	oice Transactions	1	\$3,826.11
Account 6360.076 - Maint	& Repairs Copie									
0406 - Monterey Bay Systems	466515	CDD Copier Maintenance Contract and Overage	Paid by EFT # 4471		03/20/2024	03/25/2024	03/25/2024		04/05/2024	2,169.30
0592 - U.S. Bank Equipment Finance- ISbancorp	525792149	CDD Copier Lease Payment - April 2024	Paid by Check # 104334		03/30/2024	04/02/2024	04/02/2024		04/05/2024	236.12
		.,	Account 6	360.076 - Mai	nt & Repairs (Copier Totals	Invo	oice Transactions	2	\$2,405.42
Account 6360.342 - Maint	& Repairs IT - S	ystem Annual Maint								
0897 - TechRx Technology Services	11720	Ninite Subscription - April 2024	Paid by EFT # 4476		04/01/2024	04/01/2024	04/01/2024		04/05/2024	112.50
0897 - TechRx Technology Services	11719	Veeam Subscription - April 2024	Paid by EFT # 4476		04/01/2024	04/01/2024	04/01/2024		04/05/2024	380.00
0897 - TechRx Technology Services	11655	Amazon Glacier - Subscription - April 2024	Paid by EFT # 4476		04/01/2024	04/01/2024	04/01/2024		04/05/2024	380.00



36										
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv	+ 0 Donoino IT C	veten Annual Maint								
Account 6360.342 - Main	11721	-	Daid by EET #		04/01/2024	04/01/2024	04/01/2024		04/05/2024	205.00
10897 - TechRx Technology Services	11/21	Veeam O365 Backup & Glacier Storage - June 2024	,		04/01/2024	04/01/2024	04/01/2024		04/05/2024	385.00
10905 - Taygeta Scientific, Inc.	000423-R-0064	Computer Network Defense - April 2024	Paid by Check # 104332		04/01/2024	03/26/2024	03/26/2024		04/05/2024	2,000.00
10905 - Taygeta Scientific, Inc.	000708-R-0037	Barracuda Spam Firewall - April 2024	Paid by Check # 104332		04/01/2024	03/26/2024	03/26/2024		04/05/2024	475.80
		Account 6360 .	342 - Maint &	Repairs IT - Sy	stem Annual	Maint Totals	Invo	oice Transactions	6	\$3,733.30
Account 6360.345 - Main	t & Repairs Cityw									
10897 - TechRx Technology Services	11714	Citywide MS Office 365 - April 2024	Paid by EFT # 4476		04/01/2024	04/01/2024	04/01/2024		04/05/2024	2,470.40
		Account 6360.345 -	Maint & Repair	s Citywide Mid	crosoft Ofc Up	grade Totals	Inve	oice Transactions	1	\$2,470.40
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Inve	oice Transactions	11	\$23,835.23
					vision 000 - N o			oice Transactions		\$23,835.23
				D	epartment 125	- I. T. Totals	Invo	oice Transactions	11	\$23,835.23
Department 130 - Finance Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv	Cua Ein Account	ing Comileos								
Account 6300.216 - Prof 10511 - Richard B. Standridge	24-06	Services 3/11-21/2024	Paid by EFT #		03/22/2024	03/27/2024	03/27/2024		04/05/2024	2,612.50
10311 - Richard B. Standridge	24-00	Service 3/11-21/2024	4474		03/22/2024	03/2//2024	03/2//2024		04/03/2024	2,012.50
		Accou	nt 6300.216 - F	Prof Svc Fin - /	Accounting Se	ervices Totals	Invo	oice Transactions	1	\$2,612.50
Account 6380.120 - Utilit	ties Comm Mobile	& Pager								
10603 - Verizon Wireless	9958775312	Monthly Verizon Bill- 308174766 (2/11- 03/10/24)	Paid by EFT # 4477		03/10/2024	03/27/2024	03/27/2024		04/05/2024	141.19
			ccount 6380.12 0) - Utilities Co	mm Mobile &	Pager Totals	Inve	oice Transactions	1	\$141.19
Account 6400.565 - Mate	erial & Suppl Offic	e Supplies								
10732 - Office Depot-General Account	358731249001	Office Supplies-Finance	Paid by Check # 104323		03/11/2024	03/27/2024	03/27/2024		04/05/2024	33.25
10732 - Office Depot-General Account	356966309001	Office Supplies-Finance (black toner)	Paid by Check # 104323		03/14/2024	04/02/2024	04/02/2024		04/05/2024	274.20
		Acc	ount 6400.565 ·	- Material & S	uppl Office Su	pplies Totals	Invo	oice Transactions	2	\$307.45
				Sub-Divis	ion 00 - Non- 9	Subdiv Totals	Inve	oice Transactions	4	\$3,061.14
				Di	vision 000 - N o	on-Div Totals	Inve	oice Transactions	4	\$3,061.14
				Depar	tment 130 - Fi	inance Totals	Invo	oice Transactions	4	\$3,061.14



Vendor		Invoice No.	Invoice Description	Status	Held Reason Invoice	Date Due Dat	e G/L Date	Received Date Payment Date	Invoice Amount
	0 - General Fund								
	tment 150 - City Attorney								
	sion 000 - Non-Div								
S	ub-Division 00 - Non-Subdiv								
	Account 6300.450 - Prof Sv		•						
11964 -	Shute Mihaly & Weinberaer LLP	285560	Professional Legal Service - February 2024	Paid by Check # 104331	03/27/2	2024 04/02/2	024 04/02/2024	04/05/2024	56,115.12
10257 -	Goldfarb & Lipman	471166	The Dunes - February 2024	Paid by EFT # 4468	03/21/2	2024 03/25/2	024 03/25/2024	04/05/2024	864.00
10257 -	Goldfarb & Lipman	471165	Marina Heights - February 2024	Paid by EFT # 4468	03/21/2	2024 03/25/2	024 03/25/2024	04/05/2024	128.00
10257 -	Goldfarb & Lipman	471164	General - February 2024	Paid by EFT # 4468	03/21/2	2024 03/25/2	024 03/25/2024	04/05/2024	1,562.00
11718 -	Noland, Hamerly, Etienne & Hoss	243260	Professional Legal Service - February- March 2024	Paid by Check # 104322	03/19/2	2024 03/25/2	024 03/25/2024	04/05/2024	2,275.00
			Account 630	0.450 - Prof S	vc Legal - City Attorne	y Other Svc To	otals Invo	oice Transactions 5	\$60,944.12
					Sub-Division 00 -	Non-Subdiv To	otals Invo	oice Transactions 5	\$60,944.12
					Division 00	0 - Non-Div To	otals Inve	oice Transactions 5	\$60,944.12
					Department 150 - C	ty Attorney To	otals Inve	oice Transactions 5	\$60,944.12
Divi	tment 190 - Citywide Non-Dept sion 000 - Non-Div sub-Division 00 - Non-Subdiv								
	Account 6150.500 - Medica	l Vision							
10607 -	Account 6150.500 - Medica Vision Service Plan	ll Vision 04-01-24.	VSP Adjustment (04.2024)	Paid by Check # 104342	04/01/	2024 04/01/2	024 04/01/2024	04/05/2024	(.89)
10607 -			VSP Adjustment (04.2024)	# 104342	04/01/ : Account 6150.500 - Me	. ,		04/05/2024 poice Transactions 1	(.89)
10607 -		04-01-24.	(04.2024)	# 104342	, ,	. ,		• •	
10274 -	Vision Service Plan	04-01-24.	(04.2024)	# 104342	, ,	dical Vision To	otals Inve	pice Transactions 1	(\$0.89) 1,251.09
10274 -	Vision Service Plan Account 6300.217 - Prof Sv	04-01-24.	(04.2024) ss Lic Services Feb 2024 BL Admin Fee	# 104342 Paid by EFT # 4469	Account 6150.500 - M e	dical Vision To	otals Invo	pice Transactions 1	(\$0.89)
10274 -	Vision Service Plan Account 6300.217 - Prof Sv	04-01-24. vc Fin - Busine: SIN037135	(04.2024) ss Lic Services Feb 2024 BL Admin Fee	# 104342 Paid by EFT # 4469	Account 6150.500 - Me	dical Vision To	otals Invo	oice Transactions 1 04/05/2024	(\$0.89) 1,251.09
10274 - (HDL)	Vision Service Plan Account 6300.217 - Prof Sv Hinderliter, de Llamas & Associates	04-01-24. vc Fin - Busine: SIN037135	(04.2024) ss Lic Services Feb 2024 BL Admin Fee	# 104342 Paid by EFT # 4469 6300.217 - P Paid by Check # 104311	Account 6150.500 - Me 02/29/2 rof Svc Fin - Business 03/29/2	dical Vision To 2024 04/02/2 Lic Services To 2024 04/01/2	otals Invo 024 04/02/2024 otals Invo 024 04/01/2024	04/05/2024 Dice Transactions 1 04/05/2024 04/05/2024	(\$0.89) 1,251.09 \$1,251.09 1,100.00
10274 - (HDL)	Account 6300.217 - Prof Sv Hinderliter, de Llamas & Associates Account 6300.570 - Prof Sv Environmental Innovations, Inc.	04-01-24. 7c Fin - Busine: SIN037135 7c Other 2504	(04.2024) ss Lic Services Feb 2024 BL Admin Fee Account Solid Waste Management Services	# 104342 Paid by EFT # 4469 6300.217 - P Paid by Check # 104311	02/29/2 rof Svc Fin - Business	dical Vision To 2024 04/02/2 Lic Services To 2024 04/01/2	otals Invo 024 04/02/2024 otals Invo 024 04/01/2024	oice Transactions 1 04/05/2024 oice Transactions 1	(\$0.89) 1,251.09 \$1,251.09
10274 - (HDL) 11835 -	Vision Service Plan Account 6300.217 - Prof Sv Hinderliter, de Llamas & Associates Account 6300.570 - Prof Sv Environmental Innovations, Inc. Account 6380.150 - Utilities	04-01-24. vc Fin - Busine SIN037135 vc Other 2504 s Comm Phone	(04.2024) ss Lic Services Feb 2024 BL Admin Fee Account Solid Waste Management Services e System	# 104342 Paid by EFT # 4469 6300.217 - P Paid by Check # 104311	O2/29/2 rof Svc Fin - Business 03/29/2 Account 6300.570 - Pro	dical Vision To 2024 04/02/2 Lic Services To 2024 04/01/2 If Svc Other To	otals Invo 024 04/02/2024 otals Invo 024 04/01/2024 otals Invo	oice Transactions 1 04/05/2024 oice Transactions 1 04/05/2024 oice Transactions 1	(\$0.89) 1,251.09 \$1,251.09 1,100.00 \$1,100.00
10274 - (HDL) 11835 - 10758 -	Account 6300.217 - Prof Sv Hinderliter, de Llamas & Associates Account 6300.570 - Prof Sv Environmental Innovations, Inc. Account 6380.150 - Utilities AT & T CALNET3	04-01-24. 7c Fin - Busine: SIN037135 7c Other 2504 s Comm Phone 21468957	(04.2024) ss Lic Services Feb 2024 BL Admin Fee Account Solid Waste Management Services e System CALNET3-9391023437 (384-0425)	# 104342 Paid by EFT # 4469 6300.217 - P Paid by Check # 104311 Paid by Check # 104296	Account 6150.500 - Me 02/29/2 rof Svc Fin - Business 03/29/2 Account 6300.570 - Pro 03/28/2	dical Vision To 2024 04/02/2 Lic Services To 2024 04/01/2 f Svc Other To 2024 04/02/2	otals Involved of the second o	04/05/2024 Dice Transactions 1 04/05/2024 Dice Transactions 1 04/05/2024 Dice Transactions 1 04/05/2024	(\$0.89) 1,251.09 \$1,251.09 1,100.00 \$1,100.00 57.15
10274 - (HDL) 11835 - 10758 -	Vision Service Plan Account 6300.217 - Prof Sv Hinderliter, de Llamas & Associates Account 6300.570 - Prof Sv Environmental Innovations, Inc. Account 6380.150 - Utilities	04-01-24. 7c Fin - Busine: SIN037135 7c Other 2504 s Comm Phone 21468957 21463892	(04.2024) ss Lic Services Feb 2024 BL Admin Fee Account Solid Waste Management Services e System CALNET3-9391023437 (384-0425) CALNET3-9391023471 (582-0100)	# 104342 Paid by EFT # 4469 6300.217 - P Paid by Check # 104311 Paid by Check # 104296	O2/29/2 rof Svc Fin - Business 03/29/2 Account 6300.570 - Pro	dical Vision To 2024 04/02/2 Lic Services To 2024 04/01/2 f Svc Other To 2024 04/02/2	otals Involved of the second o	04/05/2024 Dice Transactions 1 04/05/2024 Dice Transactions 1 04/05/2024 Dice Transactions 1 04/05/2024	(\$0.89) 1,251.09 \$1,251.09 1,100.00 \$1,100.00 57.15 61.18
10274 - (HDL) 11835 - 10758 - 10758 -	Account 6300.217 - Prof Sv Hinderliter, de Llamas & Associates Account 6300.570 - Prof Sv Environmental Innovations, Inc. Account 6380.150 - Utilities AT & T CALNET3	04-01-24. 7c Fin - Busine: SIN037135 7c Other 2504 s Comm Phone 21468957	(04.2024) ss Lic Services Feb 2024 BL Admin Fee Account Solid Waste Management Services e System CALNET3-9391023437 (384-0425) CALNET3-9391023471	# 104342 Paid by EFT # 4469 6300.217 - P Paid by Check # 104311 Paid by Check # 104296 Paid by Check Paid by Check	Account 6150.500 - Me 02/29/2 rof Svc Fin - Business 03/29/2 Account 6300.570 - Pro 03/28/2	dical Vision To 2024 04/02/2 Lic Services To 2024 04/01/2 f Svc Other To 2024 04/02/2	otals Involved of the second o	04/05/2024 Dice Transactions 1 04/05/2024 Dice Transactions 1 04/05/2024 Dice Transactions 1 04/05/2024 04/05/2024	(\$0.89) 1,251.09 \$1,251.09 1,100.00 \$1,100.00 57.15



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilitie		*								
10758 - AT & T CALNET3	21468988	CALNET3-9391023466 (384-8477)	Paid by Check # 104296		03/28/2024	04/02/2024	04/02/2024	(04/05/2024	57.15
10758 - AT & T CALNET3	21468961	CALNET3-9391023441 (384-0888)	Paid by Check # 104296		03/28/2024	04/02/2024	04/02/2024	(04/05/2024	29.35
10758 - AT & T CALNET3	21468990	CALNET3-9391023468 (384-9148)	Paid by Check # 104296		03/28/2024	04/02/2024	04/02/2024	(04/05/2024	29.35
10758 - AT & T CALNET3	21468960	CALNET3-9391023440 (384-0860)			03/28/2024	04/02/2024	04/02/2024	(04/05/2024	29.40
		,	ccount 6380.15	0 - Utilities Co	omm Phone S	vstem Totals	Invo	ice Transactions	8	\$322.28
Account 6380.300 - Utilitie	s Gas & Electric					, , , , , , , , , , , , , , , , , , , ,	2			4 522.25
10463 - Pacific Gas & Electric		PG&E - 4467294795-7	Paid by Check # 104324		03/21/2024	03/27/2024	03/27/2024	(04/05/2024	565.60
10463 - Pacific Gas & Electric	=	PG&E - 5618207172-2	Paid by Check # 104324		03/20/2024	03/27/2024	03/27/2024	(04/05/2024	1,027.28
10463 - Pacific Gas & Electric	_	PG&E 6217294683-2	Paid by Check # 104324		03/19/2024	03/27/2024	03/27/2024	(04/05/2024	231.82
	_			380.300 - Uti	lities Gas & El	ectric Totals	Invo	ice Transactions	3	\$1,824.70
Account 6380.500 - Utilitie	s Water & Sewe	r							-	Ţ- / ··· ·
10349 - Marina Coast Water District	000056020 031424	304 Hillcrest Ave	Paid by Check # 104318		03/14/2024	04/01/2024	04/01/2024	(04/05/2024	107.86
10432 - Monterey One Water - former MRWPCA	12-000009 033124	208 Palm Ave	Paid by Check # 104319		03/31/2024	04/01/2024	04/01/2024	(04/05/2024	222.00
10349 - Marina Coast Water District	03-28-24	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 104318		03/28/2024	04/01/2024	04/01/2024	(04/05/2024	321.18
		J200 Illijili Rodu		80 500 - Utili	ties Water & S	Sewer Totals	Invo	ice Transactions	3	\$651.04
Account 6400.635 - Materi	al & Suppl Posta	ae Shippina	Account 00	001500 01111	cies water at	Jewei Totals	11100	nee Transactions .	3	ψ051.01
10235 - FedEx	8-446-57344	Shiping Charges - BMR Housing Program	Paid by Check # 104312		03/22/2024	03/26/2024	03/26/2024	(04/05/2024	51.94
		5 5	t 6400.635 - M	aterial & Sup	ol Postage Shi	pping Totals	Invo	ice Transactions	1	\$51.94
Account 6600.492 - Other	Charges Membei				3	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				, -
10158 - Community Human Services	03-26-24	CHS JPA Allocation - FY 2024-2025			03/26/2024	04/02/2024	04/02/2024	(04/05/2024	13,450.00
		Account 6600.49		es Membersl	nip Com Huma	n Svc Totals	Invo	ice Transactions	1	\$13,450.00
Account 6600.600 - Other	Charges Other			,						, -,
11604 - Ryan Parra	03/2024 Payroll	03.01.24 & 03.15.24 Payroll	Paid by Check # 104340		04/03/2024	04/03/2024	04/03/2024	(04/05/2024	9,810.29
		- /		6600.600 - O	ther Charges	Other Totals	Invo	ice Transactions	1	\$9,810.29
					ion 00 - Non-S		Invo	ice Transactions	20	\$28,460.45
				Di	vision 000 - N o	n-Div Totals	Invo	ice Transactions	20	\$28,460.45
			Don	artment 190 -	Citanuido Non	Dont Totals	Trovice	ice Transactions	20	\$28,460.45



6										
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint 8	-		D : ! ! FET #		02/25/2024	04/02/2024	04/02/2024		04/05/2024	1 200 24
10080 - Branch's Janitorial	228728	Janitorial Service - Police/Fire/Airport February 2024	Paid by EFT # 4463		02/25/2024	, , , ,	04/02/2024		04/05/2024	1,308.34
			Account 636	0.360 - Maint	& Repairs Jan	itorial Totals	Invo	oice Transactions	1	\$1,308.34
Account 6360.570 - Maint 8	-	_								
10493 - Pure H2O	21716	Water Cooler Service Police & Fire 02/01/23	Paid by Check # 104326		. ,	04/02/2024			04/05/2024	88.55
			count 6360.57	0 - Maint & Re	pairs Other S	vc Agr Totals	Invo	oice Transactions	1	\$88.55
Account 6500.620 - Trainin	_									
10095 - California Police Chiefs Association	5383	ATS 2024 - R. Hopkins	# 104300		. ,	03/15/2024			04/05/2024	975.00
			Account 6	500.620 - Trai	ining & Travel	POST Totals	Invo	oice Transactions	1	\$975.00
Account 6600.455 - Other (_	_	D :		04/04/0004	04/04/2024	04/04/0004		04/05/0004	4 0 4 7 0 0
10253 - George T. Powell	04012024	Parking Rental Fees	Paid by Check # 104314		. ,	04/01/2024	04/01/2024		04/05/2024	1,047.00
		Ac	count 6600.45	5 - Other Char				oice Transactions		\$1,047.00
					ion 00 - Non- 9			oice Transactions	· ·	\$3,418.89
					vision 000 - No			oice Transactions	· ·	\$3,418.89
				Dep	artment 210 -	Police Totals	Invo	oice Transactions	4	\$3,418.89
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv	041									
Account 6300.570 - Prof Sv		Dlan various for	Daid by Chade		02/10/2024	04/01/2024	04/01/2024		04/05/2024	215.00
10841 - Carmel Fire Protection Associates - Art Black	124105	Plan review for Commercial Fire Pump for Home 2 Suites	Paid by Check # 104302		03/19/2024	04/01/2024	04/01/2024		04/05/2024	215.00
10841 - Carmel Fire Protection Associates -	124106	Plan registration for	Paid by Check		03/19/2024	04/01/2024	04/01/2024		04/05/2024	230.00
Art Black	121100	Rooftops Bldg 7	# 104302		03/13/2021	01,01,2021	0 1/01/2021		0 1, 03, 202 1	250.00
10841 - Carmel Fire Protection Associates -	12/107	Promenade Dunes Plan registration for	Paid by Check		03/19/2024	04/01/2024	04/01/2024		04/05/2024	230.00
Art Black	124107	Rooftops Bldg 8 Promenade Dunes	# 104302		03/13/2024	04/01/2024	04/01/2024		04/03/2024	230.00
11994 - Cosco Fire Protection, Inc	24-013	Refund for plan check	Paid by Check		02/14/2024	04/03/2024	04/03/2024		04/05/2024	480.00
Refunds Only		& inspection charged twice	# 104307		,, - ·	.,,	,, -		. ,, :	
		-		Account 6300.5	70 - Prof Svc	Other Totals	Invo	oice Transactions	4	\$1,155.00



Vendor		Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amou
	00 - General Fund									
	tment 250 - Fire									
	ision 000 - Non-Div									
S	Sub-Division 00 - Non-Subdiv									
	Account 6360.341 - Main									
10897 -	TechRx Technology Services	11697	Foxit licenses & Display port to HDMI Account 6360.341 - I	4476	a IT Commut	03/29/2024	04/02/2024	04/02/2024	04/05/2024 Dice Transactions 1	408.2 \$408.2
	Account 6360 360 Main	+ 0 Donoino Joni		манн а керан	S II - Comput	ег маш са ор	grade Totals	11100	DICE TRAISACTIONS 1	\$ 1 00.2
0000	Account 6360.360 - Main	-		D : ! ! . EET #		02/25/2024	04/02/2024	04/02/2024	04/05/2024	F16
.0080 -	Branch's Janitorial	228728	Janitorial Service - Police/Fire/Airport February 2024	Paid by EFT # 4463		02/25/2024	04/02/2024	04/02/2024	04/05/2024	516.6
				Account 636	0.360 - Maint	& Repairs Jan	itorial Totals	Invo	ice Transactions 1	\$516.6
	Account 6360.570 - Main	nt & Repairs Othe	er Svc Agr							
10129 -	Cintas Corporation	4188001203	Shop towels	Paid by Check # 104303		03/29/2024	04/01/2024	04/01/2024	04/05/2024	138.0
10323 -	L.N. Curtis & Sons	INV805284	Routine Annual Service for Hurst Tool	Paid by EFT # 4470		03/25/2024	04/01/2024	04/01/2024	04/05/2024	3,300.0
10493 -	Pure H2O	21716	Water Cooler Service Police & Fire 02/01/23	Paid by Check # 104326		04/01/2024	04/02/2024	04/02/2024	04/05/2024	113.5
10623 -	Xerox Financial Services	5588368	FD Monthly Copier Charges 03/17/24 - 04/16/24	Paid by Check # 104337		03/28/2024	03/29/2024	03/29/2024	04/05/2024	239.2
10623 -	Xerox Financial Services	5461739	FD Monthly Copier Charges 02/17/24 - 03/16/24	Paid by Check # 104337		02/26/2024	03/29/2024	03/29/2024	04/05/2024	239.2
				count 6360.57	0 - Maint & Re	pairs Other S	vc Agr Totals	Invo	oice Transactions 5	\$4,030.1
	Account 6360.850 - Main	nt & Repairs Vehi	icle							
10780 -	Allstar Fire Equipment Inc.	252503	16 qty & 6 qty Bulldog Combat Hoses, with number stencils	Paid by EFT # 4462		12/14/2023	01/04/2024	01/04/2024	04/05/2024	10,843.9
				Account 63	360.850 - Mair	nt & Repairs V	ehicle Totals	Invo	oice Transactions 1	\$10,843.9
	Account 6400.739 - Mate	erial & Suppl Spe	cial Dept Exp-Fire Preve	ent						
10470 - Supply	Peninsula Welding & Medical	258675	Non-Liquid Cylinders	Paid by Check # 104325		03/31/2024	04/01/2024	04/01/2024	04/05/2024	12.9
- app.,			Account 6400.739 -		ppl Special De	pt Exp-Fire Pr	revent Totals	Invo	pice Transactions 1	\$12.9
	Account 6400.740 - Mat e	erial & Suppl Spe								'
10927 -	Ace Hardware - Fire Dept.	087888	Shop engine supply	Paid by Check # 104292		03/23/2024	04/01/2024	04/01/2024	04/05/2024	16.3
10927 -	Ace Hardware - Fire Dept.	087858	Station 2 Supplies	Paid by Check # 104292		03/20/2024	04/01/2024	04/01/2024	04/05/2024	32.7
					aterial & Suppl			_	oice Transactions 2	\$49.1



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 6500.700 - Train	9									
10140 - City Of Marina Petty Cash	04.01.24	Replenish Petty Cash	Paid by Check # 104304	unining 9 Tuny	04/01/2024	04/01/2024	04/01/2024	oice Transactions	04/05/2024 -	\$200.00
Account 6600.455 - Othe	r Chargos I oass		it 6500.700 - T ı	alling & Irav	er rraining &	Travel Totals	1110	OICE ITAIISACUOIIS I	L	\$200.00
10253 - George T. Powell	04012024	Parking Rental Fees	Paid by Check		04/01/2024	04/01/2024	04/01/2024		04/05/2024	353.00
10253 - George 1. Powell	04012024	raiking Kentai rees	# 104314		04/01/2024	04/01/2024	04/01/2024		04/03/2024	333.00
		А	ccount 6600.45	5 - Other Char	ges Leased Pa	arking Totals	Inv	oice Transactions	1 -	\$353.00
Account 6600.480 - Othe	er Charges Medic	cal Svc - Employee				9				·
11869 - Agile Occupational Medicine PC	EM016401	Spirometry/PFT for D. McCoun	Paid by EFT # 4461		02/26/2024	04/02/2024	04/02/2024	(04/05/2024	70.00
		Account 60	500.480 - Othe	r Charges Med	ical Svc - Emp	ployee Totals	Inv	oice Transactions	1	\$70.00
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Inv	oice Transactions	18	\$17,638.95
					vision 000 - N o		Inv	oice Transactions	18	\$17,638.95
				D	epartment 250	- Fire Totals	Inv	oice Transactions	18	\$17,638.95
Department 310 - Public Works										
Division 311 - Buildings & Grounds	S									
Sub-Division 00 - Non-Subdiv										
Account 6360.040 - Main	it & Repairs Back									
10183 - Marina Backflow Co.	3156	Testing Backflow Devices	Paid by Check # 104317		03/18/2024	03/22/2024	03/22/2024		04/05/2024	260.00
10183 - Marina Backflow Co.	3104	Backflow Devices	Paid by Check # 104317		02/23/2024	03/22/2024	03/22/2024		04/05/2024 -	130.00
			360.040 - Mai	nt & Repairs B	ackflow Prevented	enters Totals	Inv	oice Transactions 2	2	\$390.00
Account 6360.065 - Main										
10181 - Dave's Repair Service	36644	Monthly Site Inspections as	Paid by Check # 104308		03/28/2024	04/01/2024	04/01/2024	; (04/05/2024	95.00
10275 - Home Depot Credit Service	03-13-24	Designated Operator Home Depot (6035	Paid by Check		03/13/2024	03/22/2024	03/22/2024	ļ (04/05/2024	359.98
10275 Home Depot Greate Service	03 13 21	3225 0395 9813)	# 104315		03/13/2021	03/22/2021	03/22/2021	`	3 1/ 03/ 202 1	333.30
			unt 6360.065 -	Maint & Repai	rs Bdg NonFla	agship Totals	Inv	oice Transactions 2	2	\$454.98
				•						
Account 6360.440 - Main	it & Repairs Land	ascape General								
Account 6360.440 - Main 10250 - Gavilan Pest Control	nt & Repairs Land 0161062	190 Seaside Circle	Paid by Check		03/26/2024	04/01/2024	04/01/2024	 (04/05/2024	300.00
10250 - Gavilan Pest Control	0161062	190 Seaside Circle Gophers	# 104313				, ,		, ,	
		190 Seaside Circle	· · · , · · · ·		03/26/2024	04/01/2024	04/01/2024		04/05/2024	300.00 401.49



Vendor		Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Par	yment Date	Invoice Amount
	00 - General Fund										
	tment 310 - Public Works										
Div	ision 311 - Buildings & Ground	ls									
	Sub-Division 00 - Non-Subdiv										
	Account 6360.690 - Mair	nt & Repairs Sup	plies								
10728 -	Ace Hardware-Public Works	087821	Faceshields	Paid by Check # 104293		03/15/2024	04/01/2024	04/01/2024	04,	/05/2024	21.84
10728 -	Ace Hardware-Public Works	087886	Supplies	Paid by Check # 104293		03/23/2024	04/01/2024	04/01/2024	04,	/05/2024	32.75
10728 -	Ace Hardware-Public Works	087897	Supplies	Paid by Check # 104293		03/25/2024	04/01/2024	04/01/2024	04,	/05/2024	95.57
				Account 6360).690 - Maint	& Repairs Su	pplies Totals	Invo	oice Transactions 3	_	\$150.16
	Account 6380.500 - Utili	ties Water & Sev	ver								
10349 -	Marina Coast Water District	000056046 032224	3100 Preston Drive	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	161.34
10349 -	Marina Coast Water District	000056006 032224	188 Seaside Circle	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	348.35
10349 -	Marina Coast Water District	000056042 032224	3040 Lake Drive	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	165.29
10349 -	Marina Coast Water District	000056090 032224	Locke Paddon Park	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	62.91
10349 -	Marina Coast Water District	000056094 032224	2660 5th Ave	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	440.92
10349 -	Marina Coast Water District	000056045 032224	3100 Preston Drive	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	187.54
10349 -	Marina Coast Water District	000056061 032224	Reservation/Locke Paddon Park	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	85.71
10349 -	Marina Coast Water District	000056100 032824	9th Street (Irrigation) Parcels L&M	Paid by Check # 104318		03/28/2024	04/02/2024	04/02/2024	04,	/05/2024	182.64
10349 -	Marina Coast Water District	000056102 032824	9th St & 4th Ave	Paid by Check # 104318		03/28/2024	04/02/2024	04/02/2024	04,	/05/2024	88.36
10349 -	Marina Coast Water District	000056099 032824	9th Street West of 2nd Avenue	Paid by Check # 104318		03/28/2024	04/02/2024	04/02/2024	04,	/05/2024	232.74
				Account 638	80.500 - Utili	ties Water &	Sewer Totals	Invo	oice Transactions 10	_	\$1,955.80
	Account 6400.800 - Mate	erial & Suppl Uni	form								
10043 -	Aramark Uniform Service	5110434132	PW Uniforms	Paid by Check # 104294		03/29/2024	04/01/2024	04/01/2024	04,	/05/2024	155.22
10043 -	Aramark Uniform Service	5110429512	PW Uniforms	Paid by Check # 104294		03/22/2024	04/01/2024	04/01/2024	04,	/05/2024	155.61
11992 -	Sam Corona - refunds only	03-25-24	Boot Reimbursement	Paid by Check # 104329		03/25/2024	04/02/2024	04/02/2024	04,	/05/2024	204.30
					.800 - Mater	ial & Suppl Ur	niform Totals	Invo	oice Transactions 3	-	\$515.13
						ion 00 - Non- 9		Invo	oice Transactions 22	<u>-</u>	\$4,167.56
				Di		Buildings & Gr		Invo	pice Transactions 22	· -	\$4,167.56



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint 8	k Repairs Vehic	le								
10437 - My Chevrolet	CVCS273904	17 Chevy Caprice PD	Paid by Check # 104320		03/08/2024	03/22/2024	03/22/2024		04/05/2024	6,194.99
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-046345	Oil	Paid by Check # 104321		03/25/2024	04/02/2024	04/02/2024		04/05/2024	78.59
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-045849	Oil	Paid by Check # 104321		03/22/2024	04/02/2024	04/02/2024		04/05/2024	1,184.41
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-046357	Chevy Tahoe	Paid by Check # 104321		03/25/2024	04/02/2024	04/02/2024		04/05/2024	167.57
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-047746	Oil	Paid by Check # 104321		04/01/2024	04/02/2024	04/02/2024		04/05/2024	52.22
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-047679	Filters	Paid by Check # 104321		04/01/2024	04/02/2024	04/02/2024		04/05/2024	53.24
Auto Supply				360.850 - Mair	nt & Renairs V	ehicle Totals	Inve	oice Transactions	6	\$7,731.02
			/ locodine ou		sion 00 - Non-S			oice Transactions	-	\$7,731.02
					313 - Vehicle			oice Transactions		\$7,731.02
					310 - Public			oice Transactions	-	\$11,898.58
Department 410 - Planning Division 000 - Non-Div Sub-Division 00 - Non-Subdiv Account 6380.120 - Utilities	s Comm Mobile	& Pager		2 opu						¥==/000000
10603 - Verizon Wireless	9958775312	Monthly Verizon Bill- 308174766 (2/11- 03/10/24)	Paid by EFT # 4477		03/10/2024	03/27/2024	03/27/2024		04/05/2024	103.23
		А	ccount 6380.12 0	0 - Utilities Co	mm Mobile &	Pager Totals	Invo	oice Transactions	1	\$103.23
Account 6400.565 - Materia	I & Suppl Office	e Supplies								
10140 - City Of Marina Petty Cash	04.01.24	Replenish Petty Cash	Paid by Check # 104304		04/01/2024	04/01/2024	04/01/2024		04/05/2024	3.00
		Acc	ount 6400.565	- Material & S	uppl Office Su	pplies Totals	Invo	oice Transactions	1	\$3.00
				Sub-Divis	sion 00 - Non-S	Subdiv Totals	Invo	oice Transactions	2	\$106.23
				Di	ivision 000 - N o	on-Div Totals	Invo	oice Transactions	2	\$106.23
				Depart	ment 410 - Pl a	nning Totals	Invo	oice Transactions	2	\$106.23



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv Account 6400.565 - Mate	wint 9 Cumpl Off	ico Cumplina								
10140 - City Of Marina Petty Cash	04.01.24	Replenish Petty Cash	Paid by Check		04/01/2024	04/01/2024	04/01/2024	İ	04/05/2024	99.00
10140 City Of Marina Fetty Cash	04.01.24	Replemsiff etty Casif	# 104304		04/01/2024	04/01/2024	0-7/01/202-1		04/03/2024	33.00
		Acc	ount 6400.565	- Material & S	uppl Office Su	ipplies Totals	Inv	oice Transactions	1	\$99.00
				Sub-Divis	ion 00 - Non- 9	Subdiv Totals	Inv	oice Transactions	1	\$99.00
				Di	vision 000 - N o	on-Div Totals	Inv	oice Transactions	1	\$99.00
				Departmer	nt 420 - Engin	eering Totals	Inv	oice Transactions	1	\$99.00
Department 430 - Building Inspectio	n									
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof		M ODC E-1- 2024	D-:- L., FET #		02/26/2024	04/02/2024	04/02/2024	i	04/05/2024	4.050.75
11762 - Raimi + Associates, Inc	24-6265	Marina ODS Feb 2024	Paid by EFT # 4473		03/26/2024	04/03/2024	04/03/2024	•	04/05/2024	4,959.75
				Account 6300.5	70 - Prof Svc	Other Totals	Inv	oice Transactions	1	\$4,959.75
				Sub-Divis	ion 00 - Non-	Subdiv Totals	Inv	oice Transactions	1	\$4,959.75
				Di	vision 000 - N o	on-Div Totals	Inv	oice Transactions	1	\$4,959.75
			De	partment 430 -	Building Insp	ection Totals	Inv	oice Transactions	. 1	\$4,959.75
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Othe	_		D.III EET "		02/22/2024	02/26/2024	02/26/202		04/05/2024	205.40
11620 - Certified Folder Display Service, Inc.	609723	Restaurant Guide Disbursement - April	Paid by EFT # 4464		03/22/2024	03/26/2024	03/26/2024	ł	04/05/2024	385.10
nic.		2024	דטדד							
			5600.630 - Oth	er Charges Pro	omotional Act	tivities Totals	Inv	oice Transactions	: 1	\$385.10
				Sub-Divis	ion 00 - Non-	Subdiv Totals	Inv	oice Transactions	1	\$385.10
				Di	vision 000 - N o	on-Div Totals	Inv	oice Transactions	1	\$385.10
				Department 4	440 - Econom	nic Dev Totals	Inv	oice Transactions	1	\$385.10
Department 510 - Recreation & Cultu	ıre									
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof		6 116	D : 1.1 Cl . 1		02/20/2024	04/02/2024	0.4/02/202	i	04/05/2024	2 204 47
11084 - EMC Planning Group	23-089-1	Coastal Conservancy Grant Application - February 2024	Paid by Check # 104310		02/29/2024	04/02/2024	04/02/2024	ŀ	04/05/2024	3,301.47
				Account 6300.5	70 - Prof Svc	Other Totals	Inv	oice Transactions	1	\$3,301.47
				Sub-Divis	ion 00 - Non-	Subdiv Totals	Inv	oice Transactions	. 1	\$3,301.47
					Division 100 -	Admin Totals	Inv	oice Transactions	1	\$3,301.47
			Depa	rtment 510 - R	ecreation & C	Culture Totals	Inv	oice Transactions	1	\$3,301.47



Payment Date Range 04/05/24 - 04/05/24

/endor Invoice No. Invoice Description Status Held Reason Invoice Date Due Date G/L Date Received Date Payment Date Invoice Amount
Fund 100 - General Fund Totals Invoice Transactions 107 \$345,907.64

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Vendor		Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amour
und 22	0 - Gas Tax		·						-	
Depart	ment 000 - Non-Dept									
Divis	sion 000 - Non-Div									
Sı	ub-Division 00 - Non-Subdiv									
	Account 6380.300 - Utilit	ies Gas & Electric								
10463 -	Pacific Gas & Electric	March 2024 483 -6	PG&E - 3982644483-6	Paid by Check # 104324		03/21/2024	04/02/2024	04/02/2024	04/05/2024	17,755.2
10463 -	Pacific Gas & Electric	March 2024 533 -8	PG&E - 2253666533-8	Paid by Check # 104324		03/19/2024	03/27/2024	03/27/2024	04/05/2024	195.8
10463 -	Pacific Gas & Electric	March 2024 362 -9	PG&E - 5996678362-9	Paid by Check # 104324		03/20/2024	03/27/2024	03/27/2024	04/05/2024	185.6
10463 -	Pacific Gas & Electric	March 2024 683 -2	PG&E 6217294683-2	Paid by Check # 104324		03/19/2024	03/27/2024	03/27/2024	04/05/2024	1,089.9
				Account (5380.300 - Ut	ilities Gas & E	lectric Totals	Invo	ice Transactions 4	\$19,226.6
	Account 6380.500 - Utilit	ies Water & Sewe	r							
10349 -	Marina Coast Water District	000056028 032224	California at Jerry Ct	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04/05/2024	38.2
10349 -	Marina Coast Water District	000056040 032224	Hilo Ave	Paid by Check # 104318		03/22/2024	04/01/2024	04/01/2024	04/05/2024	28.3
10349 -	Marina Coast Water District	000056095 032824	2nd Ave	Paid by Check # 104318		03/28/2024	04/01/2024	04/01/2024	04/05/2024	177.7
10349 -	Marina Coast Water District	000056037 032824	2nd Ave	Paid by Check # 104318		03/28/2024	04/01/2024	04/01/2024	04/05/2024	177.7
L0349 -	Marina Coast Water District	000056049 032824	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 104318		03/28/2024	04/01/2024	04/01/2024	04/05/2024	1,432.7
10349 -	Marina Coast Water District	000056036 032824	2nd Ave/Divarty & Intergarrison	Paid by Check # 104318		03/28/2024	04/01/2024	04/01/2024	04/05/2024	177.7
			J. 1	Account 6	380.500 - Utili	ities Water & S	Sewer Totals	Invo	ice Transactions 6	\$2,032.5
	Account 6400.733 - Mate	rial & Suppl Signs								
10108 -	Capitol Barricade, Inc.	162836	Truckers/Recreational Vehicles	Paid by Check # 104301		03/26/2024	04/04/2024	04/01/2024	04/05/2024	1,156.7
10108 -	Capitol Barricade, Inc.	161587	Ped Crossing	Paid by Check # 104301		02/13/2024	04/02/2024	04/02/2024	04/05/2024	3,299.7
				Account 6	400.733 - Ma	terial & Suppl	Signs Totals	Invo	ice Transactions 2	\$4,456.5
	Account 6400.780 - Mate	rial & Suppl Traffi	c Signal							
11248 -	Bear Electrical Solutions, Inc.	22116	California & Patton Lightpole Knockdown	Paid by Check # 104297		03/22/2024	03/22/2024	03/22/2024	04/05/2024	850.0
				count 6400.78	0 - Material &	Suppl Traffic	Signal Totals	Invo	ice Transactions 1	\$850.0
	Account 6400.800 - Mate	rial & Suppl Unifor					_			•
10043 -	Aramark Uniform Service		PW Supplies	Paid by Check # 104294		03/29/2024	04/01/2024	04/01/2024	04/05/2024	70.5
10043 -	Aramark Uniform Service	5110429513	PW Supplies	Paid by Check # 104294		03/22/2024	04/01/2024	04/01/2024	04/05/2024	70.5



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 220 - Gas Tax									
Department 000 - Non-Dept									
Division 000 - Non-Div									
Sub-Division 00 - Non-Subdiv									
Account 6400.800 - Mater	ial & Suppl Unit	form							
11968 - Safetequip, Inc.	100644	Hard Hats	Paid by Check		03/12/2024	03/22/2024	03/22/2024	04/05/2024	229.10
			# 104328						
			Account 640	0.800 - Materi	ial & Suppl Ur	niform Totals	Invo	ice Transactions 3	\$370.12
				Sub-Divisi	on 00 - Non-9	Subdiv Totals	Invo	ice Transactions 16	\$26,935.82
				Div	ision 000 - N o	on-Div Totals	Invo	ice Transactions 16	\$26,935.82
				Departm	ent 000 - Nor	-Dept Totals	Invo	ice Transactions 16	\$26,935.82
					Fund 220 - G	as Tax Totals	Invo	ice Transactions 16	\$26,935.82



Payment Date Range 04/05/24 - 04/05/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Pay	yment 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.	61671	Program Management	Paid by Check		02/26/2024	04/03/2024	04/03/2024	04/	/05/2024	16,616.38
			# 104343							
11489 - Wallace Group, Inc.	61893	Program Management	Paid by Check		03/19/2024	04/03/2024	04/03/2024	04/	/05/2024	13,684.25
			# 104343							
11152 - California Dept. of Tax & Fee Administration	602768422	Generation and Handling Fee	Paid by Check # 104299		03/21/2024	03/21/2024	03/21/2024	04/	/05/2024	6,836.69
11152 - California Dept. of Tax & Fee	12-31-23-add	Generation and	Paid by Check		12/31/2023	03/21/2024	03/21/2024	04/	/05/2024	21.62
Administration		Handling Fee	# 104299						_	
				Account 6300.	570 - Prof Svc	Other Totals	Invo	oice Transactions 4		\$37,158.94
				Sub-Divis	sion 00 - Non- 5	Subdiv Totals	Invo	oice Transactions 4	_	\$37,158.94
				D	ivision 000 - No	on-Div Totals	Invo	oice Transactions 4	-	\$37,158.94
				Departr	ment 000 - Nor	1-Dept Totals	Invo	oice Transactions 4	-	\$37,158.94
				Fund 22 3	B - FORA Disso	olution Totals	Invo	oice Transactions 4	-	\$37,158.94

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Fund 251 - CFD - Locke Paddon Department 000 - Non-Dept Division 000 - Non-Div Sub-Division 00 - Non-Subdiv	Vendor	Invoice No. Invoice Description	Status Held Reason	n Invoice Date Due Date	G/L Date Received Date	Payment Date Invoice Amount
Division 000 - Non-Div	Fund 251 - CFD - Locke Paddon					
	Department 000 - Non-Dept					
Sub-Division 00 - Non-Subdiv	Division 000 - Non-Div					
Sub Division do - Non-Subdiv	Sub-Division 00 - Non-Subdiv					
Account 6380.300 - Utilities Gas & Electric	Account 6380.300 - Utilitie	ities Gas & Electric				
10463 - Pacific Gas & Electric March 2024 272 PG&E - 2862559272-1 Paid by Check 03/19/2024 03/27/2024 03/27/2024 04/05/2024 30.7	10463 - Pacific Gas & Electric	March 2024 272 PG&E - 28625592	2-1 Paid by Check	03/19/2024 03/27/2024	03/27/2024	04/05/2024 30.77
-1 # 104324		-1	# 104324			
Account 6380.300 - Utilities Gas & Electric Totals Invoice Transactions 1 \$30.7			Account 6380.300 - 1	Utilities Gas & Electric Totals	Invoice Transactions	1 \$30.77
Account 6380.500 - Utilities Water & Sewer	Account 6380.500 - Utiliti	ities Water & Sewer				
	10349 - Marina Coast Water District		,	03/22/2024 04/02/2024	04/02/2024	04/05/2024 38.22
032224 # 104318		032224				
Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 2 \$68.9			Sub-Di	vision 00 - Non-Subdiv Totals	Invoice Transactions	2 \$68.99
Division 000 - Non-Div Totals Invoice Transactions 2 \$68.9				Division 000 - Non-Div Totals	Invoice Transactions	2 \$68.99
Department 000 - Non-Dept Totals Invoice Transactions 2 \$68.9			Depa	rtment 000 - Non-Dept Totals	Invoice Transactions	2 \$68.99
Fund 251 - CFD - Locke Paddon Totals Invoice Transactions 2 \$68.9			Fund 251	- CFD - Locke Paddon Totals	Invoice Transactions	2 \$68.99



	T	T 1 B 11	CL I			D D I	C/I D I	D : 1D:		
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof \$	Svc Other									
11489 - Wallace Group, Inc.	61838	Del Monte Medians	Paid by Check # 104343		03/19/2024	04/03/2024	04/03/2024		04/05/2024	12,686.68
11489 - Wallace Group, Inc.	61671	Program Management	Paid by Check # 104343		02/26/2024	04/03/2024	04/03/2024		04/05/2024	19,946.75
11489 - Wallace Group, Inc.	61893	Program Management	Paid by Check # 104343		03/19/2024	04/03/2024	04/03/2024		04/05/2024	27,156.08
10046 - ARC (Former San Jose Blue)	12427295	Imjin Project Funding Signs	Paid by Check # 104295		03/27/2024	04/02/2024	04/02/2024		04/05/2024	122.91
10195 - California Department of Toxic Substance Control	23SM4834	Fort Ord University Villages VCA	Paid by Check # 104298		03/29/2024	04/02/2024	04/02/2024		04/05/2024	9.41
10275 - Home Depot Credit Service	03-13-24	Home Depot (6035 3225 0395 9813)	Paid by Check # 104315		03/13/2024	03/22/2024	03/22/2024		04/05/2024	199.17
10515 - Rincon Consultants, Inc.	55488	Marina Downtown Vitalization SP and EIR	Paid by EFT # 4475		03/20/2024	04/03/2024	04/03/2024		04/05/2024	1,683.00
10588 - United Site Services	INV-4388535	3850 5th Ave	Paid by Check # 104335		03/31/2024	04/01/2024	04/01/2024		04/05/2024	789.82
				Account 6300.5	70 - Prof Svc	Other Totals	Invo	ice Transactions	8	\$62,593.82
				Sub-Divis	sion <mark>00 - Non-S</mark>	Subdiv Totals	Invo	ice Transactions	8	\$62,593.82
				Di	ivision 000 - N o	on-Div Totals	Invo	ice Transactions	8	\$62,593.82
					nent 000 - Non		Invo	ice Transactions	8	\$62,593.82
					City Capital Pr			oice Transactions	-	\$62,593.82
				1 0110 102	orey capital i	ojecto rotais	11170	,icc iranbactions	•	402,333.02



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
und 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof										
10588 - United Site Services	INV-4388206	781 Neeson Rd (North Tarmac)	Paid by Check # 104335		03/31/2024	04/30/2024	04/01/2024		04/05/2024	547.52 \$547.52
Account 6360 030 - Mair	st & Bonaire AWO	S Sya & Maint		Account 6300.5	o/u - Prof Svc	Other Totals	111/0	oice Transactions	1	\$547.52
Account 6360.030 - Mair 11382 - Telemetrix - John K. Cohan	4253	AWOS Line repair	Paid by Check		04/01/2024	05/01/2024	04/02/2024		04/05/2024	810.00
11382 - Telemetrix - John K. Conan	4255	'	# 104333			05/01/2024	04/02/2024		04/05/2024	
		Account	6360.030 - M	aint & Repairs	AWOS Svc &	Maint Totals	Invo	oice Transactions	1	\$810.00
Account 6360.050 - Mair	nt & Repairs Build	ing								
10187 - Della Mora Heating, Inc.	15965	Metal Exhaust removal & Repair at Bldg 535	Paid by Check # 104309		01/08/2024	04/10/2024	04/02/2024		04/05/2024	1,385.00
11382 - Telemetrix - John K. Cohan	4257	Electronic supplies for Ped Gate 18	Paid by Check # 104333		04/01/2024	05/02/2024	04/02/2024		04/05/2024	1,320.14
10183 - Marina Backflow Co.	3077	Backflow at the airport			01/26/2024	03/22/2024	03/22/2024		04/05/2024	130.00
				60.050 - Main	t & Repairs Bu	i ilding Totals	Invo	oice Transactions	3	\$2,835.14
Account 6360.344 - Mair	-									
10897 - TechRx Technology Services	11693	Starlink connection and service	4476		03/31/2024	04/30/2024	04/01/2024		04/05/2024	1,810.50
		Account 6360.344 - N	laint & Repair	s IT - Office E	quip & PC Upg	rades Totals	Invo	oice Transactions	1	\$1,810.50
Account 6360.360 - Mair	•									
10005 - A-1 Sweeping Service	Airport 3-2024	Lot C&D Sweeping at Airport	Paid by Check # 104291		03/31/2024	04/30/2024	04/02/2024		04/05/2024	1,550.00
10080 - Branch's Janitorial	228728	Janitorial Service - Police/Fire/Airport February 2024	Paid by EFT # 4463		02/25/2024	04/02/2024	04/02/2024		04/05/2024	410.00
		,	Account 636	0.360 - Maint	& Repairs Jan	itorial Totals	Invo	oice Transactions	2	\$1,960.00
Account 6360.440 - Mair	nt & Repairs Lands	scape General								
10154 - Commercial Environment Landscape	2796-0324	Landscape Services for March 2024	Paid by EFT # 4466		03/19/2024	03/29/2024	03/29/2024		04/05/2024	2,900.00
10275 - Home Depot Credit Service	03-13-24	Home Depot (6035 3225 0395 9813)	Paid by Check # 104315		03/13/2024	03/22/2024	03/22/2024		04/05/2024	60.63
		,		aint & Repairs	Landscape G	eneral Totals	Invo	oice Transactions	2	\$2,960.63
Account 6360.450 - Mair	nt & Repairs Maint	: & Repairs								
10728 - Ace Hardware-Public Works	087947	Habitat Maintenance for Maintenance shed	Paid by Check # 104293		04/02/2024	04/10/2024	04/02/2024		04/05/2024	13.08
10239 - First Alarm	809985	3200 Imjin Rd Bldg 507			03/15/2024	04/10/2024	04/02/2024		04/05/2024	293.04
10239 - First Alarm	811630	761 Neeson Rd Bldg 524- Monitoring Service	Paid by EFT #		03/15/2024	04/10/2024	04/02/2024		04/05/2024	128.22



/endor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amoun
und 555 - Marina Airport	211101001101	21110100 2 0001 pt.011	Otatao	Troid Housen	21.170.000 2 410	240 240	3/ L D d t c	ACCOUNCE DUCC	raymone Baco	2111010071111001
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.450 - Main	t & Repairs Main	t & Repairs								
1382 - Telemetrix - John K. Cohan	4251	Fuel System Diagnostics	Paid by Check # 104333		04/01/2024	05/01/2024	04/02/2024		04/05/2024	1,332.50
1382 - Telemetrix - John K. Cohan	4256	Gate 7 and Gate 20 service calls	Paid by Check # 104333		04/01/2024	05/01/2024	04/02/2024		04/05/2024	1,552.5
		Acco	unt 6360.450 -	Maint & Repa	irs Maint & R	epairs Totals	Invo	oice Transactions	5	\$3,319.3 ⁴
Account 6380.120 - Utilit	ies Comm Mobile	& Pager								
0603 - Verizon Wireless	9958775312	Monthly Verizon Bill- 308174766 (2/11- 03/10/24)	Paid by EFT # 4477		03/10/2024	03/27/2024	03/27/2024		04/05/2024	51.59
			count 6380.12 (- Utilities Co	mm Mobile &	Pager Totals	Invo	oice Transactions	1	\$51.5
Account 6380.150 - Utilit	ies Comm Phone	System				5				·
0758 - AT & T CALNET3		AWOS-Auto Weather Service (9391023449)	Paid by Check # 104296		03/28/2024	05/06/2024	04/02/2024		04/05/2024	31.3
0758 - AT & T CALNET3	000021468964				03/28/2024	05/06/2024	04/02/2024		04/05/2024	57.1
0758 - AT & T CALNET3	000021468963	,			03/28/2024	05/06/2024	04/02/2024		04/05/2024	57.1
			ccount 6380.15	0 - Utilities Co	omm Phone S	ystem Totals	Invo	oice Transactions	3	\$145.6
Account 6380.300 - Utilit	ies Gas & Electric									
0463 - Pacific Gas & Electric	March 2024 683 -2	3 PG&E 6217294683-2	Paid by Check # 104324		03/19/2024	03/27/2024	03/27/2024		04/05/2024	148.8
			Account (380.300 - Uti	lities Gas & E	lectric Totals	Invo	oice Transactions	1	\$148.8
Account 6380.500 - Utilit	ies Water & Sew	er								
0432 - Monterey One Water - former IRWPCA	13-000145 043024	3260 Imjin Rd Bldg 514	Paid by Check # 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	55.5
0432 - Monterey One Water - former IRWPCA	13-000153 043024	771 Neeson Rd Bldg 529	Paid by Check # 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	3,360.0
0432 - Monterey One Water - former IRWPCA	13-000144 043024	3200 Imjin Rd Bldg 507	# 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	33.4
0432 - Monterey One Water - former IRWPCA	13-000149 043024	791 Neeson Rd	Paid by Check # 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	33.4
0432 - Monterey One Water - former IRWPCA	13-000159 043024	761 Neeson Rd Bldg 524	Paid by Check # 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	255.4
0432 - Monterey One Water - former IRWPCA	13-000148 043024	781 Neeson rd Bldg 520	Paid by Check # 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	55.5
0432 - Monterey One Water - former IRWPCA	13-000158 043024 13-000157	711 Neeson Rd Bldg 535	Paid by Check # 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	55.5
0432 - Monterey One Water - former		721 Neeson rd Bldg	Paid by Check		03/31/2024	04/24/2024	04/01/2024		04/05/2024	222.0



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	2.110.00	21110100 2 00011941011	Otatao	11010 11000011	2	240 2410	0/2 2 4 6		Taymone Date	2111010071111001110
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilit	ies Water & Sev	ver								
10432 - Monterey One Water - former MRWPCA	13-000152 043024	741 Neeson Rd Bldg 527	Paid by Check # 104319		03/31/2024	04/24/2024	04/01/2024		04/05/2024	33.40
			Account 6	380.500 - Utili	ties Water &	Sewer Totals	Invo	ice Transactions	9	\$4,104.10
Account 6400.740 - Mate	rial & Suppl Spe	ecial Dept Suppl								
11382 - Telemetrix - John K. Cohan	4255	Access Cards, FOBS and Card readers for Access Card Program	Paid by Check # 104333		04/01/2024	05/01/2024	04/02/2024		04/05/2024	2,577.28
		9	6400.740 - Ma	aterial & Suppl	Special Dept	Suppl Totals	Invo	ice Transactions	1	\$2,577.28
Account 6500.700 - Train	ing & Travel Tra	aining & Travel			-					
10140 - City Of Marina Petty Cash	04.01.24	Replenish Petty Cash	Paid by Check # 104304		04/01/2024	04/01/2024	04/01/2024		04/05/2024	105.42
		Accour	nt 6500.700 - T i	raining & Trav	el Training &	Travel Totals	Invo	ice Transactions	1	\$105.42
				Sub-Divis	ion 00 - Non- 9	Subdiv Totals	Invo	ice Transactions	31	\$21,375.95
				Di	vision 000 - N o	on-Div Totals	Invo	ice Transactions	31	\$21,375.95
				Departm	nent <mark>000 - Nor</mark>	1-Dept Totals	Invo	ice Transactions	31	\$21,375.95
				Fund 5	55 - Marina A	Airport Totals	Invo	ice Transactions	31	\$21,375.95
						Grand Totals	Invo	ice Transactions	168	\$494,041.16



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amoun
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div Sub-Division 00 - Non-Subdiv										
Account 6300.465 - Prof S	ve Logal - Speci	al Councel								
11033 - Sara Steck Myers	04-01-24	Professional Services -	Paid by EFT #		04/01/2024	04/05/2024	04/05/2024		04/12/2024	13,605.00
11033 - Sala Steck Piyers	04-01-24	MPWSP - March 2024	4500 count 6300.465	- Prof Syc Lea			, ,	oice Transactions		\$13,605.00
Account 6400.230 - Materi	al & Sunni Fuel		.ounc 0300:403	1 TOT SVC ECG	ai Speciai e	Julisci Totals	1110	oice manadedons	-	Ψ15,005.00
10416 - Monterey County Petroleum-Sturdy		Regular Ethenol	Paid by Check		03/26/2024	04/05/2024	04/05/2024		04/12/2024	176.49
Oil Co.	7 33037A IIV	regular Eurenor	# 104370		03/20/2021	0 1/ 03/ 202 1	0 1/03/202 1		0 1/12/2021	170.13
		Account 64	400.230 - Mate	erial & Suppl F	uel - Gas and	Diesel Totals	Inv	oice Transactions	1	\$176.49
Account 6400.565 - Materi	al & Suppl Offic	e Supplies								
10732 - Office Depot-General Account	358578797001	Ink Toner for CM	Paid by Check		03/26/2024	04/08/2024	04/08/2024		04/12/2024	1,007.26
		Printer	# 104377							
10732 - Office Depot-General Account	359795524001	Office Supplies	Paid by Check # 104377		03/28/2024	04/08/2024	04/08/2024		04/12/2024	108.75
		Acc	ount 6400.565	- Material & Si	appl Office Su	pplies Totals	Inv	oice Transactions	2	\$1,116.01
					ion 00 - Non- 9		Inv	oice Transactions	4	\$14,897.50
				Di	vision 000 - N o	on-Div Totals	Inv	oice Transactions	4	\$14,897.50
			D	epartment 120	- Citv Mar/HF	R/Risk Totals	Inv	oice Transactions	4	\$14,897.50
Department 130 - Finance					, ,	,				, ,
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Sv	c Fin - Account	ing Services								
10511 - Richard B. Standridge	24-07	Service 3/27-4/4/2024	Paid by EFT #		04/05/2024	04/05/2024	04/05/2024		04/12/2024	1,448.75
· ·			4499							,
		Accou	ınt 6300.216 - I		_			oice Transactions		\$1,448.75
				Sub-Divis	ion 00 - Non- 9	Subdiv Totals	Inv	oice Transactions	1	\$1,448.75
				Di	vision 000 - N o	on-Div Totals		oice Transactions		\$1,448.75
				Depar	tment 130 - F i	nance Totals	Inv	oice Transactions	1	\$1,448.75
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Sy	vc Legal - City A	ttorney Other Svc								
10257 - Goldfarb & Lipman	471902	General - March 2024	Paid by EFT # 4496		04/10/2024	04/08/2024	04/08/2024		04/12/2024	2,609.00
			Paid by EFT #		04/10/2024	04/08/2024	04/08/2024		04/12/2024	672.00
10257 - Goldfarb & Lipman	471903	The Dunes - March 2024	4496							
10257 - Goldfarb & Lipman	471903	2024			Attorney Oth		Inv	oice Transactions	2	\$3,281.00
10257 - Goldfarb & Lipman	471903	2024	4496					oice Transactions oice Transactions		\$3,281.00
10257 - Goldfarb & Lipman	471903	2024	4496	Sub-Divis	Attorney Oth	Subdiv Totals	Inv		2 .	. ,



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.200 - Medica	l Dental									
10737 - Premier Access Insurance-Premium	04-0124	Dental Claim (04.2024)	Paid by Check		04/01/2024	04/01/2024	04/01/2024		04/12/2024	(3,697.72)
Payment		,	# 104389	Account 6150.2	, ,	, ,	, ,	oice Transactions		(\$3,697.72)
Account 6360.570 - Maint 8	Repairs Other	Svc Agr	,			oriem rotals	2114	oree Transactions	, -	(45/05/1/2)
10129 - Cintas Corporation	4186564539	Mat Service City Hall	Paid by Check		03/15/2024	04/09/2024	04/09/2024		04/12/2024	52.05
•		,	# 104354							
10129 - Cintas Corporation	4188001202	Mat Service City Hall	Paid by Check # 104354		03/29/2024	04/09/2024	04/09/2024		04/12/2024	52.60
		Ac	count 6360.57 (0 - Maint & Re	pairs Other S	vc Agr Totals	Invo	oice Transactions	5 2	\$104.65
Account 6380.300 - Utilities	s Gas & Electric									
10463 - Pacific Gas & Electric	March 2024 313 -6	PG&E 6793435313-6	Paid by Check # 104379		03/27/2024	04/05/2024	04/05/2024		04/12/2024	7,531.15
	· ·			5380.300 - Uti	lities Gas & E	lectric Totals	Invo	oice Transactions	· 1	\$7,531.15
Account 6380.500 - Utilities	s Water & Sewe	er								
10432 - Monterey One Water - former MRWPCA	13002930 033124	3200 Imjin Rd	Paid by Check # 104371		03/31/2024	04/03/2024	04/03/2024		04/12/2024	1,100.00
10432 - Monterey One Water - former	1203451	0 Seaside Ave &	Paid by Check		03/31/2024	04/03/2024	04/03/2024		04/12/2024	55.50
MRWPCA	033124	Reservation Rd	# 104371							
10432 - Monterey One Water - former	12001708	304 Hillcrest Ave	Paid by Check		03/31/2024	04/03/2024	04/03/2024		04/12/2024	55.50
MRWPCA	033124 12003245	2254 Abdu Mau	# 104371		02/21/2024	04/02/2024	04/02/2024		04/12/2024	FF F0
10432 - Monterey One Water - former MRWPCA	033124	3254 Abdy Way	Paid by Check # 104371		03/31/2024	04/03/2024	04/03/2024		04/12/2024	55.50
10432 - Monterey One Water - former	12003949	209 Cypress Ave	Paid by Check		03/31/2024	04/03/2024	04/03/2024		04/12/2024	111.00
MRWPCA	033124	203 Cypic3371VC	# 104371		03/31/2021	0 1/ 03/ 202 1	0 1/03/2021		0 1/ 12/ 202 1	111.00
10432 - Monterey One Water - former	13000325	2800 2nd Ave	Paid by Check		03/31/2024	04/03/2024	04/03/2024		04/12/2024	55.50
MRWPCA	033124		# 104371		, ,	, , , , ,	, ,		, , .	
10432 - Monterey One Water - former	12001627	211 Hillcrest Ave	Paid by Check		03/31/2024	04/03/2024	04/03/2024		04/12/2024	222.00
MRWPCA	033124		# 104371							
10432 - Monterey One Water - former	12000192	3200 Del Monte Blvd	Paid by Check		03/31/2024	04/03/2024	04/03/2024		04/12/2024	55.50
MRWPCA	033124		# 104371	380.500 - Utili	tion Water 9.	Sower Totals	Troy.	oice Transactions	. 0	\$1,710.50
Account 6400.565 - Materia	al & Sunni Office	e Sunnlies	Account 6	360.300 - Utili	ties water ot	Sewel Totals	11100	JICE TTAITSACTIONS	o O	\$1,710.50
10732 - Office Depot-General Account		20 Case of Copier	Paid by Check		03/28/2024	04/08/2024	04/08/2024		04/12/2024	1,166.57
10732 Office Depot General Account	339799031001	Paper	# 104377		03/20/2024	04/00/2024	0-1/00/202-1		04/12/2024	1,100.57
10734 - Office Depot-Public Works Dept.	354617186001	Printer Corp Yard	Paid by Check # 104378		03/07/2024	04/03/2024	04/03/2024		04/12/2024	329.26
		Acco	unt 6400.565 ·	- Material & S	uppl Office Su	pplies Totals	Invo	oice Transactions	. 2	\$1,495.83
Account 6400.635 - Materia	al & Suppl Posta						2			Ţ- / 123.00
10235 - FedEx	8-460-22647	Shipping Charges -	Paid by Check		04/05/2024	04/08/2024	04/08/2024		04/12/2024	42.86
		BMR Housing Program	# 104359		• •	• •				



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 6400.635 - Mate ri										
10509 - Reserve Account - Pitney Bowes	04-05-24	Postage Meter Refill	Paid by Check # 104380		04/05/2024	04/05/2024	04/05/2024		04/12/2024	1,500.00
			it 6400.635 - M	laterial & Sup	pl Postage Sh	ipping Lotals	Invo	oice Transactions	2	\$1,542.86
Account 6600.452 - Other										
11451 - Monterey Bay Office Products - US Bank	526248828	City Hall Copier Lease - April 2024	# 104369		04/04/2024	04/08/2024	04/08/2024		04/12/2024	380.20
		A	Account 6600.4	52 - Other Cha	rges Leased (Copier Totals	Invo	oice Transactions	1	\$380.20
				Sub-Divis	ion 00 - Non- 9	Subdiv Totals	Invo	oice Transactions	17	\$9,067.47
					vision 000 - N o		Invo	oice Transactions	17	\$9,067.47
			De	partment 190 -	Citywide Nor	-Dept Totals	Inve	oice Transactions	17	\$9,067.47
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Materi	ial & Suppl Fue	l - Gas and Diesel								
10416 - Monterey County Petroleum-Sturdy Oil Co.	y 35657A-IN	Regular Ethenol	Paid by Check # 104370		03/26/2024	04/05/2024	04/05/2024		04/12/2024	6,706.66
		Account 64	100.230 - Mate	erial & Suppl Fi	uel - Gas and	Diesel Totals	Inve	oice Transactions	1	\$6,706.66
				Sub-Divis	ion 00 - Non- 9	Subdiv Totals	Inve	oice Transactions	1	\$6,706.66
				Di	vision 000 - No	on-Div Totals	Inve	oice Transactions	1	\$6,706.66
				Dep	artment 210 -	Police Totals	Inve	oice Transactions	1	\$6,706.66
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof S	vc Other									
10171 - CSG Consultants	55088	Fire Plan Review, Jim	Paid by EFT #		02/09/2024	04/04/2024	04/04/2024		04/12/2024	665.00
		Diaz & Inspections, E.	4493							
		Rodewald								
10171 - CSG Consultants	55471	Fire Plan Review, Jim	Paid by EFT #		03/06/2024	04/04/2024	04/04/2024		04/12/2024	1,045.00
		Diaz & Inspections, E. Rodewald	4493							
		Rouewalu		Account 6300.5	70 - Prof Syc	Other Totals	Inv	oice Transactions		\$1,710.00
Account 6380.120 - Utilitie	es Comm Mobil	a & Dager	,	Account 0300. 3	70 - FIOI 3VC	Other Totals	TIIV	oice Hallsactions	_	φ1,/10.00
10603 - Verizon Wireless	9960061840	FD Mobile from	Paid by EFT #		03/25/2024	04/04/2024	04/04/2024		04/12/2024	863.73
10003 - Verizoni Wireless	9900001040	February 26 - March 25 2024	,		03/23/2024	04/04/2024	04/04/2024		04/12/2024	003./3
			count 6380.12	0 - Utilities Co	mm Mohile &	Pager Totals	Inve	oice Transactions	. 1	\$863.73
		AC	COUNT OF OUT IT		1 1 JUIL W	- age Iouis	TIIV	0,00 11411346410113	-	ψ000./0



Payment Date Range 04/12/24 - 04/12/24

Vendor		Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
	0 - General Fund										
	tment 250 - Fire										
Divi	sion 000 - Non-Div										
S	Sub-Division 00 - Non-Subdiv										
	Account 6400.100 - Materia		74 Funded								
L0029 -	Altius Medical	20456	Tri-annual medical waste service - bio hazard waste disposal	Paid by Check # 104347		04/02/2024	04/04/2024	04/04/2024		04/12/2024	116.00
.0029 -	Altius Medical	20457	Tri-annual medical waste service - bio hazard waste disposal	Paid by Check # 104347		04/02/2024	04/04/2024	04/04/2024		04/12/2024	116.00
				ount 6400.100 -	Material & Su	ippl CSA 74 Fi	unded Totals	Inv	oice Transactions	2	\$232.00
	Account 6400.230 - Materia	al & Suppl Fuel									·
10416 - Oil Co.	Monterey County Petroleum-Sturdy		Diesel Fuel	Paid by Check # 104370		03/25/2024	04/05/2024	04/05/2024		04/12/2024	1,855.36
10416 - Dil Co.	Monterey County Petroleum-Sturdy	35657A-IN	Regular Ethenol	Paid by Check # 104370		03/26/2024	04/05/2024	04/05/2024		04/12/2024	529.47
				100.230 - Mate	rial & Suppl F	uel - Gas and	Diesel Totals	Inv	oice Transactions	2	\$2,384.83
	Account 6400.740 - Materia										
	Ace Hardware - Fire Dept.	087984	Plug, decor single switch and fasteners	Paid by Check # 104344		04/06/2024	04/10/2024	04/10/2024		04/12/2024	18.63
	Carmel Roasters, Inc.	69225	FD Coffee - 3 boxes	Paid by Check # 104353		04/10/2024	04/10/2024	04/10/2024		04/12/2024	262.20
	MSM Sales & Distrib., Inc/Central &S Sales	618064	Paint Supplies	Paid by Check # 104374		01/04/2024	04/04/2024	, ,		04/12/2024	16.33
			Account	6400.740 - Ma					oice Transactions	-	\$297.16
						ion 00 - Non-S			oice Transactions		\$5,487.72
						vision 000 - No			oice Transactions		\$5,487.72
Divi	tment 310 - Public Works sion 311 - Buildings & Grounds sub-Division 00 - Non-Subdiv				D	epartment 250	- Fire Totals	Inv	oice Transactions	10	\$5,487.72
10024	Account 6360.065 - Maint 8	0183691		Daid by Chade		03/29/2024	04/05/2024	04/05/2024		04/12/2024	963.26
10034 -	American Supply Co.	0183691	Supplies Corp Yard	Paid by Check # 104348		03/29/2024	04/05/2024	04/05/2024	•	04/12/2024	903.20
10250 -	Gavilan Pest Control	0161130	Preston Park	Paid by Check # 104361		03/29/2024	04/05/2024	04/05/2024		04/12/2024	180.00
10250 -	Gavilan Pest Control	0161231	Glorya Jean Tate Park	Paid by Check # 104361		03/29/2024	04/05/2024	04/05/2024		04/12/2024	300.00
10250 -	Gavilan Pest Control	0161707	211 Hillcrest Ave Rodents	Paid by Check # 104361		04/02/2024	04/08/2024	04/08/2024		04/12/2024	82.00
10560 -	Suburban Propane	1602-516518	Propane Exchange	Paid by Check # 104382		03/29/2024	04/03/2024	04/03/2024		04/12/2024	490.55

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endor		Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amour
und 100 - Gene											
	- Public Works										
	Buildings & Grounds										
	1 00 - Non-Subdiv										
	ount 6360.065 - Maint			5 : 11 61 1		00/00/0004	0.4.100.1000.4	0.4/00/0004		0.4.4.0.40.00.4	645.4
0580 - Tri Count	y Fire Protection	HP63185	Fire Extinguishers	Paid by Check # 104384		03/22/2024	04/03/2024	04/03/2024		04/12/2024	645.4
			Accou		Maint & Repai	rs Rda NonFla	agshin Totals	Inv	oice Transactions	. 6	\$2,661.2
Acc	ount 6360.440 - Maint	& Renairs Land			riaine & Repai	is bug itom it	igomp rotals	1114	olee Transactions	· ·	Ψ2,001.2
0250 - Gavilan P		0161063	3126 Shoemaker at	Paid by Check		03/25/2024	04/03/2024	04/03/2024		04/12/2024	80.0
0_00		0101000	Pond Rodents	# 104361		00, 20, 202 .	0 ., 00, 202 .	0 ., 00, 202 .		0 ., ==, =0= .	00.0
			Account	t 6360.440 - M	aint & Repairs	Landscape G	eneral Totals	Inv	oice Transactions	1	\$80.0
Acc	ount 6360.690 - Maint	& Repairs Sup	plies								
0728 - Ace Hard	ware-Public Works	087915	Supplies	Paid by Check		03/28/2024	04/03/2024	04/03/2024		04/12/2024	30.3
				# 104345							
0728 - Ace Hard	ware-Public Works	087907	Cleaner	Paid by Check		03/27/2024	04/03/2024	04/03/2024		04/12/2024	28.3
0729 Ass Hard	wara Dublic Works	087912	Cumpling	# 104345		02/20/2024	04/02/2024	04/02/2024		04/12/2024	34.0
U/20 - ACE Haru	ware-Public Works	06/912	Supplies	Paid by Check # 104345		03/28/2024	04/03/2024	04/03/2024		04/12/2024	34.0
0728 - Ace Hard	ware-Public Works	087975	Supplies	Paid by Check		04/05/2024	04/08/2024	04/08/2024		04/12/2024	28.3
7,20 7,00 7,0,0		00.3.0	54p55	# 104345		0 ., 00, 202 .	0 ., 00, 202 .	0 ., 00, 202 .		0 ., ==, =0= .	20.0
0728 - Ace Hard	ware-Public Works	087974	Propane Exchange	Paid by Check		04/05/2024	04/08/2024	04/08/2024		04/12/2024	58.9
				# 104345							
0728 - Ace Hard	ware-Public Works	087954	Supplies	Paid by Check		04/03/2024	04/08/2024	04/08/2024		04/12/2024	18.5
0700 4 11 1	D 11: W 1	007050	6 "	# 104345		04/02/2024	04/00/2024	04/00/2024		04/42/2024	20.5
0/28 - Ace Hard	ware-Public Works	087950	Supplies	Paid by Check # 104345		04/03/2024	04/08/2024	04/08/2024		04/12/2024	38.2
					60.690 - Maint	& Renairs Su	nnlies Totals	Inv	oice Transactions	. 7	\$236.9
Acc	ount 6380.500 - Utiliti	es Water & Sev	ver	/ (ccount ob	oologo Planic	a repairs ou	ppiics rotals	1114	olee Transactions	,	Ψ230.3
	past Water District	000056088	Marina Backflow	Paid by Check		03/22/2024	04/03/2024	04/03/2024		04/12/2024	1,015.0
	ast water bistrict	032224	Accounts	# 104368		03/22/2021	0 1, 03, 202 1	0 1,00,202 1		0 1/ 12/ 202 1	1,01510
0349 - Marina Co	ast Water District	000056098	3254 Abdy Way (Tate	Paid by Check		04/05/2024	04/05/2024	04/05/2024		04/12/2024	52.6
		040524	Park-Building)	# 104368							
0349 - Marina Co	oast Water District	000056014	3200 Del Monte Blvd	Paid by Check		04/05/2024	04/08/2024	04/08/2024		04/12/2024	733.3
0240 Marina C	t. W t Di-t.ii-t	040524	2240 D. F+ D+	# 104368		04/05/2024	04/00/2024	04/00/2024		04/12/2024	62.6
0349 - Marina Co	ast Water District	000056034 040524	3240 De Forest Road	Paid by Check # 104368		04/05/2024	04/08/2024	04/08/2024		04/12/2024	62.9
0349 - Marina Co	oast Water District	000056011	3254 Abdy Way (Tate-			04/05/2024	04/08/2024	04/08/2024		04/12/2024	96.3
0313 Planna Co	Just Water District	040524	Park Irrigation)	# 104368		0 1/03/2021	0 1/00/2021	0 1/00/202 1		0 1/ 12/ 202 1	50.5
			· ···-···/		380.500 - Utili	ties Water &	Sewer Totals	Inv	oice Transactions	5	\$1,960.1
Acc	ount 6400.230 - Mate r	ial & Suppl Fue	l - Gas and Diesel								. ,
	County Petroleum-Sturd		Regular Ethenol	Paid by Check		03/26/2024	04/05/2024	04/05/2024		04/12/2024	264.7
il Co.	,	-	-	# 104370							
			Account 64	400.230 - Mate	erial & Suppl F	uel - Gas and	Diesel Totals	Inv	oice Transactions	1	\$264.7



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	21170100 1101	THORCE DESCRIPTION	Status	TICIA REASON	2.TVOICE DUIC	Dac Date	S/L Dutc	NOCCIVED DUIC	1 dyment butt	211VOICE / HITOGRIC
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Materia	al & Suppl Unit	form								
10043 - Aramark Uniform Service	5110438785	PW Uniforms	Paid by Check # 104349		04/05/2024	04/05/2024	04/05/2024		04/12/2024	152.08
11955 - Walter Giracca - Reimbursement only	04-03-24	Reimbursement for Work Boots	Paid by Check # 104386		04/03/2024	04/03/2024	04/03/2024		04/12/2024	218.45
•			Account 640	0.800 - Mater	ial & Suppl Ui	niform Totals	Inve	oice Transactions	2	\$370.53
				Sub-Divis	sion 00 - Non- 5	Subdiv Totals	Inve	oice Transactions	22	\$5,573.68
				Division 311 - E	Buildings & Gr	ounds Totals	Inve	oice Transactions	22	\$5,573.68
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint 8	& Repairs Vehi	cle								
10292 - Interstate Battery	50292864	Batteries	Paid by Check # 104363		03/27/2024	04/03/2024	04/03/2024		04/12/2024	161.45
10292 - Interstate Battery	4503973	Batteries	Paid by Check # 104363		04/03/2024	04/03/2024	04/03/2024		04/12/2024	153.80
10428 - Monterey Tire Service	1-117376	Tires	Paid by Check # 104373		03/19/2024	04/03/2024	04/03/2024		04/12/2024	522.66
10428 - Monterey Tire Service	1-117644	Unit 811	Paid by Check # 104373		04/02/2024	04/08/2024	04/08/2024		04/12/2024	650.22
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-047323	Oil Filter	Paid by Check # 104375		03/29/2024	04/03/2024	04/03/2024		04/12/2024	32.58
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-046415	Brake Pad	Paid by Check # 104375		03/26/2024	04/03/2024	04/03/2024		04/12/2024	97.21
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-046603	Fleet Pads	Paid by Check # 104375		03/26/2024	04/03/2024	04/03/2024		04/12/2024	72.99
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-045850	Brake Pads	Paid by Check # 104375		03/22/2024	04/03/2024	04/03/2024		04/12/2024	44.44
riaco cappi,				360.850 - Mair	nt & Repairs V	ehicle Totals	Inv	oice Transactions	8	\$1,735.35
					ion 00 - Non-		Inv	oice Transactions	8	\$1,735.35
				Division	313 - Vehicle	Maint Totals	Inv	oice Transactions	8	\$1,735.35
				Department	310 - Public	Works Totals	Inv	oice Transactions	30	\$7,309.03



Fluid 100 - General Fund Department 410 - Planning Division 000 - NonDiv Sub-Division 00 - NonSubdiv Account 6300.610 - Prof Svc Planning - Consultant Division 000 - NonDiv Planning Brass Tap Feb Paid by EFT # 02/29/2024 04/04/2024 04/04/2024 04/12/2024 159.86 Account 6400.230 - Material & Suppl Fuel - Gas and Diesel 1041 - Monterey County Petroleum-Sturdy 35657A-IN Regular Etheol Paid by Check 03/26/2024 04/05/2024 04/05/2024 04/05/2024 04/05/2024 04/12/2024 176.45 1046 - ARC (Former San Jose Blue) 12421220 Plotter Lease March Paid by Check 03/21/2024 04/09/2024 04/09/2024 04/09/2024 286.46 24/09/2024 24/09/2											
Department 410 - Planning Division 00 - Non-Subdiv Sub-Division 00 - Non-Subdiv Sub-Division 00 - Non-Subdiv Sub-Division 00 - Non-Subdiv Account 6300.610 - Prof Svc Planning Brass Tap Feb Paid by EFT # 02/29/2024 04/04/2024 04/04/2024 04/04/2024 04/04/2024 159.88	Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Account 6300.610 - Prof Svc Planning - Consultant Planning Brass Tap Feb Planning Brass T	Department 410 - Planning Division 000 - Non-Div										
10508 Regional Government Services 16550 Planning Brass Tap Feb Paid by EFT # 0.2/29/2024 0.4/04/2024 0.4/04/2024 0.4/04/2024 0.4/12/2024 159.88 4.989 4.000 1.000		Svc Planning - (`onsultant								
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Oil Co. Account Febroleum-Sturdy 35657A-IN Regular Ethenol Paid by Check # 104370	10508 - Regional Government Services	_	Planning Brass Tap Feb	,		02/29/2024	04/04/2024	04/04/2024		04/12/2024	159.88
10146 - Monterey County Petroleum-Sturdy 35657Ā-IN Regular Ethenol Paid by Check 03/26/2024 04/05				ccount 6300.61 0	O - Prof Svc Pla	anning - Cons	sultant Totals	Inv	oice Transactions	1	\$159.88
Oil Co. Account 6400.352 - Material & Suppl IT - Software (non-capitalize) 10046 - ARC (Former San Jose Blue) 12421220 Plotter Lease March 2024 (Planning) Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Account 6500.700 - Training & Travel Training & Travel 11996 - Galia Baron - refunds only 103-09-204 11995 - Vic Jacobsen - refunds only 103-08-24 Planning Commissioner Reimbursement Reimburse											
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) 10046 - ARC (Former San Jose Blue) 12421220 1046 - ARC (Former San Jose Blue) 12421220 12	10416 - Monterey County Petroleum-Sturd Oil Co.	dy 35657A-IN	J	# 104370				, ,			176.49
10046 - ARC (Former San Jose Blue) 12421220					rial & Suppl F	uel - Gas and	Diesel Totals	Inv	oice Transactions	1	\$176.49
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals Account 6500.700 - Training & Travel Training & Travel 11996 - Galia Baron - refunds only 03-08-24 Planning Commissioner Reimbursement # 104360 11833 - Hyunsoo Hur 03-09-2024 Training Expenses Paid by Check 03/08/2024 04/04/2024 04/04/2024 04/12/2024 04	10046 - ARC (Former San Jose Blue)		Plotter Lease March	Paid by Check		03/21/2024	04/09/2024	04/09/2024		04/12/2024	286.48
Account 6500.700 - Training & Travel Training & Travel 11996 - Galia Baron - refunds only 03-08-24 Planning Commissioner Reimbursement # 104360 11833 - Hyunsoo Hur 03-09-2024 Training Expenses Paid by Check 03/09/2024 04/04/2			(3/		ppl IT - Softwa	are (non-capi	talize) Totals	Inv	oice Transactions	1	\$286.48
11996 - Galia Baron - refunds only 03-08-24 Planning Commissioner Reimbursement Reimbursement # 104360 11833 - Hyunsoo Hur 03-09-2024 Training Expenses Paid by Check 03/09/2024 04/04/2024 04/0	Account 6500.700 - Train	ing & Travel Tra					,				,
# 104362 11995 - Vic Jacobsen - refunds only 03-08-24 Planning Commissioner Paid by Check 03/08/2024 04/04/2024 04/04/2024 04/04/2024 04/04/2024 04/02/2024 284.88 Reimbursement # 104385	11996 - Galia Baron - refunds only	_	Planning Commissioner	,		03/08/2024	04/04/2024	04/04/2024		04/12/2024	197.56
Reimbursement # 104385 Account 6500.700 - Training & Travel Totals Invoice Transactions 3 \$1,097.38 Sub-Division 000 - Non-Subdiv Totals Invoice Transactions 6 \$1,720.23 Department 420 - Engineering Division 000 - Non-Div Sub-Division 000 - Non-Subdiv Account 6300.570 - Prof Svc Other 11984 - Duffy Group, Inc COM-004 Contract Research Public Works Director Public Works Director Fulls Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Account 6300.570 - Prof Svc Other Totals Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Sub-Division 000 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Division 000 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00 Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00	11833 - Hyunsoo Hur	03-09-2024	Training Expenses			03/09/2024	04/04/2024	04/04/2024		04/12/2024	614.94
Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 6 \$1,720.23 Division 000 - Non-Div Totals Invoice Transactions 6 \$1,720.23 Department 420 - Engineering Division 000 - Non-Div Sub-Division 00 - Non-Subdiv Account 6300.570 - Prof Svc Other 11984 - Duffy Group, Inc COM-004 Public Works Director Public Works Director Public Works Director Sub-Division 00 - Non-Subdiv Fublic Works Director Public Works Director Public Works Director Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Account 6300.570 - Prof Svc Other Totals Invoice Transactions 1 \$12,975.00 Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00 Sub-Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00 Sub-Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00 Sub-Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00	11995 - Vic Jacobsen - refunds only	03-08-24				03/08/2024	04/04/2024	04/04/2024		04/12/2024	284.88
Division 000 - Non-Div Totals Department 420 - Engineering Division 000 - Non-Div Sub-Division 000 - Non-Subdiv Account 6300.570 - Prof Svc Other 11984 - Duffy Group, Inc COM-004 Contract Research Public Works Director Public Works Director Sub-Division 00 - Non-Subdiv Totals Sub-Division 00 - Non-Subdiv Totals Sub-Division 00 - Non-Subdiv Totals Division 000 - Non-Subdiv Totals Sub-Division 000 - Non-Subdiv Totals Division 000 - Non-Div Totals			Accoun	t 6500.700 - T r	_	_				_	\$1,097.38
Department 420 - Engineering Division 000 - Non-Div Sub-Division 000 - Non-Subdiv Account 6300.570 - Prof Svc Other 11984 - Duffy Group, Inc COM-004 Contract Research Public Works Director Public Works Director Account 6300.570 - Prof Svc Other Totals Sub-Division 00 - Non-Subdiv Totals Division 000 - Non-Div Totals											
Department 420 - Engineering Division 000 - Non-Div Sub-Division 00 - Non-Subdiv Account 6300.570 - Prof Svc Other 11984 - Duffy Group, Inc COM-004 Contract Research Paid by Check Public Works Director # 104357 Account 6300.570 - Prof Svc Other Totals Sub-Division 00 - Non-Subdiv Totals Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00											
Division 000 - Non-Subdiv Sub-Division 00 - Non-Subdiv Account 6300.570 - Prof Svc Other 11984 - Duffy Group, Inc COM-004 Contract Research Paid by Check Public Works Director # 104357 Account 6300.570 - Prof Svc Other Totals Sub-Division 00 - Non-Subdiv Totals Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00 \$12,975.00					Depart	ment 410 - Pl a	anning Totals	Inv	oice Transactions	6	\$1,720.23
11984 - Duffy Group, Inc COM-004 Contract Research Public Works Director Paid by Check Public Works Director Paid by Check Public Works Director Poid by Check Public Works Director Public Works Director Poid by Check Public Works Director Poid Svc Other Totals Sub-Division 00 - Non-Subdiv Totals Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00	Division 000 - Non-Div Sub-Division 00 - Non-Subdiv	Svc Other									
Public Works Director # 104357 Account 6300.570 - Prof Svc Other Totals Invoice Transactions 1 \$12,975.00 Sub-Division 000 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00	11984 - Duffy Group, Inc		Contract Research	Paid by Check		04/05/2024	04/05/2024	04/05/2024		04/12/2024	12,975.00
Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 1 \$12,975.00 Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00 Invoice Transactions 1 \$12,975.00	,					, ,	, ,	, ,		. , -	
Division 000 - Non-Div Totals Invoice Transactions 1 \$12,975.00				/						i i	\$12,975.00
											\$12,975.00
Department 420 - Engineering Totals Invoice Transactions 1 \$12,975.00											\$12,975.00
					Departmer	nt 420 - Engin	eering Totals	Inv	oice Transactions	1	\$12,975.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities		_								
10603 - Verizon Wireless	9959518975	Verizon Wireless March 2024 (972476364- 00001)	Paid by EFT # 4501		03/18/2024	04/03/2024	04/03/2024		04/12/2024	182.86
		Ac	count 6380.12 0) - Utilities Co	mm Mobile &	Pager Totals	Inve	oice Transactions	1	\$182.86
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Inve	oice Transactions	1	\$182.86
				Di	vision 000 - No	on-Div Totals	Inve	oice Transactions	1	\$182.86
			Dep	artment 430 -	Building Inspe	ection Totals	Inve	oice Transactions	1	\$182.86
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Other 0	Charges Promo	tional Activities								
11620 - Certified Folder Display Service, Inc.	610171	Restaurant Guide Disbursement - May 2024	Paid by EFT # 4492		04/01/2024	04/05/2024	04/05/2024		04/12/2024	385.10
		Account 6	600.630 - Oth	er Charges Pro	omotional Act	ivities Totals	Inve	oice Transactions	1	\$385.10
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Inve	oice Transactions	1	\$385.10
				Di	vision 000 - No	on-Div Totals	Inve	oice Transactions	1	\$385.10
				Department 4	440 - Econom	ic Dev Totals	Inve	oice Transactions	1	\$385.10
Department 510 - Recreation & Culture Division 100 - Admin Sub-Division 00 - Non-Subdiv Account 6360.690 - Maint &		lies								
10239 - First Alarm	807679	Cust # 100049121	Paid by EFT # 4495		03/12/2024	03/25/2024	03/25/2024		04/12/2024	37.15
			Account 636	0.690 - Maint	& Repairs Su	pplies Totals	Inve	oice Transactions	1	\$37.15
Account 6400.230 - Materia	al & Suppl Fuel	- Gas and Diesel								
10416 - Monterey County Petroleum-Sturdy Oil Co.	35657A-IN	Regular Ethenol	Paid by Check # 104370		03/26/2024	04/05/2024	04/05/2024		04/12/2024	441.23
			100.230 - Mate	rial & Suppl F	uel - Gas and	Diesel Totals	Inv	oice Transactions	1	\$441.23
Account 6400.652 - Materia		Special Progr / Events	5							
11999 - Ho-Wah Restaurant / Steve Chow	04-13-24	Earth Day Event	Paid by Check # 104387		04/11/2024	04/11/2024	04/11/2024		04/12/2024	2,500.00
		Account 6400.65	2 - Material & S	Suppl Recr Sp	ecial Progr / E	vents Totals	Inv	oice Transactions	1	\$2,500.00
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Inv	oice Transactions	3	\$2,978.38
					Division 100 - A	Admin Totals	Inv	oice Transactions	2	\$2,978.38



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 & Cultur	e								
Division 511 - Youth									
Sub-Division 00 - Non-Subdiv									
Account 6400.652 - Materi	ial & Suppl Rec	r Special Progr / Event	ts						
11784 - John Upshaw John Upshaw - DJ	03-30-24	DJ services	Paid by Check		02/08/2024	03/25/2024	03/25/2024	04/12/2024	225.00
Monterey			# 104388						
		Account 6400.65	52 - Material &	Suppl Recr Spe	ecial Progr / I	Events Totals	Invo	ice Transactions 1	\$225.00
				Sub-Divisi	on 00 - Non-	Subdiv Totals	Invo	ice Transactions 1	\$225.00
					Division 511 -	Youth Totals	Invo	ice Transactions 1	\$225.00
			Dep	artment 510 - R e	ecreation & C	ulture Totals	Invo	ice Transactions 4	\$3,203.38
				Fund	100 - G enera	I Fund Totals	Invo	ice Transactions 78	\$66,664.70



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 110 - Vehicle and Equipment			'							
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other	Charges Leases	& Rents								
11491 - Enterprise FM Trust - Fleet Lease	FBN5010551	Lease Payment/April 2	24 Paid by EFT #		04/03/2024	04/08/2024	04/08/2024		04/12/2024	21,319.73
payments only			4494							
		I I	Account 6600.45	0 - Other Char	ges Leases &	Rents Totals	Invo	ice Transactions	1	\$21,319.73
				Sub-Divis	on 00 - Non-9	Subdiv Totals	Invo	ice Transactions	1	\$21,319.73
				Di	vision 000 - N o	on-Div Totals	Invo	ice Transactions	1	\$21,319.73
				Departm	ent 000 - Nor	-Dept Totals	Invo	ice Transactions	1	\$21,319.73
				Fund 110 - Veh	icle and Equi	pment Totals	Invo	ice Transactions	1	\$21,319,73



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date F	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint	& Repairs Land	scape General								
10446 - New Image Landscape Co.	146401	Landscape Maintenance March	Paid by Chec # 104376	ck	03/31/2024	04/08/2024	04/08/2024	C	04/12/2024	675.00
		2024	# 10 1 370						_	
		Accour	nt 6360.440 - I	Maint & Repairs	Landscape G	eneral Totals	Invo	ice Transactions 1	<u> </u>	\$675.00
				Sub-Divis	ion 00 - Non-9	Subdiv Totals	Invo	ice Transactions 1	[\$675.00
				Di	vision 000 - No	on-Div Totals	Invo	ice Transactions 1	[\$675.00
				Departn	nent 000 - No n	- Dept Totals	Invo	ice Transactions 1	L _	\$675.00
				Fund 130 - L	ibrary Mainte	nance Totals	Invo	ice Transactions 1	L	\$675.00



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 - Utilitie	es Comm Mobile	& Pager							
10603 - Verizon Wireless	9959518975	Verizon Wireless March 2024 (972476364- 00001)	4501		03/18/2024	04/03/2024	04/03/2024	04/12/2024	539.82
			count 6380.120	- Utilities Co	mm Mobile &	Pager Totals	Invo	oice Transactions 1	\$539.82
Account 6380.300 - Utilitie									
10463 - Pacific Gas & Electric		PG&E 6793435313-6	Paid by Check		03/27/2024	04/05/2024	04/05/2024	04/12/2024	1,014.18
	-6		# 104379	200 200 - III+	lities Gas & E	l octric Totals	Inve	oice Transactions 1	\$1,014.18
Account 6380.500 - Utilitie	s Water & Cour	h M	ACCOUNT 0	360.300 - 00	illies das & El	iectric rotais	11100	DICE TRAISACTIONS I	\$1,014.10
10349 - Marina Coast Water District	000056032	Crescent Ave/Costa Del	Paid by Chack		04/05/2024	04/05/2024	04/05/2024	04/12/2024	62.91
10349 - Marilla Coast Water District	040524	Mar East Side	# 104368		07/03/2027	07/03/2027	07/03/2027	07/12/2027	02.91
10349 - Marina Coast Water District	000056084	Crescent/Schuler/Irriga			04/05/2024	04/05/2024	04/05/2024	04/12/2024	68.34
	040524	tion	# 104368		, ,	, ,	, , , , ,	, ,	
10349 - Marina Coast Water District	000056087	Crescent Ave/Costa Del	Paid by Check		04/05/2024	04/05/2024	04/05/2024	04/12/2024	28.34
	040524	Mar Irrigation	# 104368						
10349 - Marina Coast Water District	000056085	Crescent/Whitney	Paid by Check		04/05/2024	04/05/2024	04/05/2024	04/12/2024	28.34
10240 Marina Canat Water District	040524	Irrigation	# 104368		04/05/2024	04/05/2024	04/05/2024	04/12/2024	20.24
10349 - Marina Coast Water District	000056008 040524	Reservation & Del Monte	Paid by Check # 104368		04/05/2024	04/05/2024	04/05/2024	04/12/2024	28.34
10349 - Marina Coast Water District	000056030	Crescent Ave/Reser	Paid by Check		04/05/2024	04/08/2024	04/08/2024	04/12/2024	38.22
103 19 Marina Coast Water District	040524	Rd/Ramada Inn	# 104368		0 1/03/2021	0 1/00/2021	0 1/00/2021	0 1/ 12/ 202 1	30.22
10349 - Marina Coast Water District	000056086	Crescent Ave/Sirena	Paid by Check		04/05/2024	04/08/2024	04/08/2024	04/12/2024	28.34
	040524	Del Mar Irrigation	# 104368		, ,	, ,	, , , , ,	, ,	
			Account 63	80.500 - Utili	ties Water & S	Sewer Totals	Invo	ice Transactions 7	\$282.83
Account 6400.230 - Materi	al & Suppl Fuel	- Gas and Diesel							
10416 - Monterey County Petroleum-Sturdy	/ 35653A-IN	Diesel Fuel	Paid by Check		03/25/2024	04/05/2024	04/05/2024	04/12/2024	913.83
Oil Co.			# 104370						
10416 - Monterey County Petroleum-Sturdy	/ 35657A-IN	Regular Ethenol	Paid by Check		03/26/2024	04/05/2024	04/05/2024	04/12/2024	264.74
Oil Co.		A coount CA	# 104370	ial o Cumal F	ual Caa and l	Diegal Tatala	Troves	ing Transportions 2	¢1 170 F7
Account 6400 722 Materia	al 9 Cumal Cian		00.230 - Mater	iai & Suppi Fi	uei - Gas and	Diesei Totals	11100	pice Transactions 2	\$1,178.57
Account 6400.733 - Materi			Daid by Charle		04/05/2024	04/05/2024	04/05/2024	04/12/2024	440.16
10108 - Capitol Barricade, Inc.	163179	W3-2 Reflective Signs	Paid by Check # 104352		04/05/2024	04/05/2024	04/05/2024	04/12/2024	449.16
				100 733 - Ma	terial & Suppl	Signs Totals	Invo	oice Transactions 1	\$449.16
Account 6400.740 - Materi	al & Sunni Snec	ial Dent Sunni	/ lecourie o	1001755 1110	ceriai a bappi	Digits rotals	11100	Turisactions 1	ψ115.10
10540 - Sierra Springs & Alhambra	9696351	Corp Yard	Paid by Check		04/06/2024	04/08/2024	04/08/2024	04/12/2024	191.84
105 to Sierra Springs & Amanbia	040624	Corp ruru	# 104381		0 1/00/2027	0 1/00/2027	3 1/ 00/ 2027	0 1/ 12/2027	171.07
	3 1002 1	Account	# 10 1301 6400.740 - Mat	orial & Gunnl	Cooriel Dont	Cumml Totals	Inve	oice Transactions 1	\$191.84



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax			'							
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.750 - Mater	ial & Suppl Stre	et Material (non-cap	italize)							
10327 - Las Animas	60902	Supplies	Paid by Check # 104367		03/22/2024	04/03/2024	04/03/2024		04/12/2024	540.23
		Account 6400.750 -		ol Street Mate	rial (non-capit	talize) Totals	Invo	ice Transactions	1	\$540.23
Account 6400.800 - Mater	ial & Suppl Unif	form								
10043 - Aramark Uniform Service	5110438786	PW Supplies	Paid by Check # 104349		04/05/2024	04/05/2024	04/05/2024		04/12/2024	70.51
			Account 640	00.800 - Mater	ial & Suppl Ur	niform Totals	Invo	ice Transactions	1	\$70.51
				Sub-Divis	sion 00 - Non-S	Subdiv Totals	Invo	ice Transactions	15	\$4,267.14
				Di	ivision 000 - N o	on-Div Totals	Invo	ice Transactions	15	\$4,267.14
				Departn	nent 000 - No n	-Dept Totals	Invo	ice Transactions	15	\$4,267.14
				•	Fund 220 - G a	as Tax Totals	Invo	ice Transactions	15	\$4,267.14



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 - Utilitie	es Water & Sev	ver .							
10432 - Monterey One Water - former	13000183	4th Ave Dy Dr	Paid by Check		03/31/2024	04/03/2024	04/03/2024	04/12/2024	333.00
MRWPCA	033124		# 104371						
			Account 6	380.500 - Utili	ties Water &	Sewer Totals	Invo	ice Transactions 1	\$333.00
				Sub-Divis	ion 00 - Non- 9	Subdiv Totals	Invo	ice Transactions 1	\$333.00
				Di	vision 000 - No	on-Div Totals	Invo	ice Transactions 1	\$333.00
				Departm	nent 000 - Nor	-Dept Totals	Invo	ice Transactions 1	\$333.00
				Fund 225 - Na	ational Park S	ervice Totals	Invo	ice Transactions 1	\$333.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment D	ate Invoice Amount
Fund 232 - Seabreeze AD									
Department 000 - Non-Dept									
Division 000 - Non-Div									
Sub-Division 00 - Non-Subdiv									
Account 6360.440 - Maint	& Repairs Land	scape General							
10446 - New Image Landscape Co.	146401	Landscape	Paid by Check		03/31/2024	04/08/2024	04/08/2024	04/12/202	1 218.00
		Maintenance March 2024	# 104376						
		Accou	nt 6360.440 - M a	aint & Repairs	Landscape Go	eneral Totals	Invo	ice Transactions 1	\$218.00
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Invo	ice Transactions 1	\$218.00
				Di	vision 000 - No	on-Div Totals	Invo	ice Transactions 1	\$218.00
				Departn	nent <mark>000 - No</mark> n	-Dept Totals	Invo	ice Transactions 1	\$218.00
				Fund	232 - Seabree	ze AD Totals	Invo	ice Transactions 1	\$218.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint 8	Repairs Lands	cape General								
10446 - New Image Landscape Co.	146401	Landscape Maintenance March 2024	Paid by Check # 104376		03/31/2024	04/08/2024	04/08/2024		04/12/2024	468.00
		Accoun	t 6360.440 - M	aint & Repairs	Landscape Go	eneral Totals	Invo	ice Transactions	1	\$468.00
Account 6380.300 - Utilitie	s Gas & Electric									
10463 - Pacific Gas & Electric	March 2024 313 -6	PG&E 6793435313-6	Paid by Check # 104379		03/27/2024	04/05/2024	04/05/2024		04/12/2024	9.87
			Account	6380.300 - Uti	lities Gas & E	lectric Totals	Invo	ice Transactions	1	\$9.87
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Invo	ice Transactions	2	\$477.87
				Di	vision 000 - N o	on-Div Totals	Invo	ice Transactions	2	\$477.87
				Departm	nent 000 - Non	-Dept Totals	Invo	ice Transactions	2	\$477.87
			Fui	nd 233 - Mont e	erey Bay Estat	tes AD Totals	Invo	ice Transactions	2	\$477.87



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date P	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint	& Repairs Lands	cape General								
10446 - New Image Landscape Co.	146401	Landscape Maintenance March 2024	Paid by Check # 104376		03/31/2024	04/08/2024	04/08/2024	C	04/12/2024	530.00
		Accoun	t 6360.440 - M	aint & Repairs	Landscape G	eneral Totals	Invo	ice Transactions 1	1	\$530.00
Account 6380.300 - Utilitie	es Gas & Electric									
10463 - Pacific Gas & Electric	March 2024 313 -6	PG&E 6793435313-6	Paid by Check # 104379		03/27/2024	04/05/2024	04/05/2024	C	04/12/2024	9.53
			Account	6380.300 - Ut	ilities Gas & E	lectric Totals	Invo	ice Transactions 1	1	\$9.53
				Sub-Divis	sion 00 - Non- 5	Subdiv Totals	Invo	ice Transactions 2	2	\$539.53
				Di	ivision 000 - N o	on-Div Totals	Invo	ice Transactions 2	2	\$539.53
				Departn	nent 000 - Nor	1-Dept Totals	Invo	ice Transactions 2	2	\$539.53
				Fund 235 -	Cypress Cove	II AD Totals	Invo	ice Transactions 2	2	\$539.53



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon									
Department 000 - Non-Dept									
Division 000 - Non-Div									
Sub-Division 00 - Non-Subdiv									
Account 6360.440 - Maint	& Repairs Lands	scape General							
10446 - New Image Landscape Co.	146401	Landscape Maintenance March 2024	Paid by Check # 104376		03/31/2024	04/08/2024	04/08/2024	04/12/2024	249.00
		Accou	nt 6360.440 - M	laint & Repairs	Landscape G	eneral Totals	Invo	ice Transactions 1	\$249.00
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Invo	ice Transactions 1	\$249.00
				Di	vision 000 - No	on-Div Totals	Invo	ice Transactions 1	\$249.00
				Departn	nent 000 - No n	-Dept Totals	Invo	ice Transactions 1	\$249.00
				Fund 251 - (CFD - Locke P	addon Totals	Invo	ice Transactions 1	\$249.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure >	<									
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof S	vc Other									
11847 - BKF Engineers	24031004	Marina Pavement	Paid by Check		03/21/2024	04/03/2024	04/03/2024		04/12/2024	1,962.50
		Management Program	# 104351							
				Account 6300.5	70 - Prof Svc	Other Totals	Invo	ice Transactions	1	\$1,962.50
				Sub-Division	on 00 - Non-S	Subdiv Totals	Invo	ice Transactions	1	\$1,962.50
				Div	ision 000 - No	on-Div Totals	Invo	ice Transactions	1	\$1,962.50
				Departm	ent 000 - Non	-Dept Totals	Invo	ice Transactions	1	\$1,962.50
			Fund 4	422 - Capital Pr	ojects - Meas	sure X Totals	Invo	ice Transactions	1	\$1,962.50



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		<u> </u>							
Department 000 - Non-Dept									
Division 000 - Non-Div									
Sub-Division 00 - Non-Subdiv									
Account 6300.570 - Prof S	vc Other								
10425 - Monterey Peninsula Engineering	12-10-7	Imjin Parkway	Paid by Check		12/31/2023	04/05/2024	04/05/2024	04/12/2024	129,910.84
11004 5140 51 1 0	22 222 24	Widening Project	# 104372		00/04/0004	0.4/0.4/0.00.4	0.4/0.4/0.00.4	0.4/4.2/202.4	E 000 04
11084 - EMC Planning Group	22-003-21	Marina Local Coastal	Paid by Check		03/31/2024	04/04/2024	04/04/2024	04/12/2024	5,932.84
		Program Update March 2024	# 104358						
10316 - Kimley-Horn & Associates	27564866	Salinas Ave Traffic	Paid by Check		02/29/2024	04/08/2024	04/08/2024	04/12/2024	1,120.86
		Study	# 104365						
				Account 6300.5	570 - Prof Svc	Other Totals	Invo	ice Transactions 3	\$136,964.54
				Sub-Divis	sion 00 - Non- 9	Subdiv Totals	Invo	ice Transactions 3	\$136,964.54
				Di	ivision 000 - N o	on-Div Totals	Invo	ice Transactions 3	\$136,964.54
				Departn	nent 000 - No r	1-Dept Totals	Invo	ice Transactions 3	\$136,964.54
				Fund 462 - (City Capital Pr	ojects Totals	Invo	ice Transactions 3	\$136,964.54



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amour
Fund 555 - Marina Airport Department 000 - Non-Dept Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof 9		5 6 1 10 1	5 · · · · · · · · · · · · · · · · · · ·		0.4.4.0.40.00.4	0.4/0.4/0.00.4	0.4/4.0/0.00.4		0.4.4.0.40.00.4	4 0 40 7
10315 - Keyser Marston Associates	0038672	Professional Services- Joby CIIP Revenue March 2024	Paid by EFT # 4497		04/10/2024	04/24/2024	04/10/2024		04/12/2024	1,343.7
Account 6360.050 - Main	t & Renairs Build	lina		Account 6300.5	570 - Prof Svc	Other Totals	Inv	oice Transactions	5 1	\$1,343.7
10239 - First Alarm	812296	Bldg 510 Service Call/Labor	Paid by EFT # 4495		03/22/2024	04/22/2024	04/10/2024		04/12/2024	231.2
		Call/ Labol		50.050 - Maint	& Renairs Bu	uilding Totals	Inv	oice Transactions	: 1	\$231.2
Account 6360.440 - Main	t & Repairs Land	scape General	, 1000 a. 10				2111	0.00	- -	Ψ=0=1=1
10236 - La Sirenita Tree Service	0026	Trimming/Removal Airport	Paid by Check # 104366		03/18/2024	04/11/2024	04/04/2024		04/12/2024	4,950.0
		Account	6360.440 - Ma	aint & Repairs	Landscape G	eneral Totals	Inv	oice Transactions	5 1	\$4,950.0
Account 6360.450 - Main	•	t & Repairs								
.1299 - JR Fencing	9604	First section of Fence/Barbwire replacement	Paid by Check # 104364		04/08/2024	04/22/2024	04/08/2024		04/12/2024	2,340.0
		'	unt 6360.450 -	Maint & Repa	irs Maint & R	epairs Totals	Inv	oice Transactions	· 1	\$2,340.0
Account 6380.120 - Utilit	ies Comm Mobile	e & Pager								
10603 - Verizon Wireless	9959518975	Verizon Wireless March 2024 (972476364- 00001)	Paid by EFT # 4501		03/18/2024	04/03/2024	04/03/2024		04/12/2024	194.7
		Ac	count 6380.12 0) - Utilities Co	mm Mobile &	Pager Totals	Inv	oice Transactions	5 1	\$194.7
Account 6380.500 - Utilit	ies Water & Sew	rer								
10349 - Marina Coast Water District	March 56 096	3271 Imjin Rd (000056 096)	# 104368		03/28/2024	04/15/2024	04/09/2024		04/12/2024	166.8
10349 - Marina Coast Water District	March 56 097	3200 Imjin Rd (000056 097)	Paid by Check # 104368		03/28/2024	04/15/2024	04/09/2024		04/12/2024	501.3
10349 - Marina Coast Water District	March 56 051	721 Neeson Rd Bldg 533 (000056 051)	Paid by Check # 104368		03/28/2024	04/15/2024	04/09/2024		04/12/2024	195.6
10349 - Marina Coast Water District	March 56 044	781 Neeson Rd Bldg 520 (000056 044)	Paid by Check # 104368		03/28/2024	04/15/2024	04/09/2024		04/12/2024	161.3
10432 - Monterey One Water - former MRWPCA	13-002930 033124	3200 Imjin Rd (13- 002930)	Paid by Check # 104371		03/31/2024	04/24/2024	04/08/2024		04/12/2024	1,100.0
10432 - Monterey One Water - former MRWPCA	13-000143 033124	3220 Imjin Rd (13- 000143)	Paid by Check # 104371		03/31/2024	04/24/2024	04/08/2024		04/12/2024	33.4
		,	Account 6	380.500 - Utili	ties Water &	Sewer Totals	Inv	oice Transactions	· 6	\$2,158.52
Account 6400.230 - Mate										
10416 - Monterey County Petroleum-Sturd Dil Co.	dy 35657A-IN	Regular Ethenol	Paid by Check # 104370		03/26/2024	04/05/2024	04/05/2024		04/12/2024	264.7
		Account 64	00.230 - Mate	rial & Sunni F	uol - Gas and	Diecel Totals	Inv	oice Transactions	. 1	\$264.74



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 6600.490 - Other	Charges Memb	ership Prof Orgs								
11993 - Airport Monitoring Systems	INV-000151	One year Subscription	Paid by Check		04/01/2024	05/03/2024	04/04/2024		04/12/2024	1,995.00
LLC/Airport Monitoring		for Airport Monitoring	# 104346							
		Account 6	6600.490 - Othe	er Charges Me	mbership Pro	f Orgs Totals	Invo	ce Transactions	1	\$1,995.00
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Invo	ce Transactions	13	\$13,478.03
				Di	vision 000 - No	on-Div Totals	Invo	ce Transactions	13	\$13,478.03
				Departm	nent 000 - Non	-Dept Totals	Invo	ce Transactions	13	\$13,478.03
				Fund 5	55 - Marina A	irport Totals	Invo	ce Transactions	13	\$13,478.03
						Grand Totals	Invo	ce Transactions	119	\$247,149.04



Payment Date Range 04/05/24 - 04/05/24

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 Re	etiremt									
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.015 - ROPS	#15- Website	Hosting Services								
10143 - Civicplus	291646-SA	Quarterly Website	Paid by EFT #		04/01/2024	04/01/2024	04/01/2024		04/05/2024	425.12
		Hosting and Support	96							
		Account	6650.015 - RO	PS #15- Websi	te Hosting Se	rvices Totals	Invo	ice Transactions	1	\$425.12
				Sub-Divis	ion 00 - Non-S	Subdiv Totals	Invo	ice Transactions	1	\$425.12
				Di	vision 000 - No	on-Div Totals	Invo	ice Transactions	1	\$425.12
				Departm	ent 000 - Non	-Dept Totals	Invo	ice Transactions	1	\$425.12
			Fund 758 -	Successor Age	ency Oblig Re	tiremt Totals	Invo	ice Transactions	1	\$425.12
						Grand Totals	Invo	ice Transactions	1	\$425.12



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 Ret	iremt									
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.010 - ROPS :	#10-Financial,	RE Advisory Svc								
10948 - Applied Best Practices	29285	Filed FY22-23 CDAR on	Paid by Check		04/03/2024	04/05/2024	04/05/2024		04/12/2024	1,500.00
		EMMA TAB-Continuing								
		Disclosure Annual Repo					_			
		Account 6 0	650.010 - ROP	S #10-Financi	al, RE Adviso	r y Svc Totals	Invoi	ce Transactions	1	\$1,500.00
				Sub-Divisi	on 00 - Non-S	ubdiv Totals	Invoi	ce Transactions	1	\$1,500.00
				Div	ision 000 - No	n-Div Totals	Invoi	ce Transactions	1	\$1,500.00
				Departm	ent 000 - Non	-Dept Totals	Invoi	ce Transactions	1	\$1,500.00
			Fund 758 -	Successor Age	ncy Oblig Ret	tiremt Totals	Invoi	ce Transactions	1	\$1,500.00
						Grand Totals	Invoi	ce Transactions	1	\$1,500.00





Agenda Item: <u>10b(1)</u> City Council Meeting of April 6, 2024

MINUTES

Tuesday, April 2, 2024

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: Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:
- 4. CLOSED SESSION: None

- 5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
- 6. SPECIAL PRESENTATIONS: None
- 7. COUNCIL AND STAFF ANNOUNCEMENTS:
- Council Member McAdams Special Recreation and Cultural Services Commission meeting on Wednesday, April 3, 2024, at 6:30 PM
- Recreation Director Wiler Announced recreation sports events. Starting April 5, 2024 the Marina recreation department will go live with online registration and payments. Spoke about the Bikefest event on April 13, 2024 at the Marina Pump Track.
 - 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.

None received.

- 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. <u>CONSENT AGENDA:</u> 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 104077-104281, totaling \$554,454.44.
 - b. MINUTES: (Not a Project under CEQA per Article 20, Section 15378)
 - (1) March 5, 2024, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None

- f. ADOPTION OF RESOLUTIONS: (Not a Project under CEQA per Article 20, Section 15378)
 - (1) Adopting **Resolution No. 2024-28**, fixing and levying a special tax for principal and interest payments and administrative costs on the City's 2015 General Obligation Refunding Library Bonds for Fiscal Year 2024-2025; and **Resolution No. 2024-29**, certifying compliance with State Law (Proposition 218) with respect to special taxes for the 2015 General Obligation Refunding Library Bonds Tax Levy for Fiscal Year 2024-2025. (This item is exempt from environmental review per \$15378 of the CEQA guidelines)
- g. <u>APPROVAL OF AGREEMENTS</u>: (Not a Project under CEQA per Article 20, Section 15378)
 - (1) Adopting **Resolution No. 2024-30**, approving Amendment No. 2 to the agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services to complete the plans for widening of Imjin Parkway between Reservation Road and Imjin Road. (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): None
- k. FUNDING & BUDGET MATTERS: None
- 1. APPROVE ORDINANCES (WAIVE SECOND READING):
 - (1) **Objective Zoning Standards** Read by Title Only and adopting **Ordinance No. 2024-02**, amending Marina Municipal Code sections 17.04 (Definitions), Article 2 (Zoning Districts, Use and Development Standards), Article 4 (Regulations and Standards Applicable to All Zones), and Article 5 (Regulations for Specific Land Uses) to accommodate the aAdoption of Objective Design Standards.
 - (2) **Housing Element Implementation** Read by Title Only and adopting **Ordinance No. 2024-03**, amending Chapter 17.44 (Parking Ordinance) to implement Program 3.1 of the Housing Element. (This item is exempt from environmental review per §15378 of the CEQA guidelines).
- m. APPROVE APPOINTMENTS:

Council Member McCarthy – Agenda item 10l(1) asked about putting a 60-day timeline on bring the window issue in the Object Design Standards back to council.

MCCARTHY/MCADAMS: MOVE TO APPROVE THE CONSENT AGENDA WITH THE ADDITION THAT UNDER ITEM 10L(1), THE OBJECTIVE DESIGN STANDARDS THAT THE ITEM ON WINDOWS WILL BE BROUGHT BACK WITHIN 60 DAYS. 5-0-0-0 Motion Passes

- 11. <u>PUBLIC HEARINGS:</u> 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. Adopting **Resolution No. 2024-31** denying the appeal of a Coastal Development Permit (CDP 23-0004) approved by the Planning Commission on February 8, 2024. The application is for the legalization of an

existing single-family residence, the installation of a new 5,000-gallon water storage tank, and the development of a new detached garage. The property is in the coastal zone. The project is exempt from CEQA per Sections 15301 (Existing Facilities) and 15303 (New Construction). *Continued from March* 19, 2024.

Public Comments:

- Jim Perrine Spoke about the property and the this being a temporary water source. Noted 20-years ago city committed to extend sewer and water facilities down Lake Court, nothing transpired. Asked Council for a favorable consideration of this matter to deny the appeal, to allow the improvement down there on Lake Court to, and so that we can enhance that section of the community.
- Cristina Medina Dirksen Supports the applicant and asked council to deny the appeal.
- Robert Despozo Supports the applicant and asked the council to deny the appeal.
- Carlos Supports the applicant and asked the council to deny the appeal.
- Jeff Markham Supports the planning commission's decision and urges council to deny the appeal.

Council discussed County Ord. 1836 and County Code 15.04.085(c) versus Marina ordinance and codes; appropriate use of public funds; restriction on storage tanks within districts; electric homes only, potable water storage maintenance, COA annual testing, esthetics of storage tank to blend in with nature.

DELGADO/MCCARTHY: THAT WE DENY THE APPEAL AND AS CONDITIONS OF APPROVAL IN ADDITION TO THOSE THE PLANNING COMMISSION HAS MADE ADD:

- (1) THE WATER TANK VISIBILITY WILL BE MINIMIZED OF A SAND OR OTHER COLOR THAT BLENDS IN AS MUCH AS POSSIBLE.
- (2) THAT WE CONFIRM THAT NO ADUS WOULD BE ALLOWED, IN WRITING THAT WE CONFIRMED THERE'D BE NO RESIDENTIAL USE OF THE NEW GARAGE.
- (3) THAT IF PUBLIC WATER CONNECTION WAS PROVIDED DOWN LAKE COURT THAT IT WOULD BE A REQUIREMENT FOR THE, OWNER TO CONNECT TO THAT WATER LINE WITHIN 2 YEARS OR SO AFTER THE PUBLIC WATER IS PROVIDED AT STREET LEVEL.
- (4) SHORTEST TANK POSSIBLE TO MEET THE 5,000 AND IT'S TOLD THE STANDARD HEIGHT.
- (5) THIS WOULD NEED TO BE RENEWED IN 10 YEARS AND THE RENEWAL SHALL INCLUDE AN ASSESSMENT OF THE PROPERTY TO ENSURE NO ADDITIONAL DEVELOPMENT OTHER THAN WHAT IS AUTHORIZED RIGHT NOW TO ENSURE COMPLIANCE OF THE CONDITIONS.

5-0-0-0 Motion Passes

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

13. <u>OTHER ACTION ITEMS:</u> 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. 2024-, accepting and authorizing submission of the revised five (5) year Airport Capital Improvement Plan (ACIP) for Federal Aviation Administration (FAA) grant funded airport improvement projects, and; approving a grant agreement between City of Marina and Federal Aviation Administration (FAA) for the Airport Improvement Program (AIP) 2023 designated project Rehabilitate Taxilane Design Only, in the amount of \$133,200, and; Authorizing application for and acceptance of a State match grant in the amount of \$6,660. (This item is exempt from environmental review per \$15378 of the CEQA guidelines) This item did not require any action and was not discussed.
- b. Council update on future Police, Fire and Community Facilities and potential General Obligation Bond ballot measure.

Presentation provided by Charles Heath, TeamCivX on the mailer, timelines, public education and outreach strategy.

Public Comments:

• Cristina Medina Dirksen – Asked if there would be more solid projections as to what it's going to cost people, will it be part of the communications? Will there be an oversight committee? Looking forward to supporting this.

Council discussed homeowners versus renter voters; Possible other ballot measures that might drive a certain demographic out to the poles; possibility of placing sale of city owned property on a ballot, concerned with 2 ballot measures on the ballot that might end up killing both measures. Misplaced residents in affordable units if city owned property sold. June 18th survey results for ballot measure decision. QR Code for Outreach languages would be helpful. Deferred maintenance plan for aging facilities. Costs to bring ADA Compliance for existing facilities. Offset costs by selling city owned facilities. AC1 Ballot measure passes can monies go towards ballfields.

- 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. <u>ADJOURNMENT</u>: The meeting adjourned at 10:05 PM

	Anita Sharp, Deputy City Clerk
ATTEST:	
Bruce C. Delgado, Mayor	

April 16, 2024 Item No. **10f(1)**

Honorable Mayor and Members Of the Marina City Council City Council Meeting of April 16, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING SUPPORT OF USING GRANT FUNDING FROM STATE COASTAL CONSERVANCY FOR ACCESS IMPROVEMENTS AT THE FORT ORD DUNES STATE PARK

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2024-, approving the grant of funds from the State Coastal Conservancy for Monterey Bay Coastal Trail – Fort Ord Dunes State Park access improvements.

BACKGROUND:

In 2023 staff became aware of possible grants available from the California State Coastal Conservancy for improving access to the coast and beaches. City staff met with officials from the California State Coastal Conservancy (SCC) in October 2023 and toured the four primary beach access points in Marina, all of which do not allow those with mobility impairment or challenges to access the beach nor provide ADA-accessible pathways Of those sites, the Fort Ord Dunes State Park was identified as a site that could potentially qualify for these grants.

City Council approved an agreement with EMC Planning Group, Inc. (EMC) at its December 19th City Council meeting (Resolution No. 2023-137) (**EXHIBIT A**), authorizing EMC staff to prepare a grant application to SCC for funding coastal access trail improvements at the Fort Ord Dunes State Park (**EXHIBIT B**). EMC submitted the application to SCC on March 12th, 2024. As a condition for approval, SCC requires support from the administrative body before they can proceed with the application.

ANALYSIS:

The grant application (**EXHIBIT C**) would be for preparation of planning, design, permitting, and CEQA documentation for coastal access improvements at the Fort Ord Dunes State Park parking lot at the 8th street entrance adjacent to the Monterey Bay Coastal Recreation Trail. The goal of the grant is to begin the process to improve once access point to the beach in the City of Marina so that all residents and visitors regardless of age, physical ability, or mobility challenges will be able to access the beach.

Currently at the site there is a beach access trail providing emergency vehicle access, and a trail to a viewing area built in early 2000. The 450-foot trail to the viewing area and platform itself are covered in sand with no bench for the viewing area, making the area no longer ADA-accessible. The trailhead shows significant erosion as a result of stormwater runoff.

A fence currently along the trail to the viewing platform is made of chicken wire and is frequently cut and jumped by visitors, thereby increasing public safety issues, and further eroding the dune entrance. There are chemical toilets at this parking lot, which State Parks staff identified as a high priority area to upgrade facilities into vault toilets. Dumpsters located at this site would also benefit from having an enclosure built.

Because of previous planning, design, sand movement and bluff erosion, the trails have not been resilient and require significant improvements to improve public safety operations and visual appeal. What is present at the site now does not reflect improvements typically associated with a viewing area.

The application completed by EMC identified several key areas where funding would be allocated towards the following:

- 1. Approximately 1,500 linear feet of coastal trail and emergency vehicle access improvements;
- 2. Installation of wayfinding coastal access, educational and directional signs;
- 3. One (1) restroom with two (2) vault toilets;
- 4. Installation of a more visually appealing fence to and around the viewing platform;
- 5. Dumpster enclosure;
- 6. Approximately 0.4 acres of dune restoration if/where required as mitigation for access improvements; and
- 7. Replace or relocate current boardwalk and viewing platform with bench and signage.¹

Long-term management and maintenance of the existing trails and facilities would be maintained jointly by the City Public Works and the California Department of State Parks staff². As part of the planning project funded by this grant, the City will develop a long-term management and maintenance plan as part of the permit.

FISCAL IMPACT:

The grant from SCC will fund 100% of the costs to develop and prepare the site plans for the beach access improvements as well as cover all the permitting costs. The City will be applying for a second SCC grant to fund 100% of the improvements.

The City will be required to fund the maintenance costs of the new improvements. These costs will be determined at a later date once the plans are developed.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,	REVIEW/CONCUR
Cyrah Caburian Executive Assistant City of Marina	Layne Long City Manager City of Marina

¹ As identified by SCC and State Parks staff and as part of the grant application, the project would include having a stormwater engineer study the behavior of stormwater runoff in this area. The stormwater engineer would also prepare a stormwater run-off control plan and recommend design improvements which include stormwater run-off measures to protect the trail improvements from future erosions. It is from this study which will assess whether a viewing platform and boardwalk in the current location would be maintained long-term due to the sand movement and bluff erosion.

² It should be noted that the property is owned by State Parks, who support the project and provided a letter of intent committing to working with Marina to plan for the proposed project (Exhibit A of the grant application). A written agreement would be prepared between State Parks and Marina during the planning process.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE GRANT OF FUNDS FROM THE STATE COASTAL CONSERVANCY FOR MONTEREY BAY COASTAL TRAIL - FORT ORD DUNES STATE PARK ACCESS IMPROVEMENTS

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy ("Conservancy") under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

WHEREAS, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy's Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of limited funding; and

WHEREAS, at its June 6, 2024 meeting, the Conservancy expects to adopt a resolution authorizing a grant to City of Marina ("grantee") for the Monterey Bay Coastal Trail – Fort Ord Dunes State Park Access Improvements ("the project"). The resolution to be adopted by the Conservancy is pursuant to and is included in the Conservancy staff recommendation (Project No. 24-024-01), a copy of which is on file with the grantee and with the Conservancy; and

WHEREAS, the Conservancy requires that governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Conservancy.

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

- 1. Approve the award of grant funding from the Conservancy for the project.
- 2. Agree to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the project.
- 3. Authorize the City Manager, or his designee, to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement.

PASSED AND ADOPTED by the Marina City Council at a regular meeting duly held on the 16th day of April 2024 by the following vote:

AYES: COUNCIL MEMBERS: NOES: COUNCIL MEMBERS:	
ABSENT: COUNCIL MEMBERS:	
ABSTAIN: COUNCIL MEMBERS:	
	Bruce C. Delgado, Mayor
ATTEST:	Bruce C. Delgado, Mayor
TITIOT.	
Anita Sharp, Deputy City Clerk	

RESOLUTION NO. 2023-137

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: Visscher, McCarthy, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Medina Dirksen

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:	Bruce C. Delgado, Mayor
MILDI.	
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:

Cyrah Cahurian City of Marina November 30, 2023, Page 2

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.

Cyrah Caburian City of Marina November 30, 2023, Page 3

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 preapplication.

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.

Cyrah Caburian City of Marina November 30, 2023, Page 4

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

Esme Wahl

EMC Planning Group Fee Schedule









EMC PLANNING GROUP INC. A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2023)

Principals	Hourly Billi	ng 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	N	Ionitoring 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



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 Submitall											
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
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NOTE: This proposed budget is valid for 90 days

December 5, 2023 Item No. <u>13c</u>

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, preapplication 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.

CONCI	LUSION:
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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

CITY OF MARINA AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

Recitals

- A. City desires to retain Contractor for the preparation of a grant application to the California Coastal Conservancy for funding coastal access trail improvement at Fort Ord Dunes State Park and Lake Court.
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For 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:

Scope of Work.

- (a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. 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, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable

federal, state and local laws and regulations and all other contingencies or considerations.

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

2. Term of Agreement & Commencement of Work.

- (a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire December 31, 2024 and will automatically be extended unless terminated by either party 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) 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 in an amount not to exceed \$33,647.50 (Thirty-three thousand six hundred forty-seven dollars and fifty cents) in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference.
- (b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within 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 Exhibit B.
- (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.
- (f) There shall be no charge for transportation within Monterey, Santa Cruz and San Benito Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

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 <u>Layne Long</u>, <u>City Manager</u> or his designee 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 <u>Esme Wahl</u>, <u>Associate Planner</u> 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: Esme Wahl and other EMC Planning Group personnel of their choosing.

6. Delegation of Work.

- (a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. 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. <u>Skill of Employees</u>. 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. <u>Confidential and Proprietary Information</u>. 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.
- (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 contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.
- 11. <u>Disclosure</u>. 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. <u>Indemnification</u>.

- (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 (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). 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 indemnification 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 by Contractor are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, the design professional shall (1) immediately defend (with independent counsel

reasonably acceptable to the City) and (2) indemnify the City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then design professional's indemnification 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 statues or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Contractor from its separate and distinct obligation to defend the City. 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 immediately 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) The review, acceptance or approval of the Contractor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. 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 completion of the services or the termination of this Agreement or this Section.

14. <u>Insurance</u>.

(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. <u>Independent Contractor</u>. 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. <u>Claims for Labor and Materials</u>. 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. <u>Discounts</u>. 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. <u>Cooperation; Further Acts.</u> 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. <u>Dispute Resolution</u>. If any dispute arises between the parties as to proper interpretation or

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

20. Compliance with Laws.

- (a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.
- (b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 et seq., as applicable, and laws dealing with prevailing wages, apprentices and hours of work.
- (c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.
- 21. <u>Assignment or Transfer</u>. 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.** <u>Notices</u>. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager, City of Marina

211 Hillcrest Avenue Marina, California 93933

To Contractor: Esme Wahl, Associate Planner

601 Abrego Street

Monterey, California 93940

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. <u>Amendments, Changes or Modifications</u>. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.
- 24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state of 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. <u>Attorney's Fees</u>. 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. <u>Successors and Assigns.</u> 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. <u>Authority to Enter Agreement</u>. 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. <u>Waiver</u>. 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. <u>Severability.</u> 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. <u>Construction, References, Captions.</u> 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 work days. 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 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. <u>Counterparts.</u> This Agreement may be signed in counterparts, each of which shall

constitute an original.

- 33. Time. Time is of the essence in this contract.
- 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

Michael Groves, EMC President Date: 2-7-24

Approved as to form:

René A. Ortega, City Attorney

Authority: Resolution 2023-137

Attested:

Anita Sheperd-Sharp, Deputy City Clerk Date: 2-12-24

RESOLUTION NO. 2023-137

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: Visscher, McCarthy, Biala, Delgado

NOES: COUNCIL MEMBERS: None

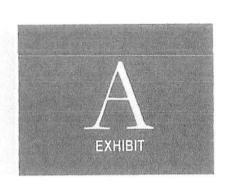
ABSENT: COUNCIL MEMBERS: Medina Dirksen

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

EMC Planning Group Fee Schedule



INSERT EXHIBIT B

- FEE SCHEDULE -

Cyrah Caburian City of Marina November 30, 2023, Page 4

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

Came Wahl

Cyrah Caburian City of Marina November 30, 2023, Page 3

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 preapplication.

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.

Cyrah Caburian City of Marina November 30, 2023, Page 2

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.



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

FEE SCHEDULE

(Effective January 1, 2023)

Principals H	Iourly Billin	ng 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	M	lonitoring 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



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					I T I E			
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				- 3				
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 Submitall		7 38	- 7 5					
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

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NOTE: This proposed budget is valid for 90 days

EXHIBIT C - INSURANCE

Contractor 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 Contractor, 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 Contractor 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 Contractor provides written verification it has no employees)
- 4. **Professional Liability (Errors and Omissions):** Insurance appropriates to Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor 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 Contractor. 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 Contractor 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 Contractor'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, Contractor'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 Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Contractor 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 Contractor'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

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor 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 Contractor'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

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor 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 special circumstances.

STATE COASTAL CONSERVANCY GRANT APPLICATION

Please read the Grant Application Guide, <u>found at this link</u>: <u>https://scc.ca.gov/webmaster/ftp/pdf/forms/SCC_Application-Guide.docx</u>, to

help you fill out this application.

Submit your application to grants@scc.ca.gov

SUMMARY INFORMATION

CONTACT INFORMATION

Organization:	City of Marina
Contact Person:	Layne Long / Esme Wahl
Email:	llong@cityofmarina.org / wahl@emcplanning.com
Phone:	831-884-1224 / 831-649-1799
Webpage (if applicable):	https://cityofmarina.org/

PROJECT INFORMATION

Project Name	Fort Ord State Park Coastal Access Improvements
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Project Summary (<u>1 sentence</u>)	The project will include preparation of planning, design, permitting and CEQA documentation for coastal access improvements at Fort Ord Dunes State Park parking lot and adjacent Monterey Bay Coastal Recreation Trail including 1) improvements to an eroded 1,500-foot beach access trail; 2) improvements to sustain emergency vehicle access to the beach; 3) a twin-vault restroom; 4) educational and directional signs; 5) replacement or potential re-siting of a historic 450-foot accessible boardwalk and viewing platform with benches and interpretive signage (with a more resilient boardwalk design); and 6) dune restoration if/where required as mitigation for access improvements.
Amount Requested	\$725,000
Total Project Cost	\$725,000
Estimated Start Date	August 2024
Estimated End Date	March 2026
Project Type: (check all that apply)	☑Planning ☐Acquisition ☐Implementation
Total Acres (if applicable)	0.4-acre restoration as mitigation for trail impacts
Total Trail Miles (if applicable)	Approximately 0.28 miles (1,500 linear feet)
Assessor Parcel Numbers (Acquisition projects only)	031-031-001-000

LOCATION INFORMATION

County(ies)	Monterey County
Specific Locations	Fort Ord Dunes State Park, around 8 th Street Parking Lot
Latitude, Longitude (e.g., 37.80630, -122.2735)	36.393772, -121.491589
What point is represented by the lat/long (e.g. parking lot, center of site, etc.)	Parking Lot

Is project in, or within 0.5 miles of, a	⊠Yes	□No	□Partially
Disadvantaged Community? (mapping tool:			
https://www.parksforcalifornia.org/communities/?overlays=parks)			

LEGISLATIVE DISTRICTS

District	Number, Name of Representative
State Assembly	District 29, Robert Rivas
State Senate	District 17, Senator Laird
Congress	District 19, Jimmy Panetta

PROJECT DESCRIPTION

Complete each of the elements of the project description below with clear, but detailed answers. Add space to each answer as necessary but stay within the suggested limits. Refer to the <u>Grant Application Guide</u> for specific assistance on each question.

1. Site Description (1-2 paragraphs).

The proposed project is located at Fort Ord Dunes State Park within unincorporated Monterey County and directly adjacent to the City of Marina city-limits and California State University Monterey Bay (see Figure 1, Project Location). Marina is a small town that is designated as a disadvantaged community and is located in the southern Monterey Bay, bordered by State Route 1 and the Pacific Ocean to the west, the Salinas River and agricultural land to the north, Fort Ord State Park and agricultural land to the east, and the City of Seaside to the south.

Marina's coastline is characterized by an expansive dune ecosystem with sand dunes rising over 100-feet in elevation from the shore (see Figure 8, Marina Dunes). Marina currently has four coastal access points along its four-mile coastline, with three of the four coastal access points located in the northern section of the City's coastline. Only one coastal access area is located in the southern portion of the City, at Fort Ord Dunes State Park. Additionally, only one of the four coastal access points in Marina provides visitors with parking close to the beach. The three other coastal access points within the City require visitors to walk over a quarter-mile on unimproved sandy trails over the dunes to access the beach.

The coastal access in the southern portion of Marina is at Fort Ord Dunes State Park. There is a parking lot which is accessed from 8th Street. The coastal access at Fort Ord Dunes state park is also accessed by walkers, runners and bicyclists using the Monterey Bay Coastal Recreation Trail and Beach Range Road, both of which run adjacent to Fort Ord Dunes State Park. The Parking Lot currently includes two chemical toilets; a trail to an overlook (both of which have been covered by sand); a trail to the beach which is currently deeply rutted out and unsafe for use; and a road used for emergency vehicle access (see Figure 2, Project Location Overview; Figure 3, Viewing Platform and Coastal Amenities Improvements; and Figure 4, Beach Access Trail Improvements).

2. **Project Need** (one paragraph). Describe the specific problem, issue, or unserved need the project will address.

Fort Ord Dunes State Park is Marina's only coastal access point located in the southern portion of town. The nearest coastal access point to the south is located three miles away at Tioga Avenue in Sand City and 1.5 miles to the north at Lake Court Drive. The City of Marina is designated as a disadvantaged community, with some portions designated as severely disadvantaged. Additionally, California State University Monterey Bay (CSUMB) is located one-mile east of Fort Ord Dunes State Park. Marina's disadvantaged community and students at CSUMB are lacking access to the coast in the southern portion of Marina.

Additionally, as a result of Marina's coastal topography which is comprised of a large and steep coastal dune ecosystem that requires a long walk from the nearest parking to the beach, residents and visitors face topographical barriers to accessing the coast in Marina.

At Fort Ord Dunes State Park specifically, the conditions of the existing coastal access trail, viewing area, and public facilities are in great need of improvement. The existing trail to the viewing platform and the viewing platform itself is covered in sand and there is no bench at the viewing platform for visitors to use and enjoy the view (See Figure 5, Site Photos). Additionally, the fence along the trail to the viewing platform and around the perimeter of the viewing area is a chicken wire fence that is not visually pleasing, and is frequently cut and jumped by visitors, which poses safety issues and results in erosion to the dune (See Figure 7, Existing Viewing Platform). The existing trail to the beach, which is also used by emergency vehicles for public safety and rescues, has been deeply eroded and is posing a threat to visitor access as well as to public safety operations (See Figure 6, Existing Beach Access at Trailhead). State Parks has identified upgrading the chemical toilets at this frequently used parking area with vault toilets as a high priority. The dumpsters located in view as visitors drive in are visually unappealing and would benefit from having an enclosure built.

In summary, Fort Ord Dunes State Park is one of two coastal access area with a parking lot in Marina for coastal users, and is the only coastal access point in southern Marina. The existing viewing area and trail to the beach are in states of disrepair and could become unsafe for use soon. Planning for improvements to the existing facilities, and research into whether an ADA compliant boardwalk and viewing platform could be achieved to support disabled access in this disadvantaged community is a high priority for the City of Marina and State Parks alike, and is a great need for the residents and students in the area.

3. **Project Activities** (1-3 paragraphs). Describe specifically how the proposed project will address the project need identified in #2 above.

The project will identify multiple needs identified above: 1) the proposed trail improvements will safely connect students of CSUMB, residents in the southern portion of Marina, and visitors to Marina's shoreline and beach; 2) the project has the opportunity to provide people with disabilities and Marina's senior population with access to the viewing platform, if an ADA accessible boardwalk is deemed possible based on studies which will take place during the planning and design phase; 3) the project will address dune erosion and safety issues related to the cutting and jumping of the existing fence around the viewing platform; 4) the project will enhance coastal access in a disadvantaged community; 5) the project will increase amenities with the replacement of the chemical toilets with a twin-vault toilet; 6) the project will result in aesthetic improvements to the area; and 7) the project will protect public safety by

planning for necessary improvements to the existing trail to the beach which is used by visitors and by emergency vehicles as a main (and one of the only) points of access for rescues in Marina.

Technical studies, a biological resource assessment, special-status species surveys, an archaeological assessment, topographical surveying, a sea level rise and coastal hazards assessment, and an assessment of stormwater run-off will be completed and will inform the types of trail improvements (boardwalk vs sandy trail) which can be implemented to be resilient over time. In the case that trail alignments are re-routed and habitat is impacted, a habitat restoration plan will be prepared. The technical studies, and close coordination with State Parks staff, will inform schematic level plans prepared by a Landscape Architect. The schematic plans will include trail orientation and improvements, wayfinding signs, interpretive educational signs, a potential viewing platform with benches and enhanced fencing, erosion control measures, a twin-vault restroom, and a dumpster enclosure.

Involving the surrounding community as well as State Parks in project design will be an important aspect of the project, and thorough community outreach and tribal consultation is included in the scope. A community engagement plan will be prepared early in the process to identify key stakeholders and tribes, and to plan out the most effective methods for community engagement through information sharing, community meetings and site visits, outreach materials, and social media posts.

Community and Stakeholder review of the schematic plans will inform 30% design plans, which will include habitat restoration and erosion control. Based on 30% design plans, CEQA environmental review will occur. Based on further review, 95% design plans will be developed and a Coastal Development Permit application to the California Coastal Commission will be prepared and submitted, as well as permit applications to CDFW and USFWS for Incidental Take Permits, if deemed necessary.

4. **Project Outcomes.** To the extent known, provide information on both the quantitative and qualitative project outcomes. See application guide for sample project outcomes.

<u>Quantitative Outcomes</u> (e.g. Acres of habitat restored; Miles of trail planned or built; Number of each type of access amenities; Number of community members engaged in project, etc.)

- Approximately 1,500 linear feet of coastal trail/emergency vehicle access improvements, including a possible section of raised ADA compliant boardwalk;
- Approximately 0.4 acres of dune restoration;
- Wayfinding coastal access signs;
- Two (2) educational interpretive signs;
- Two (2) community workshops;

- Tribal Consultation and meetings with up to four (4) Tribes;
- Up to ten (10) coordination meetings with State Parks;
- One (1) restroom with up to two (2) vault toilets;
- Visually appealing fence to and around viewing platform;
- Dumpster enclosure; and
- Potential viewing platform with bench (if studies show it is possible given nature of sand movement).

<u>Qualitative Outcomes</u> (e.g. Habitat functions restored; Integration of community input into project/design plan; Tribal access to land restored, etc.)

- Integration of community input into project design;
- Partnership between the City of Marina and California Department of State Parks;
- Increased recreational opportunities for a disadvantaged community;
- Increased recreational opportunities for students at CSUMB;
- Important emergency vehicle beach access trail restored to maintain public safety;
- Dune restoration;
- Educational opportunities with interpretive signage;
- Protection of coastal bluff with enhanced fence design at viewing platform; and
- Tribal engagement.

PROJECT SELECTION CRITERIA

The Grant Application Guide contains the complete list of our project eligibility and project selection criteria. This application only includes those criteria for which we need specific input from you. The other criteria will be assessed based the project description. Refer to the Grant Application Guide for specific assistance on each question.

Project Eligibility

5.	California Environmental Quality Act (CEQA) Compliance – Implementation Projects Only:				
	 Specify the current status of CEQA review: 				
		⋈ Not Started	\square In Progress	\square Complete	
	Estimated completion date:				
	 What document is the CEQA review expected to result in: 				

	☐ EXEMPTION
	□ NEGATIVE DECLARATION (ND)
	☐ ENVIRONMENTAL REVIEW DOCUMENT (EIR)
	☐ ADDENDUM
0	If an ND, MND, or EIR is required, specify the CEQA LEAD AGENCY:
0	If an ND, MND, or EIR has already been completed, provide a link to the document:

6. **Grantee capacity (1 paragraph)** – Summarize your organization's experience administering grant funds and carrying out similar types of projects.

The City of Marina has received and administered numerous state grants including the California Coastal Commission LCP Local Assistance Rolling Grant (2022 and 2023); Regional Early Action Planning Grant (2020); Parks Bond Grant (2021); CDBG Grant (2019); and FAA Airport Improvement Program Grant (2022). The Coastal Commission LCP Grants are funding technical coastal hazards work and policy area updates including, but not limited to coastal hazards, environmentally sensitive habitat, and public access.

7.	Site ownership or control – Check the applicable box. For Acquisition projects, the "written agreement" refers to a Purchase and Sale Agreement.					
	\square Applicant owns the site(s) where the project will occur.					
	☐ Applicant has a written agreement with the property owner(s) to conduct the project on their property(ies). If checked, please provide a copy as an attachment to your application.					
	☑ Applicant does not yet have a written agreement with the property owner(s) to conduct the project on their property. If this answer is checked, specify how and					

State Parks is the property owner. The City of Marina has met with State Parks to discuss the grant application and State Parks has provided a letter of intent committing to working together to plan for the proposed project on lands owned by State Parks. See Exhibit A, State Parks Letter of Intent. A written agreement would be prepared between State Parks and the City of Marina during the planning process.

when the property owner agreement will be reached.

8. **Long-term management and maintenance** (1 paragraph) – Summarize the plan for the long-term management, maintenance, and monitoring of the project.

The improvements to the existing trails and facilities will be maintained jointly by City of Marina Public Works staff and CA Department of State Parks staff. The trail improvements and potential boardwalk/viewing platform improvements will be designed based on State Parks experience of what has not worked on this site, as well as a coastal erosion study, stormwater run-off control and erosion plan, and resilient

design methods (including potential raised boardwalk and fencing to block blowing sand) to reduce the level of maintenance required as much as possible. As part of the planning project funded by this grant, the City of Marina will develop a long-term management and maintenance plan as part of the permit.

Project Selection (refer to the Application Guide for more information)

9. **Project includes a serious effort to engage tribes.** (1-2 paragraphs). Describe how you have engaged tribes in the development of this project.

Early in the planning stage of the project, a registered archaeologist will conduct tribal outreach and consultation. Outreach will include writing letters and emails and following up with phone calls to tribes throughout the life of the project. Meetings with local tribal governments will be offered and conducted if requested. Educational signage will be developed to include traditional ecological knowledge and indigenous history of the area. Later in the process, best management practices will be incorporated into the construction plans to protect archaeological and cultural resources.

10. **Project benefits will be sustainable or resilient over the project lifespan** (1-2 paragraphs). Describe how the benefits of your project will be sustainable or resilient over the project lifespan. If you already addressed this in other parts of the application, please indicate where.

There is currently a beach access trail (which also provides emergency vehicle access) and a trail to a viewing area at Fort Ord Dunes State Park. However, due to previous planning and design, the coastal access trails have not been resilient over time. The goal of this project is to implement improvements to these existing resources in a way which is resilient.

The existing beach access trail trailhead has been very deeply rutted out and eroded as a result of stormwater runoff (see Figure 6, Existing Beach Access at Trailhead). This project includes having a civil engineer study the behavior of stormwater runoff in this area and prepare a stormwater run-off control plan and recommend design improvements which include stormwater run-off measures to protect the trail improvements from future erosion. Lower down the beach access trail, the trail enters a wide and sandy drainage (see Figure 9, Trail to Beach). No area of the beach access trail is located on an actively moving dune area. The emergency vehicle access road starts at a slightly different area than the pedestrian beach access trailhead, and meets up with the pedestrian beach access trail mid-way down. In order for emergency vehicles to continue to use this important access point, improvements and maintenance that address erosion are needed.

A boardwalk and viewing platform were built in early 2000, and have been completely covered in sand and are no longer ADA accessible as a result. What is left of the viewing area is a sandy trail and a fenced in sandy area, with none of the improvements typically associated with a viewing area. In a meeting with State Parks staff, they informed the City that the boardwalk in the location of the existing viewing area was constantly covered in sand due to the wind and

the nature of the dune which is not vegetated in this area. It is the intent of this project to assess whether the viewing platform and boardwalk in the current location can be maintained over the long-term due to sand movement and bluff erosion. During the planning stages of the project, more resilient boardwalk designs, such as raised boardwalks and/or low fencing to block sand blowing onto the boardwalks will be considered. Additionally, working together, the City and State Parks will look into the possibility of other areas for the viewing platform which may be more practical over time due to wind direction and the nature of the dune ecosystem.

Additionally, dune restoration will be implemented and monitored with the intent that the restoration will be self-sufficient overtime. The monitoring of the restoration effort will be a collaborative effort with State Parks and a qualified biologist for a minimum of 2-5 years after project implementation.

11. Project delivers multiple benefits and significant positive impact. (1-2 paragraphs). List the specific project benefits and describe any additional significant positive impact. If you already addressed this in other parts of the application (for example, project outcomes), please indicate where. You do not need to repeat the information if it is already provided elsewhere.

The proposed improvements to the beach access trail, viewing platform area, and facilities at Fort Ord Dunes State Park increases equity and environmental justice by providing recreational amenities in a community which is designated as a disadvantaged community. There are numerous dedicated public access points with extensive amenities in more affluent neighboring towns such as Pacific Grove, Monterey, and Carmel. However, Marina only has two dedicated coastal access points with parking lots. Fort Ord Dunes State Parks is one of the two, and its trail and access areas are falling into disrepair and could soon be inaccessible.

In addition to the recreational and community benefits, the proposed project will also have habitat benefits and educational benefits. The planning process will engage community members, including students, disadvantaged community members, and tribes, and will invite community members to learn more about their coastline and have a stake in the improvements that take place.

Lastly, the project provides public safety benefits. The project will protect public safety by restoring an access route used by emergency vehicles and by addressing the issue of the chicken wire fence being cut at the viewing platform and people jumping over the side of the dune to access the beach from the viewing platform area. Some of the benefits have previously been mentioned under **Project Outcomes**.

Project was (or will be) planned with meaningful community engagement and broad community support (1-3 paragraphs). If the communities served by your projects are tribal groups, please write your answer in question 9. If you are serving other groups, please answer this question. Please summarize how you have (or will) engage relevant communities in all phases of the project and describe the community support for the project.

One of the major purposes driving the City's desire for these improvements is to provide the residents and students nearby with safe and sufficient coastal access. It is particularly important to the City of Marina, which is a disadvantaged community, to bridge the gap and involve its community members in learning more about their coastal environment and reducing barriers to access the coast. Community meetings and community field trips to Fort Ord Dunes State Park to receive input and feedback from the community will be planned early on to inform what gets designed in the conceptual plan. The community will be involved during the life of the project following similar engagement strategies that Marina is utilizing in its General Plan update and Local Coastal Program update.

PHOTOS AND RECORDS SUBMITTED WITH APPLICATION

Please specify whether you are submitting any photos, maps, or other materials with this application by checking the box below:

\boxtimes	I AM SUBMIT	TING PHOTOS, MA	APS OR O	THER MATI	ERIALS WITH	I THIS APPLI	CATION	ı
	I AM NOT SUE	BMITTING PHOTO	S, MAPS,	OR OTHER	MATERIALS	WITH THIS	APPLICA	ATION

If you are submitting photos, maps, or other materials with this application, please confirm the following statement:

☑ I HEREBY CONFIRM THAT I OWN THE COPYRIGHT, TRADEMARK, OR HAVE SOME OTHER OWNERSHIP RIGHTS IN THE MATERIALS OR OTHERWISE HAVE PERMISSION TO USE AND HAVE AUTHORITY TO GRANT THE CONSERVANCY PERMISSION TO USE SUCH MATERIALS, AND I HEREBY GRANT TO THE CONSERVANCY THE UNLIMITED RIGHT TO USE SUCH MATERIALS FOR NON-COMMERCIAL PURPOSES.

TASKS AND SCHEDULE

Fill in the appropriate task and schedule table for your project type. Look at the Grant Application Guide for example tasks and deliverables by different project types (e.g. acquisition, planning, and implementation). If you are not doing one of the tasks in the table, insert "N/A". You may add tasks as needed and delete tables for the project categories that are not relevant for your project.

	Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
1	Project Management	Activities related to grant management, managing project logistics, managing consultants and subconsultants, and funding. This task includes frequent coordination, up to 10 meetings with State Parks, and collaboration with State Parks on project design and scope.	 Progress Reports Invoices Grant Administration Meeting Notes 	August 2024 – March 2026 (Ongoing)
2	Technical Studies	Conducting studies needed to inform project design, including biological studies (biological resource assessment and special-status species surveys), cultural resources study (archaeological assessment), topographic study, stormwater runoff assessment, and a sea-level rise assessment. All studies will occur before conceptual design to inform types and locations for trail improvements.	 Biological Resource Assessment Special-status species surveys Archaeological assessment Topographic study/aerial survey Stormwater Runoff Assessment Sea Level Rise Assessment: A written memo explaining the methods, findings, adaptation pathways, and coastal resiliency strategies. A series of hazard maps and other graphics depicting the timing of vulnerabilities. 	August 2024 – February 2025

	Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
3	Community Engagement	Site-visit type community walks to Fort Ord Dunes SP to solicit ideas and feedback; Workshop at City of Marina Library for information sharing and community feedback; Informational presentation at a Planning Commission or City Council meeting; outreach materials including: informational flyers; postcards; and posts on City website and/or social media. Tribal consultation, including sending letters to all tribes and meetings as requested.	 Community site-visits Interested Person Contact List List of Tribes Tribal Consultation Letters Presentation and Notes from Community workshops (2) Presentation for one (1) informational PC hearing Outreach materials: postcard mailer, informational flyer, social media post Up to four (4) meetings with Tribes. 	September 2024 – March 2026 (ongoing)
4	Conceptual Plan	Based on the information collected in the technical studies and community outreach, a landscape architect and civil engineer will create conceptual / schematic trail design plans. Plans will include trail	 Dimensioned trail plan layout with sign, bench, fence locations Schematic level drawings Powerpoint Trash enclosure design Twin-vault restroom design 	January 2025 - April 2025

	Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
		alignment and improvements, interpretive and wayfinding signage, twin-vault restrooms, a potential viewing platform; fence improvements; and a dumpster enclosure.		
5	Design to 30% PSEs	This Task allows stakeholders (community members, City of Marina, State Parks, County of Monterey, Coastal Commission) to review the schematic trail, erosion control plan, and restoration plan, and restroom design plans and provide input. The landscape architect and civil engineer will create 30% design plans based on stakeholder review and input.	 30% Design Plans Erosion Control Plan Restoration Plan Up to two meetings with State Parks staff Up to two meetings with Coastal Commission Staff Up to two meetings with interested tribes 	June 2025 - October 2025
6	Environmental Review and Permitting	Prepare documents for required level of environmental review. Coordination with permitting	 Initial Study Mitigated Negative Declaration Proposed Mitigation Compile CDP Application Package 	October 2025 – February 2026

	Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
		agencies; prepare and submit CDP application package to Coastal Commission. Permitting consultant will apply for incidental take permits if necessary. Attendance at Coastal Commission hearing.	 Coordination with Coastal Commission Coastal Commission Hearing attendance Consultation with USFWS and CDFW Prepare and submit CDFW Incidental Take Permit Application Prepare and submit USFWS Habitat Conservation Plan, Incidental Take Permit Application 	
7	60% and 90% PSEs	Based on review and input, landscape architect will prepare 95% design plans.	60% Design PlansRevisions90% Design Plans	December 2025 – March 2026
8	Long Term Management & Adaptation Plan	A long-term management and adaptation plan will be prepared and will specify who is responsible for maintenance; identify weekly, monthly, and annual maintenance activities; adaptation triggers and measures if the improvements are being jeopardized; for a time-frame of up	Long-term management and adaptation plan	March 2026

Project Tasks	Description	Deliverables (Documents and Files)	Start Date – End Date
	to twenty (20) years.		

Permits

PLANNING and IMPLEMENTATION projects only. Check the permits needed to undertake the project. Refer to the Grant Application Guide to access informational links on each permit and how to obtain them for your project.

Name of permit	Secured	Pending	Included in Scope of Application
☐ Local Grading, Vegetation, or Other permit			
☐ CDFW Lake/Streambed Alteration Permit (1600)			
□ CDFW California Endangered Species Act Take Authorization			\boxtimes
☐ Regional Water Quality Control Board Certification (401)			
☐ U.S. Army Corps 404 or 408 Permit			
☐ U.S. Fish and Wildlife Service Biological Opinion			
☐ National Marine Fisheries Service Biological Opinion			
☐ Other – USFWS Incidental Take Permit			

PROJECT COST ESTIMATE

Fill in the Project Cost Estimate table below. The tasks in the Project Cost Estimate table should match the tasks in the Task and Schedule table above. Refer to the Grant Application Guide for examples and specific assistance on each project type and the associated Budget Justification.

Please round all budget numbers up to the nearest \$100.

Estimated Project Cost:

	Project Tasks	Conservancy Grant	Other Funding	Total
1	Project Management	\$50,000		\$50,000
2	Technical Studies	\$150,000		\$150,000
3	Community Engagement	\$55,000		\$55,000
4	Conceptual Plan	\$60,000		\$60,000
5	Design to 30% PSEs	\$100,000		\$100,000
6	Environmental Review and Permitting	\$195,000		\$195,000
7	60% and 90% PSEs	\$100,000		\$100,000
8	Long Term Management & Adaptation Plan	\$15,000		\$15,000
	Indirect Costs	\$0		\$0
	TOTAL	\$725,000		\$725,000

Other Funding

For the Other Funding included in the Project Cost Estimate above, please list the source, the amount, and status (secured, pending, applied for) for each of the other funding sources.

Funder, Amount, Status

Budget Justification

Provide an explanation of the costs for each of the project tasks that will be charged to the Conservancy grant. See Grant Application Guide for assistance.

- 1. Project Management Estimated 250 hours for grant administration; selection of consultants; invoicing; and coordination with State Parks
- 2. Technical Studies Based on EMC Planning Group's experience and previous similar work.

a. Biological Resource Assessment: \$12,000

b. Special-status species survey: \$8,000

c. Archaeological assessment: \$5,000

d. Topographic study/aerial surveying: \$30,000

e. Stormwater runoff assessment: \$30,000

f. Sea Level Rise Adaptation Plan: \$30,000

- 3. Community Engagement Estimated 150 hours of consultant time for creating outreach materials; community meetings and site visits; creating community engagement plan; tribal consultation. Estimated 100 hours of City of Marina staff time as support to consultants.
- 4. Conceptual Plan \$60,000 based in experience and previous similar work.
- 5. Design to 30% PSEs (includes habitat restoration and erosion control plans) \$100,000 based in experience and previous similar work.
- 6. Environmental Review & Permitting Based on previous experience and cost of permits
 - a. CEQA: \$57,000
 - b. Coastal Development Permit Application to CCC and hearing attendance: \$62,000
 - c. Incidental Take Permits: \$76,000
- 7. 60% and 90% PSEs \$100,000, Based on past experience.
- 8. Long Term Management & Adaptation Plan \$15,000

PROJECT MAPS AND DESIGN PLANS

Project Location Map

Include a map that clearly shows the project location(s) within the context of the surrounding area. Be sure map shows nearest road access to site. If site can only be accessed via water, show the location of the nearest water access launch point.

Concept Level Site Plan

For Implementation and Planning projects where conceptual design work has been completed, you should include a conceptual level site plan showing the key project components. For Implementation projects, more detailed design documents can also be provided as an attachment.

Site Photos

Provide one or more clear photos of the project site that clearly show the character of the site.

Additional Documents

If there are any additional documents that are critical for understanding the project, please attach or provide a link(s) for up to two additional documents. Examples of attachments could include feasibility studies, CEQA documents, appraisals, or other documents that are directly related to the proposed project.

See Exhibit B for all figures and photos.

NON-PROFIT APPLICANT REQUIREMENTS

Non-profit applicants should include the following with the applications:

1. Letter of Determination from the Internal Revenue Service indicating current 501(c)(3) status.

2. Completed Nonprofit Organization Pre-Award Questionnaire.

GRANT APPLICATION SURVEY

The Conservancy seeks to continuously improve our grant application process. Please take some time after completing this grant application to provide feedback on your experience as an applicant. The survey link can be accessed here. Your response will be anonymous, and we will greatly appreciate your constructive criticism.

State Parks Letter of Intent





Armando Quintero, Director

DEPARTMENT OF PARKS AND RECREATION Monterey District 2211 Garden Road Monterey, CA 93940

March 11, 2024

Mr. Doug Bosco, Chairman State Coastal Conservancy 1515 Clay Street, 10th Floor Oakland, CA 94612

Re: Letter of Support Coastal Conservancy planning funds for the City of Marina

Dear Mr. Bosco,

The intent of this letter is to share California State Parks willingness to collaborate with the City of Marina to plan for proposed trail and restroom improvements at Fort Ord Dunes State Park. We have been engaged in a collaborative effort with the City of Marina to discuss the planning of these coastal access and facilities improvements, which are located on State Parks land.

It is the intent for the State Parks and the City of Marina to work together throughout the planning of these improvements to ensure that shared goals are achieved and by drawing on State Parks experience to help inform resilient design choices for the proposed improvements. The project may require an agreement between State Parks and the City of Marina, including the City's commitment to assisting with long-term maintenance if necessary. Recognizing this, State Parks remains committed to ensuring a collaboration that addresses State Parks and the City's goals for enhanced coastal access as well as State Park's responsibility as stewards of natural and cultural resources at Fort Ord Dunes State Park.

We are aware of the Coastal Conservancy's consideration of funding for the planning stage of this trail and restroom project and want to convey our support for its approval. Overall, the Fort Ord Dunes State Park Coastal Access Improvements align with our commitment to balancing conservation with responsible access and public safety, and we believe it can contribute positively to the community's recreational and educational experiences as well as ongoing public safety efforts.

Sincerely,

Docusigned by:

Daniel Slaw
2A56718F711A4DF...

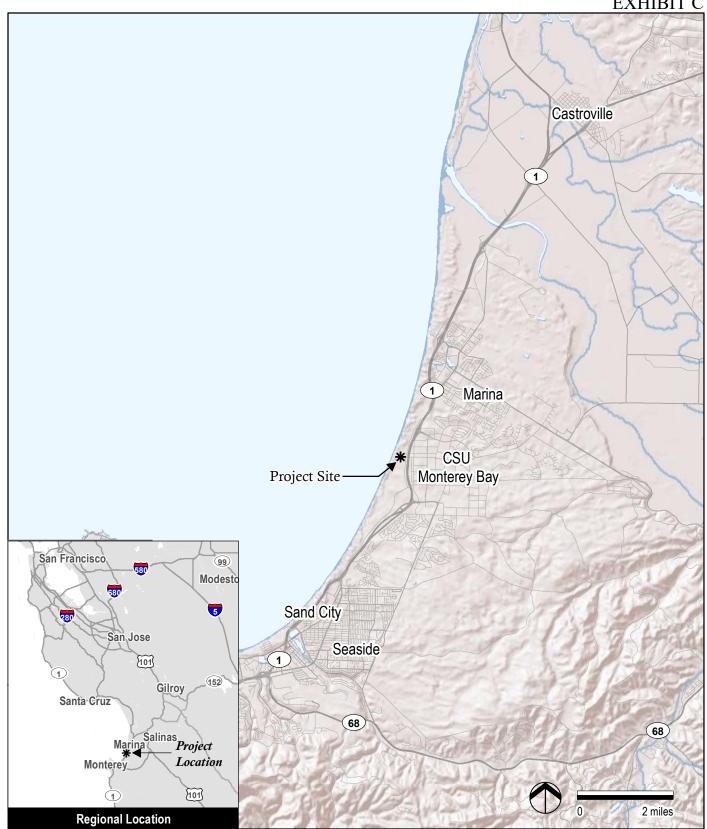
Dan Shaw

Deputy District Superintendent daniel.shaw@parks.ca.gov

Cc John Hiles (john.hiles@parks.ca.gov)

Figures and Photos





Source: ESRI 2024

Figure 1 **Project Location**











Source: Google Earth 2024

Figure 2 Project Location Overview









0 105 feet

Source: Google Earth 2024

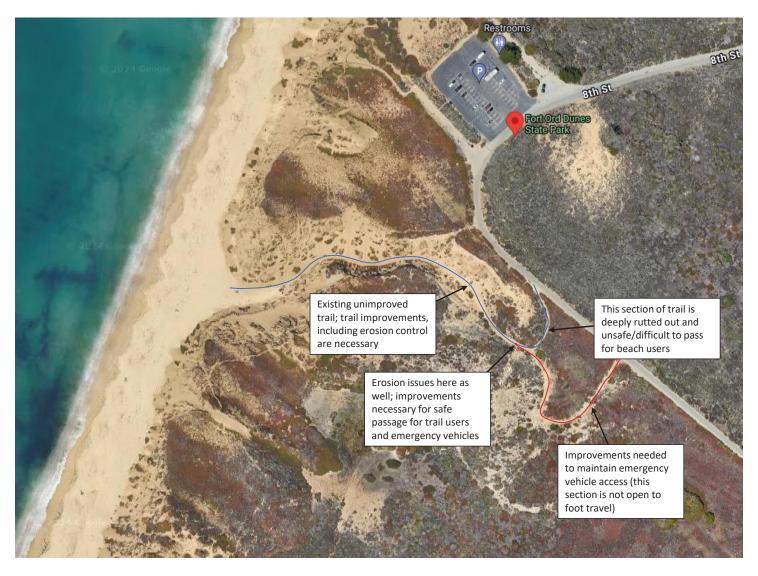
Figure 3













Source: Google Earth 2024

Figure 4









Figure 5 H Site Photographs H City of Marina – Fort Ord Dunes State Park Coastal Access Improvements (Full Application) O





4 Beach looking south from trail outlet.

Existing unimproved trail to unimproved

viewing area.



(5) Beach looking north from trail outlet.

(2) Existing trail to the beach.



(6) Parking Lot.







(3) Existing portable restrooms.



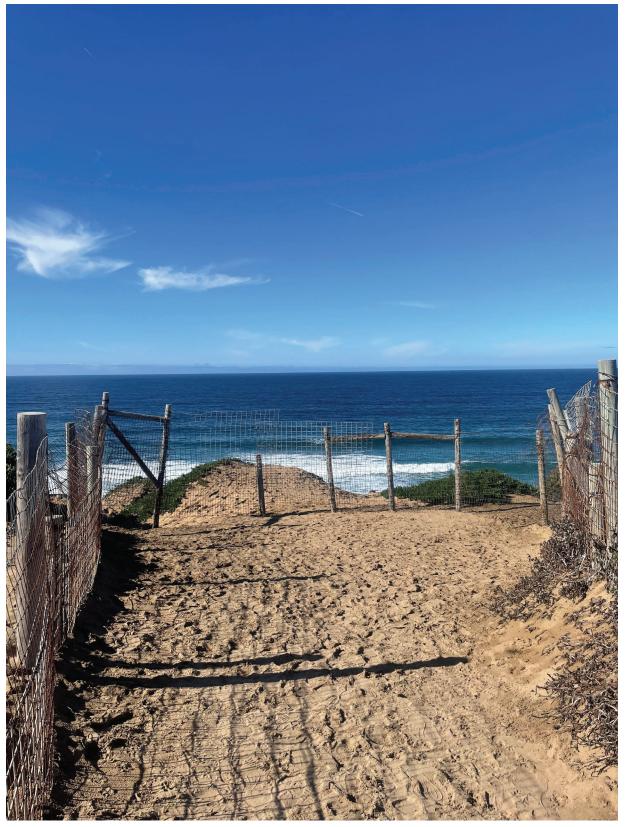




Source: EMC Planning Group 2024

Figure 6





Source: EMC Planning Group 2024

Figure 7

Existing Viewing Area







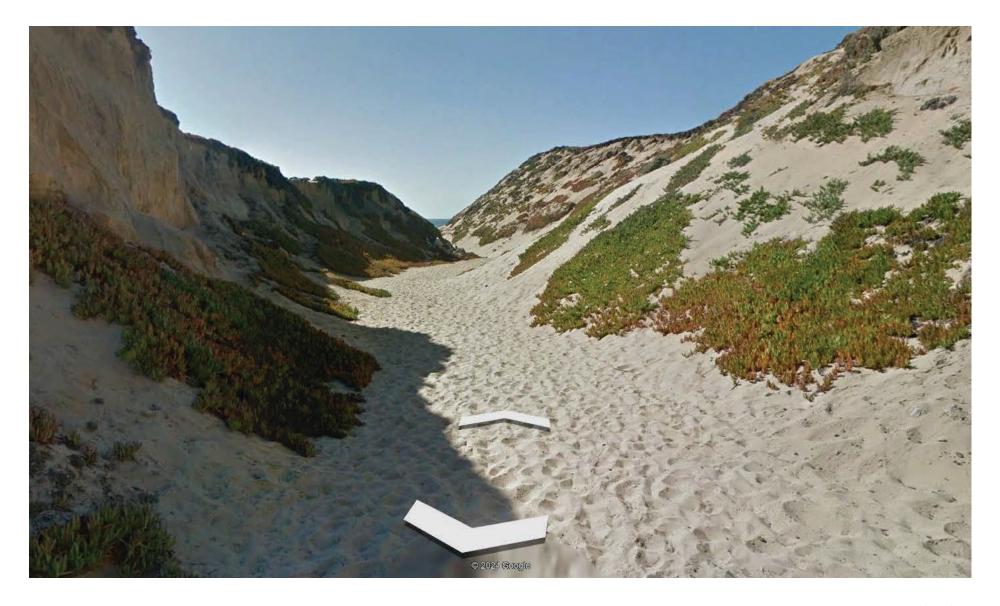
Source: EMC PLanning Group 2024

Figure 8









Source: Google Earth 2024

Figure 9 Trail to Beach





April 12, 2024 Agenda Item: **10f(2)**

Members of the Marina City Council

City Council Meeting of April 16, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, OBJECTING TO THE PROPOSED SALE OF A TAX DEFAULTED MARINA, **PROPERTY** IN THE CITY **OF FINDING** ACQUISITION OF SUCH PROPERTY TO BE EXEMPT FROM THE **ENVIRONMENTAL CALIFORNIA QUALITY** ACT, AND CITY **AUTHORIZING** THE **MANAGER** TO **EXECUTE** AN APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY FROM MONTEREY COUNTY [ASSESSOR PARCEL NUMBER 032-411-0<u>63-000].</u>

RECOMMENDATION:

It is requested that the City Council:

(1) Adopt Resolution No. 2024-, objecting to the proposes sale of a tax-defaulted property in the City of Marina, finding the acquisition such property is exempt from the California Environmental Quality Act (CEQA), and authorizing the City Manager to execute an application to purchase tax-defaulted property from the County of Monterey [APN 032-411-063-000].

BACKGROUND

The City has received a Notice to Taxing Agencies/Revenue Districts ("Notice") from the County of Monterey dated March 29, 2024. In the notice, the County Board of Supervisors informs the City of the County's authorization to sell various properties at public auction for non-payment of delinquent property taxes.

The Notice advises the City that as a taxing agency/revenue district, under Section 3695 of the California Revenue and Taxation Code, that the City has a right to object to the Tax Collector's sale of any of the properties located in the City for which the County collects taxes. The Notice further advises the City that if it did object to the Tax Collector's sale, that it must provide a completed application to purchase the tax defaulted property, a certified copy of a resolution adopted by the City Council objecting to the sale, and a copy of the City's mission statement and a statement of intended use of the property. These items are to be received by the Tax Collector no later than May 1, 2024. Appendix A to the Notice includes property identified by APN 032-411-063-000 and located at 3005 Max Circle in Marina (the "property" or "subject property"). The property includes land and improvements and has a minimum bid based on the accrued delinquent tax of \$12,550.

DISCUSSION

City staff has begun discussions of whether to acquire the subject property, and has preliminarily concluded that the subject property may serve the City as City workforce housing. City staff is in the process of further investigating the property including its condition as well as the existence of any additional encumbrances that might not be affected by a tax default sale. Informally, City staff have learned that the property is in fair condition and, although there does not appear to be a mortgage on the property, there may be other fees that remain unpaid.

City staff will continue its investigation of the condition of the property and other circumstances that may affect the City's development of the property into City workforce housing. However, as a preliminary step in moving towards acquisition of the property, the City must submit a resolution objecting to the Tax Collector's sale of the property and submit an Application to Purchase Tax Defaulted Property to the County by May 1. The submission of this information to the County will remove the property from the County of Monterey Auction Listing. Subsequent to that, the City anticipates receiving further information as to the next step in the process from the County, including entering into negotiation of a purchase and sale agreement with the County. At the point at which sufficient information has been compiled, including the final or near final terms of an agreement with the County, staff will bring this item back to Council for further consideration and seek any necessary authorization from Council to complete the purchase of the property.

FISCAL IMPACT

There are no initial fees to object to a Tax Collector's sale and to submit an Application to Purchase Tax Defaulted Property from the County; however the County may charge a fee to the City to process the tax sale, once the City and County have reached a mutually agreeable sale price.

ENVIRONMENTAL REVIEW

The proposed action is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines (Cal. Code Regs., title 14, § 15000 et seq.) sections 15301 (existing facilities), 15302 (replacement or reconstruction), and 15303 (new construction or conversion of small structures). Additionally, under CEQA Guidelines section 15061(b)(3) it can be seen with certainty that there is no reasonable possibility that the proposed action will have a significant effect on the environment. The proposed action merely objects to the sale of the subject property and submits the application to purchase the property, subject to other regulatory approvals and project-specific environmental review as necessary for any future development of the property. Therefore, no environmental review is required.

CONCLUSION

This request is submitted for City Council consideration and action.

Time request is swelling a little end, of			
Respectfully submitted,			
Layne Long,			
City Manager			
•			
City of Marina			
René Alejandro Ortega			
City Attorney			

Exhibit A: Notice to Taxing Agencies/Revenue Districts Exhibit B: Application to Purchas Tax Defaulted Property

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA OBJECTING TO THE PROPOSED SALE OF A TAX DEFAULTED PROPERTY IN THE CITY OF MARINA, FINDING THE ACQUISITIONS OF SUCH PROPERTY TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY FROM MONTEREY COUNTY [ASSESSOR PARCEL NUMBER 032-411-063-000].

WHEREAS, pursuant to State Revenue and Taxation Code, properties that are determined to be in default for unpaid property taxes for five (5) years or more are periodically put up for public auction for a minimum bid amount of delinquent taxes due plus costs; and

WHEREAS, the City of Marina, as a taxing agency that is also a revenue district pursuant to California Tax and Revenue Sections 121, 122, 3695, and 3695.4, has the right to object to the County Tax Collector's proposed sale of said properties, by submitting an Application to Purchase, objection letter, and by providing a copy of a resolution objecting to the sale and delegating authority to purchase the tax-defaulted property; and

WHEREAS, following staff review of available tax defaulted properties, the City intends to submit an application to pursue acquisition of a tax delinquent property that may be used for the City's workforce housing, identified as Monterey County APN 032-411-063-000 (the "Property"); and

WHEREAS, there are no initial fees to submit an Application to Purchase Tax Defaulted Property from the County; however the County will charge a fee to the City to process the tax sale, once the City and County have reached a mutually agreeable sale price, and

WHEREAS, the City Council exercises its independent judgment and finds that the objection to the tax sale and the submittal of the application to purchase the Property is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines (Cal. Code Regs., title 14, § 15000 et seq.) sections 15301 (existing facilities), 15302 (replacement or reconstruction), and 15303 (new construction or conversion of small structures). Additionally, under CEQA Guidelines section 15061(b)(3) it can be seen with certainty that there is no reasonable possibility that the proposed action will have a significant effect on the environment. The proposed action merely objects to the sale of the Property and submits the application to purchase the Property, subject to other regulatory approvals and project-specific environmental review as necessary for any future development of the Property. Therefore, no environmental review is required;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina hereby finds the objection to the tax sale and the submittal of the application to purchase the Property exempt from CEQA under CEQA Guidelines sections 15301 (existing facilities), 15302 (replacement or reconstruction), and 15303 (new construction or conversion of small structures). Additionally, under CEQA Guidelines section 15061(b)(3) it can be seen with certainty that there is no reasonable possibility that the proposed action will have a significant effect on the environment; and

Resolution No. 2024-Page Two

BE IT FURTHER RESOLVED, that the City Council of the City of Marina objects to the Monterey County Tax Collector's sale of the Property identified as Monterey County APN 032-411-063-000 and authorizes the City Manager to complete and execute an Application to Purchase Tax Defaulted Property from Monterey County as well as complete and submit any other necessary documentation to effectuate the objection and remove the Property from the County's tax auction listing.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of April 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	

COUNTY OF MONTEREY

MARY A. ZEEB
Treasurer-Tax Collector

P.O. Box 891 Salinas, CA 93902 Telephone (831) 755-5057



March 29, 2024

City of Marina City Clerk 211 Hillcrest Ave Marina, CA 93933

NOTICE TO TAXING AGENCIES/REVENUE DISTRICTS

In accordance with Section 3700 of the California Revenue and Taxation Code, notice is hereby given of the County of Monterey Board of Supervisors' authorization for the County of Monterey Tax Collector to sell various properties at public auction for non-payment of delinquent property taxes.

As a taxing agency and/or revenue district, under Section 3695 of the California Revenue and Taxation Code, you have the right to object to the Tax Collector's sale of any of the properties on the attached listing that reflect your special assessment levy. If you object to the Tax Collector's sale, you must provide us with a completed application to purchase the tax defaulted property, a certified copy of a resolution adopted by your governing body objecting to the sale, a copy of your mission statement and a statement of intended use of the property. All these items must be received by the Tax Collector no later May 1, 2024.

When objecting to a sale, be prepared to enter into a Chapter 8 agreement to purchase the property for the minimum bid authorized by the County of Monterey Board of Supervisors plus the cost of advertising the sale.

If you decide to consent to the sale, the lien for taxes and/or assessments may be canceled by the sale at auction. As a taxing agency, you are entitled to your share of the proceeds (if any) derived from the delinquent tax sale trust fund. If your governing body does not file an objection before the date of sale, the tax agency and/or revenue district has consented to the sale at auction.

The date for the County of Monterey Tax Collector Public <u>Internet</u> Auction is May 25, 2024, and will be held at <u>www.Bid4Assets.com</u>. If you have questions regarding this letter, please contact the undersigned at (831) 796-3083.

Sincerely,

MARY A. ZEEB,

TREASURER-TAX COLLECTOR

Arturo P. Perez

Management Analyst

Enclosures:

County of Monterey Resolution No. 24-177 Exhibit A County of Monterey Auction Listing Application to Purchase Tax Defaulted Property

APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Prior to purchase approval the county may require the applicant submit additional information or documentation. Completion of this application does not guarantee purchase approval.

For county use only:				
1. Date application received: (date) 2. If applicable, date written objection to Chapter 7 tax sale was received: (date)				
Applicant must complete Sections A through D.				
A. Purchaser Information 1. Name of organization:				
2. Corporate structure:				
☐ Nonprofit organization ☐ Public Agency	(please select type of public agency)			
☐ A taxiı	ng agency, revenue district, or special district			
☐ The St	ate or County			
B. Property Status and Use Information				
1. Is the parcel currently approved for a Chapter 7	tax sale as of the date of this application?			
☐ Yes ☐ No				
1	If yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what is the date of the objection? (date of objection)			
2. The purpose of the purchase: (check one box on	2. The purpose of the purchase: (check one box only)			
☐ For low income housing ☐ To otherwise	☐ For low income housing ☐ To otherwise serve low income persons			
☐ To preserve open space ☐ To preserve a	☐ To preserve open space ☐ To preserve a lien			
☐ For public purpose: (describe public purpose)				
C. Property Information				
Provide the following information. (If more space	is needed exhibits may be attached)			
1. County where the parcel(s) is located: (county)				
2. Assessor's Parcel Number (APN): (list all APNs	2. Assessor's Parcel Number (APN): (list all APNs for purchase with this application):			
D. Acknowledgement				
Identification and signature of the purchasing entit	y's authorized officer:			
Print Name	Print Title			
Authorized Signature	Date			

(SCO 8-16) (2017)

Attachment "A"

County of Monterey Auction Listing

		County of Monterey			
Item No.	Assessor's Parcel Number	Current Assessed Owner	Property Location	Type	Minimum Bid
1	004-552-021x000x	x Garcia Benedictox Robertox x x x x x x	x x240x XX ilkinansx Rxlx Serlinasx	xxkandx&xxxxx	XXXXX\$87,800
				Improvement	
2	007-193-008-000	Nishimura Thomas H & Yasuko O	2868 Forest Lodge Road,	Land &	\$53,500
			Pebble Beach	Improvement	
3	008-012-015-000	Napoli Investments S A	Spyglass Hill Rd, Pebble	Land Only	\$3,200
4	011-144-003-000	Bonds Richard Andrew Tr	Beach Ninth Way, Sand City	Land Only	\$12,400
5		XHAHDXHICKXDX&XAMEKINEXGXRISXXXXXX			
_	012-204-002-000	THE POLICE SPECIAL CONTROL OF THE PROPERTY OF	Seaside	Improvement	Transfel and Andron
6	012-632-024-000	Massie Dorothy V	1455 Yosemite St,	Land &	\$15,250
U	012-032-024-000	Wassie Dorothy V	Seaside Seaside	Improvement	\$13,230
7	024-291-013-000	Ramirez Edgar Mares	1263 Victorian Cir,	Land Only	\$12,700
,	024-291-013-000	Raimiez Edgai Wares	Greenfield	Land Only	\$12,700
8	026-205-001-000	Segobia Rudolfo & Maria R	420 S Second St, King	Land &	\$28,750
			City	Improvement	4=0,
9	032-411-063-000	Blankenship Mary	3005 Max Cir, Marina	Land &	\$12,550
				Improvement	, ,
10	109-116-003-000	Maximus III Company		Land Only	\$40,500
11	119-242-037-000	Penir Ronald J & Nancy J		Land Only	\$22,850
12	125-091-088-000	Reynolds Joseph S & Doreena	9330 King Rd, Salinas	Land &	\$58,550
		Gutierrez		Improvement	
13	153-591-052-000	Ruiz Jose Angel Apodaca	20 Vermont Cir, Salinas	Land &	\$8,650
				Improvement	,
14	221-144-015-000	Davis Amy	451 Merritt St, King City	Land &	\$7,700
		•		Improvement	
15	237-067-012-000	Scattini Jo Ann	62450 Cattlemen Rd, San	Land &	\$15,300
			Lucas	Improvement	
16	259-261-002-000	Signature York Highlands LLC		Land Only	\$51,400
17	259-261-006-000	Signature York Highlands LLC		Land Only	\$54,650
18	259-261-008-000	Signature York Highlands LLC		Land Only	\$209,550
19	259-261-009-000	Signature York Highlands LLC		Land Only	\$104,950
20	259-261-010-000	Signature York Highlands LLC		Land Only	\$32,850
21	259-261-011-000	Signature York Highlands LLC		Land Only	\$51,400
22	259-261-012-000	Signature York Highlands LLC		Land Only	\$84,100
23	259-261-018-000	Signature YHM Land LLC		Land Only	\$164,150
24	259-261-021-000	Signature YHM Land LLC		Land Only	\$75,650
25	259-261-022-000	Signature YHM Land LLC		Land Only	\$260,000
26	417-081-044-000	Rowland Diana	34901 Sky Ranch Rd,	Land &	\$50,650
			Carmel Valley	Improvement	
27	418-061-014-000	Garapatos Redwoods Co		Land Only	\$2,450
28	418-061-071-000	Furberg Stig Vilhelm		Land Only	\$2,600
29	418-061-083-000	Furberg Stig Vilhelm		Land Only	\$2,600
30	418-061-084-000	Furberg Stig V		Land Only	\$2,600
31	418-071-010-000	Miles Daniel W & Sharon		Land Only	\$2,750
32	418-071-080-000	Locke Joyce C		Land Only	\$2,450
33	418-071-081-000	Furberg Stig V		Land Only	\$2,600
34	423-173-026-000	Valdez Jose M	240 Williams Rd, Salinas	Land Only	\$4,500



Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

a. Authorize the Treasurer-Tax Collector to auction 34 specified tax defaulted properties as set forth in Attachment A-County of Monterey Auction Listing at public auction via the internet in accordance with Revenue and Taxation Code section 3691 et. seq. or as a sealed bid sale pursuant to Division 1, Part 6, Chapter 7 of the Revenue and Taxation Code for at least the minimum bid.

b. Authorize the Treasurer-Tax Collector to reoffer any unsold properties at a reduced minimum bid, if deemed appropriate, within a 90-day period.

PASSED AND ADOPTED on this 19th day of March 2024, by roll call vote:

AYES:

Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 19, 2024.

Dated: March 19, 2024

File ID: 24-177

Agenda Item No.: 30

Valerie Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

Emmanuel H. Santos, Deputy

Agenda Item: 10f(3) City Council Meeting of April 16, 2024



396 HAYES STREET, SAN FRANCISCO, CA 94102 T: (415) 552-7272 F: (415) 552-5816 www.smwlaw.com RENÉ A. ORTEGA
Partner
rortega@smwlaw.com

April 12, 2024

Mayor and City Council City of Marina 211 Hillcrest Avenue Marina, CA 93933

Re: Waiver of Conflict of Interest and Consent to Concurrent Representation

Dear Mayor and Council:

The firm of Shute, Mihaly & Weinberger LLP (the "Firm") currently serves as City Attorney and represents the City in connection with a wide variety of land use matters in the coastal zone. Additionally, as City Attorney, the Firm oversees special counsel representing the City in other matters, including overseeing special counsel in litigation brought against the California Coastal Commission (the "Commission") for its approval of California-American Water Company's desalination plant in the City ("Desalination Matter").

Furthermore, the Firm currently represents the Commission in connection with litigation brought against the Commission by certain private parties related to the Commission's decision to restrict off highway vehicle use in the coastal development permit for Pismo State Beach and Oceano Dunes State Vehicular Recreation Area (the "Oceano Matter").

The Rules of Professional Conduct of the State Bar of California require an attorney to obtain the informed written consent of each client if the representation of one client is directly adverse to another client in the same or a separate matter.

We do not believe that there is any present, actual conflict of interest between our representation of the City of Marina and our Firm's work for the Coastal Commission. The Oceano Matter is unrelated to our representation of the City as City Attorney or our firm's oversight of the Desalination Matter. Nevertheless, our representation of the Commission and the City has the potential to give rise to divided loyalty, in that our

Mayor and City Council City of Marina April 12, 2024 Page 2

representation of the City and the Commission can put the Firm in a position of representing clients whose interests are adverse or potentially adverse. Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty, it is possible that such effects may arise in the future. Should an actual conflict arise in a given matter, we will apprise you promptly of such conflict.

The Firm currently represents several clients which are adverse to the Commission and as a result, the Commission has provided the Firm with a waiver waiving any past, present or future conflict, an excerpt of which is included below:

[T]he Commission acknowledges that the Firm's representation of past, present, or future clients may involve matters in which the Commission's interests are or may become adverse to those clients. The Commission hereby gives its informed written consent to the Firm's representation of the Commission and the Firm's representation of past, present, or future clients whose interests are or may be adverse to the Commission, and agrees not to assert any conflict of interest or otherwise seek to disqualify the Firm from representing such clients in such matters, notwithstanding any existing or future adversity, including, without limitation, the submission of comments on matters before the Commission and the filing of any administrative or judicial action of any kind challenging decisions made and actions taken by the Commission; provided however that the Commission does not give such consent with respect to the Firm's representation of a client in a matter pertaining to the Oceano Matter.

The Coastal Commission has been advised as to our representation of the City of Marina, including our involvement with overseeing special counsel in the Desalination Matter, and they have agreed that this work is covered by the waiver they have provided to our Firm.

To limit any potential adverse effects, the Firm has taken, and will continue to take, steps to prevent such effects from occurring. No persons that are working on the Oceano Matter will work on City of Marina legal work involving the Coastal Commission. Additionally, no persons that are working on City of Marina matters involving the Coastal Commission will access any information concerning the Oceano Matter, and vice versa.

You have the right to seek independent counsel prior to giving informed consent if you so choose.



Mayor and City Council City of Marina April 12, 2024 Page 3

Your approval and signature of this letter will provide your written informed consent to our continued representation of the City as City Attorney, including overseeing the work of any special counsel retained by the City. You further understand that your approval and signature signifies that you have either had independent consultation with respect to this waiver or that you have decided not to seek such independent consultation despite knowing you have such a right.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

A-

René A. Ortega

ACCEPTED AND AGREED:

Layne Long
City Manager

Pursuant to Authority provided by Resolution adopted by City Council on April 16, 2024

1769651.1

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A WAIVER OF CONFLICT OF INTEREST AND CONSENT TO REPRESENT CITY OF MARINA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE WAIVER.

WHEREAS, the firm of Shute, Mihaly & Weinberger LLP (the "Firm") currently serves as City Attorney; and

WHEREAS, the Firm currently represents the California Coastal Commission in connection with litigation brought against the Commission by certain private parties related to the Commission's decision to restrict off highway vehicle use in the coastal development permit for Pismo State Beach and Oceano Dunes State Vehicular Recreation Area (the "Oceano Matter"); and

WHEREAS, the City has brought litigation against the Coastal Commission for its approval of the California-American Water Company's proposed desalination plant in the City of Marina ("Desalination Matter"); and

WHEREAS, the Oceano Matter is unrelated to the Desalination Matter or the Firms' representation of the City as City Attorney; and

WHEREAS, the Coastal Commission has provided the Firm with a broad waiver, waiving any potential conflict of interest that exists or may exist in the future and has provided informed consent to the Firm's representation as City Attorney, including waiver of the Firm's involvement in the Desalination Matter; and

WHEREAS, the City desires to have the Firm continue to serve as City Attorney; and

WHEREAS, the City desires to provide informed consent and waive any potential conflict of interest or conflict of interest that may exist.

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

- 1. Approve a waiver of conflict of interest and consent to represent City of Marina, and
- 2. Authorize the City Manager to execute the waiver.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 16th day of April 2024 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	

March 14, 2024 Item No: **11a**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of April 16, 2024

CITY COUNCIL CONSIDER INTRODUCING ORDINANCE NO. 2024-AMENDING MARINA MUNICIPAL CODE (MMC) SECTION 17.62.090.A TO ALLOW A TERM OF TWO YEARS FOR TREE COMMITTEE MEMBERS. THIS ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW PER § 15378 OF THE CEQA GUIDELINES.

RECOMMENDATION: It is recommended that the City Council

1. Introduce Ordinance No. 2024-, amending Marina Municipal Code (MMC) Section 17.62.090.A to change the term for Tree Committee members from one year to two years.

BACKGROUND:

Currently, MMC Sec. 17.62.090.A¹ requires the City Council to appoint new Tree Committee members on an annual basis. This makes it difficult for the Committee to undertake long-term workplan projects or maintain consistency in its membership, which impacts meeting efficiency. It also creates an undue burden on staff and the Council to recruit, review applications, and appoint members on an annual basis. The City's full Commissions are appointed to two-year terms per Chapter 2 in the MMC.

At its regular meeting on February 7, 2023, the City Council appointed the following individuals to the Tree Committee with a one-year term:

- Greg Simmons
- Jeff Markham
- Judith Elvira
- Jackie Gardner
- Planning Commission Member, Richard St. John
- Alternate Planning Commissioner, Audra Walton

On November 21, 2023, the Council adopted Resolution No. 2023-126 extending the terms of these members for an additional year to end on January 1, 2025. The proposed amendment will solidify the two-year term in the MMC effective January 1, 2025.

Planning Commission representative, Richard St. John, was not reappointed to the Planning Commission and, therefore, has also resigned from the Tree Committee. The Planning Commission will be appointing one of its members to fill this vacancy at its April 11, 2024, meeting.

Since February 2023, the Tree Committee has met seven (7) times. Staff requests that the City Council adopt the amendment thereby extending the current members' appointments for an additional nine (9) months or until January 1, 2026.

ENVIRONMENTAL IMPACT: This item is not a project under CEQA per Section 15378 of the CEQA Guidelines.

1

¹ https://marina.municipal.codes/Code/17.62.090

FISCAL IMPACT: None.
CONCLUSION: This request is submitted to the City Council for consideration and action.
Respectfully submitted:
Alyson Hunter, AICP Planning Services Mgr. City of Marina REVIEW/CONCUR:
Guido F. Persicone, AICP, Community Development Director City of Marina

Layne P. Long City Manager City of Marina

ORDINANCE NO. 2024-

ORDINANCE NO. 2024- AMENDING MARINA MUNICIPAL CODE (MMC) SECTION 17.62.090.A TO ALLOW A TERM OF TWO YEARS FOR TREE COMMITTEE MEMBERS.

- During the COVID-19 pandemic, the City temporarily discontinued or combined certain
 City committees and boards, including transferring the duties and obligations of the Tree
 Committee to the Planning Commission.
- 2. On August 16, 2022, the City Council adopted Resolution No. 2022-11, directing staff to reconstitute the Tree Committee. On February 7, 2023, the City Council adopted Resolution No. 2023-11 appointing the membership of the Tree Committee for a one-year term. On November 21, 2023, the City Council adopted Resolution No. 2023-126 extending the term of the sitting Tree Committee for another year, expiring on January 1, 2025.
- 3. The proposed amendment will codify a two-year term for the Tree Committee beginning January 1, 2025, and allow for a more reliable, efficient, and effective process for the review of Tree Removal permits and other Committee tasks as needed.
- 4. The City Council reviewed the proposed amendments and considered the recommendations of the Planning Commission and held a duly noticed public hearing on April 16, 2024.
- 5. 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, Article 5, Section 15378 because the proposed ordinance will not, either directly or indirectly, result in 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 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 exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378.

SECTION 3. The City Council hereby adopts the ordinance amendments as follows noting that strikethrough and <u>underlined</u> sections refer to those that are recommended for deletion or addition, respectively:

Chapter 17.62 TREE REMOVAL, PRESERVATION AND PROTECTION

17.62.010 Purpose and intent.

A. The city recognizes that the maintenance and new growth of healthy trees facilitates drainage, combats soil erosion, reduces global warming, adds real property and aesthetic values, and provides habitat for wildlife. To enhance the beauty of the city, while at the same time recognizing individual rights to develop private property, the city council adopts this chapter, establishing basic standards and measures to preserve and maintain existing trees and to encourage new tree planting.

B. It is the intent of the city by the adoption of these regulations to limit and restrict the removal of healthy and desirable trees in the city. However, regarding single-family residential properties which cannot be further subdivided, the intent is to limit and restrict only the removal of landmark trees.

•••

17.62.090 Tree committee.

The committee members shall be appointed and the committee shall operate according to Chapter $\boxed{2.12}$ and in the following prescribed manner:

A. The committee shall be established and appointed by the city council for a term of two years on an annual basis by a majority vote of the city council upon a recommendation from the planning commission.

planning commission.

B. The committee shall consist of five members plus one alternate as follows:

1. *Members 1 through 3*. At least three committee members shall be members of the public-at-large. One public-at-large member may reside outside the city. All other public-at-large

members shall be residents of the city. All public-at-large members should preferably have a background, or some knowledge, of planning, landscaping, and/or trees, or any related field.

•••

SECTION 5. 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 6. The City Manager is directed to execute all documents and to perform all

other necessary acts to implement this Ordinance.

SECTION 7. 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 is a true and correct copy of an Ordinance introduced at

a regular city council meeting held on April 16, 2024, and passed and adopted by the City Council

of the City of Marina at a regular meeting duly held on May 7, 2024, 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

5

Members of the Marina City Council

City Council Meeting of April 16, 2024

CITY COUNCIL TO CONSIDER INTRODUCING ORDINANCE NO. 2024-, ADDING CHAPTER 8.70 (PUBLIC NUISANCE), TO THE MARINA MUNICIPAL CODE. THE PROPOSED AMENDMENTS ARE EXEMPT FROM CEQA PER SECTIONS 15060(C)(2) AND 15061(B)(3).

RECOMMENDATION:

It is requested that the City Council:

1. Consider introducing Ordinance No. 2024-, adding Chapter 8.70 (Public Nuisance), to the Marina Municipal Code based on findings and California Environmental Quality Act (CEQA) exemptions Sections 15060(c)(2) and 15061(b)(3) of the CEQA Guidelines.

BACKGROUND

On January 25, 2024, staff presented an informational item to the Marina Planning Commission and received input on the proposed draft Public Nuisance Ordinance (PNO). The Planning Commission provided valuable feedback which was incorporated into the draft ordinance. The Planning Commission did not take formal action on the item as it is outside Title 17 of the Marina Municipal Code (MMC).

The proposed PNO is part of ongoing efforts to update and improve the MMC. Staff discovered that the City of Marina does not have an ordinance that addresses blight or public nuisance generally in the community. The Community Development Department (CDD) now has a full-time Code Enforcement Officer, so it is timely to add such a regulatory framework to the MMC. Staff recommends that the regulations be added to MMC Title 8 - Health and Safety. Title 8 of the MMC is the section of the Code that regulates abandoned vehicles, solid waste disposal, and hazardous materials storage and registration, among other potential enforcement-related activities. The draft ordinance would give Code Enforcement, a division of the CDD, additional tools to regulate public nuisances in the community. Staff has prepared a draft public nuisance ordinance, which is described below and attached as **EXHIBIT A**.

Draft Ordinance

The proposed Public Nuisance Ordinance (PNO) will improve the appearance of the community through the abatement of abandoned buildings or structures, attractive nuisances, buildings, or structures that are in a state of disrepair, property inadequately maintained, and burned buildings that have been abandoned. This is reflected in proposed Section 8.70.010-Purpose, which gives the intent of the ordinance: to promote the health, safety, and general welfare of the City of Marina. This is achieved by requiring maintenance and, when necessary, abatement of blight and/or nuisance conditions on private and public property. Further, the intent is to protect the livability, appearance, and socioeconomic vitality of the City.

As indicated in the table below, staff reviewed several other jurisdictions' blight and nuisance ordinances in an effort to craft one that best fits the unique needs of the City of Marina.

MMC Reference	Topic	Summary	Origin City or Cities
8.70.010	Purpose.	Intent of the ordinance.	Gilroy
8.70.020	Definitions.	Definitions of terms in this code.	Gilroy, Berkeley, and Fremont
8.70.030	Property owner duty to abate nuisance.	All owners must keep their properties nuisance free.	Fremont
8.70.040	Enforcement responsibility.	City manager may delegate staff to enforce this chapter.	Gilroy
8.70.050	Nuisance defined.	Defines the following nuisances on <u>private</u> property: abandoned building or structure, attractive nuisance, building or structure in a state of disrepair, property inadequately maintained, and fire hazard.	Gilroy and Fremont
8.70.060	Unlawful nuisance on public property.	Defines the following nuisances on <u>public</u> property: discarding household items, depositing trash or vegetation, sand, dirt, etc. in the public right-of-way, obstructing the sidewalk, street, or public right-of-way and newspaper stands.	Fremont
8.70.070	Right of entry.	The City has the right to inspect with owner's permission and get a warrant as needed.	Berkeley
8.70.080	Declaration of public nuisance.	Any property that is in violation of this code may be declared a public nuisance.	Fremont
8.70.090	Notice to owner of abatement of nuisance.	Procedures to notify property owners of violations of this code.	Berkeley
8.70.100	Appeal procedure Administrative hearing.	Appeal procedure for violations of this code.	Berkeley
8.70.110	Abatement by city manager upon default of property owner.	If all remedies of this code are exhausted and nuisance conditions continue to exist, the City may abate the nuisance conditions.	Gilroy
8.70.120	Hearing Officer's decision final Judicial review.	Final appeal decisions are subject to judicial review.	Berkeley and Fremont
8.70.130	Summary specific abatement – Imminent danger.	Faster timelines and response for nuisances that are determined to be an imminent danger.	Fremont and East Palo Alto
8.70.140	Collection of abatement costs	If owner does not pay abatement costs, the City may place a lien against the property.	Cupertino

The proposed municipal code amendment, if implemented, would establish the requirement for all properties to be kept free of nuisance and blight. Failure to maintain a property free of nuisance may result in enforcement action including notice to the property owner informing them of the nuisance on their property and instructions on how to abate the nuisance. For owners who do not comply with notices, staff may issue administrative citations, which the property owner has the right to appeal pursuant to MMC Chapter 1.12 (Administrative Fines). If the nuisance continues, the PNO outlines the process in proposed Sections 8.70.090 through 8.70.130 for the City to abate the issues. This includes an appeal process for abatement actions.

FISCAL IMPACT

The proposed PNO will authorize staff to use existing administrative citations in Section 1.12.050 for properties in violation of the code as well as cost recovery tools such as liens for abatement actions. No change to the adopted fee schedule is required to accommodate this amendment to the MMC.

ENVIRONMENTAL REVIEW

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, Article 5, Sections 15060(c)(2) and 15061(b)(3) because the activity would not result in a direct or reasonably foreseeable indirect physical change in the environment and 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. Because the proposed action merely updates the Municipal Code to provide additional methods for the City to abate public nuisances, there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.

CONCLUSION

Respectfully submitted,

This request is submitted for City Council consideration and action.

Nicholas McIlroy	_
Senior Planner	
City of Marina	
REVIEWED/CONCUR:	
Guido Persicone, AICP,	
Community Development Direct	or
City of Marina	
Layne Long	
City Manager	
City of Marina	

DRAFT ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY OF MARINA TO AMEND TITLE 8, ARTICLE OF THE MARINA MUNICIPAL CODE TO ADD CHAPTER 8.70 PUBLIC NUISANCE.

-oOo-

- 1. The Community Development Department (CDD) for the City of Marina (City), through its regular use and implementation of the Marina Municipal Code (MMC), discovered that Public Nuisance Ordinance (PNO) has not been established.
- 2. Through this amendment, the City seeks to modernize the MMC and create a process to abate blighted properties and nuisance conditions on public and private properties that is in common with other California municipalities.
- 3. The amendment will give staff, including the new Code Enforcement Officer, an enforcement tool to address blighted properties and nuisances in the City.
- 4. The proposed PNO will use the administrative citations in Section 1.12.050 for properties in violation of the code and cost recovery will be provided for abatement actions. No change to the adopted fee schedule is required to accommodate this amendment to the MMC.
- 5. The City Council desires to amend the MMC to promote the health, safety, and general welfare of the public by requiring a level of maintenance of private and public property that is not currently in the MMC.
- 6. The proposed ordinance adds new Chapter 8.70 (Public Nuisance), to MMC Title 8, Health and Safety of the MMC.
- 7. The Planning Commission held a duly noticed informational item on the Ordinance amendment on January 25, 2024.
- 8. The City Council held a duly noticed public hearing on the Ordinance amendment on April 16, 2024.

9. This Ordinance is not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Article 5, Sections 15060(c)(2) and 15061(b)(3) because the activity would not result in a direct or reasonably foreseeable indirect physical change in the environment and 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. Because the proposed action merely updates the Municipal Code to provide additional methods for the City to abate public nuisances, there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.

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

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

SECTION 2. The City Council hereby amends the MMC to add Chapter 8.70, as follows:

Exhibit A: Draft Ordinance

Chapter 8.70

PUBLIC NUISANCE

Sections:	
8.70.010	Purpose.
8.70.020	Definitions.
8.70.030	Property owner duty to abate nuisance.
8.70.040	Enforcement responsibility – Delegation of authority.
8.70.050	Nuisance defined.
8.70.060	Unlawful nuisance on public property.
8.70.070	Right of entry.
8.70.080	Declaration of public nuisance.
8.70.090	Notice to property owner of abatement of nuisance.
8.70.100	Appeal procedureAdministrative hearing.
8.70.110	Abatement by city manager upon default of property owner.
8.70.120	Hearing Officer's decision final Judicial review.
8.70.130	Summary specific abatement – Imminent danger.

8.70.010 Purpose.

The purpose of this Chapter is to promote the health, safety, and general welfare of the public by requiring a level of maintenance of residential, commercial, and industrial property which will protect and preserve the livability, appearance, and social and economic stability of the city and which will also protect the public from the health and safety hazards and the impairment of property values which results from the neglect and deterioration of property.

This chapter is not intended to be applied, construed, or given effect in a manner that imposes upon the city, or upon any officer or employee thereof, any duty towards persons or property within the city or outside of the city that creates a basis for civil liability for damages, except as otherwise imposed by law.

8.70.020 Definitions.

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

- A. "Abatement costs" means all specific abatement costs, including reasonable reinspection fees prescribed by city council resolution, administrative and incidental expenses. "Incidental expenses" includes, but is not limited to, personnel costs, both direct and indirect, costs incurred in inspecting the property, in documenting the nuisance, the actual expense to the city for the preparation of notices, preparation of specifications and contracts for abatement and the inspection of the work, the costs of printing and mailings required hereunder, and attorneys' fees pursuant to Cal. Gov't Code § 38773.5.
- B. "Administrative order" means specific conditions imposed on the property owner by the city manager as a condition of continued operation or occupancy of the property. Administrative orders shall be reasonably calculated to resolve the nuisance condition and may include, but are not limited to, modification of management practices and the physical character of the property.
- C. "Attractive nuisance" means property which is in an unsecured state to potentially constitute an attraction to children or other unauthorized persons, or to enable persons to resort there for the purpose of committing a nuisance or unlawful act.
- D. "Building/structure" means any structure, including but not limited to any house, garage, duplex, apartment, condominium, stock cooperative, mobile home, fence, wall, temporary structures, or other residential structure, and any commercial, industrial, or other establishment, warehouse, kiosk, or other structures affixed to or upon real property used for the purpose of dwelling, business, storage, or other activity.
- E. "City manager" shall mean, for the purposes of this code, the City manager and as necessary in consultation with the Community Development Director, Fire Chief, the Building Official, and / or the Chief of Police.
- F. "Commercial establishment" means a for-profit, nonprofit, or not-for-profit organization or institution offering goods or services to the public on a retail, wholesale or charitable basis including mail order, television, radio, Internet and other electronic or light beam impulse device, merchandiser, or service provider.
- G. "Common area" means an entire common interest development as defined in Cal. Civ. Code § 1351, except the separate interests therein.

- H. "Homeowners' association" means any California corporation, nonprofit mutual benefit corporation or unincorporated association created for the purposes of controlling, managing, or maintaining the common areas of a common interest development defined in Cal. Civ. Code § 1351.
- I. "Person" means any individual, firm, partnership, corporation, association or any other organization or entity, however formed. "Person" also includes any public entity or agency that acts as a property owner in the city, other than the City of Marina.
- J. "Property" means all residential, industrial, commercial, and other real property, including but not limited to front yards, side yards, rear yards, driveways, walkways, alleys, private parks, private parklets, common areas and sidewalks, and shall include any building, wall, fence, or other structure, whether fixed or moveable, located on such property.
- K. "Property owner" means any person, whether individual(s) or legal entity(ies), having legal record ownership of the subject property, or effective possession or control of the property, or the person(s) having responsibility for maintenance or management of the subject property, including but not limited to fee owners, lessees, occupants and homeowners' associations. A homeowners' association or a property management company which exercises control or management over a common area shall be deemed a property owner of such common area.
- L. "Specific abatement" includes, but is not limited to, closure of all business activity, vacating of the premises, imposition of administrative orders, revocation of business application and occupancy permits, demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of attracting or harboring rodents or insects or producing odors or blight.
- M. "Substantial abatement" means continuous and consistent progress made by, or caused by, the property owner toward abatement of the conditions described in the abatement notice, which is commenced within the time for abatement stated in the notice and which is reasonably calculated to achieve full abatement in the near future.

8.70.030 Property owner duty to abate nuisance.

- A. Every owner of real property within the city shall manage their property in a manner to avoid violation of this code. The property owner shall be liable for violations thereof regardless of any contract or agreement with any third party regarding the property. When there are multiple property owners, the property owners shall have joint and several liability.
- B. Every property owner in the city is required to conduct all activities in a manner to avoid violation of this code and to correct any nuisance condition.
- C. It shall be the duty of every property owner to keep all parcels of land under the property owner's possession or control, free of nuisance conditions.

8.70.040 Enforcement responsibility – Delegation of authority.

The city manager or his/her designee is charged with the responsibility for the enforcement of this chapter. All city employees with enforcement responsibilities are authorized to make such inspections and take any actions on behalf of the city manager as may be required to enforce the provisions of this chapter.

8.70.050 Nuisance defined.

The existence of any one or more of the following conditions or activities on any property is a public nuisance for the purposes of this chapter. In addition to the conditions and activities identified herein, any condition or activity defined as a public nuisance in the Marina Municipal Code is a nuisance for the purpose of this chapter and may be abated pursuant to the provisions of this chapter.

A. Abandoned Building or Structure.

- 1. A building or structure which is not being inhabited, occupied or used and which is unsecured. For the purposes of this chapter, a building or structure is unsecured when the public can gain entry without the consent of the owner.
- 2. A partially constructed, reconstructed, burned, or demolished building or structure upon which work is abandoned. Work is deemed abandoned when there is no valid and current building or demolition permit or when there has not been any substantial work on the project for a period of six (6) months or more.
- B. Attractive Nuisance. Property which is in an unsecured state so as to potentially constitute an attraction to children or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful act.
- C. A building or structure which is in a state of disrepair such that any one or more of the following conditions is found to exist thereon:
 - 1. Exterior wall and/or roof coverings which have become deteriorated and do not provide adequate weather protection, resulting in termite infestation and/or dry rot.
 - 2. Broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers.
 - 3. Building exteriors, walls, fences, signs, retaining walls, driveways, walkways, sidewalks, or other structures on the property which are burned by at least 25% of the gross floor area, broken, deteriorated, or substantially defaced, to the extent that the disrepair is visible from any public right of way or visually impacts neighboring public or private property or presents an endangerment to public safety.
 - 4. Occupied buildings whose doors or windows are boarded up or covered with tarps or similar opaque material, except as otherwise directed or approved by the city manager or designee.
 - 5. Materials such as tarps or similar nonpermanent articles on roofs for more than 30 days, except as otherwise directed or approved by the city's city manager or designee.
 - 6. Unoccupied buildings which are unsecured.
 - 7. Any violations of California Health & Safety Code § 17920.3 (Substandard building; conditions).

D. Property Inadequately Maintained.

- 1. Overgrown, diseased, dead, or decayed trees, weeds, vegetation, or dilapidated structures that:
 - a. Harbors rats, vermin, or other vectors for disease; or

- b. Substantially detract from the aesthetic and property values of neighboring properties; or
- c. Obstruct public right-of-way or sidewalk or obscure the necessary view of drivers or pedestrians on public streets or private driveways; or
- d. Constitute a fire hazard or other condition that is dangerous to the public health, safety, or welfare.
- 2. Solid waste, which includes "garbage," "refuse" and "rubbish" and all "solid waste" as additionally may be defined in this Code, constitutes blight and blighted property in the following situations:
 - a. The accumulation of solid waste is visible from a street or public right-of-way, is not enclosed in a city-approved container, and is present for more than seventy-two (72) consecutive hours; or
 - b. The accumulation of solid waste is being stored or disposed of in a manner that would allow the material to be transported by wind, into the ground or groundwater system, or otherwise onto or upon any public street, public right-of-way, or neighboring property, unless the method of storage or disposal is specifically allowed by this Code; or
 - c. Accumulation of garbage, litter, bins, boxes, construction debris, bags, dirt, used motor oil, or other debris; or
 - d. Broken or discarded furniture, household furnishings, appliances, equipment, or other items intended for inside use; or
 - e. Washers, dryers, refrigerators, freezers or other appliances or similar items on the property that is viewable from the public right-of-way; or
 - f. Junk, trash, shopping carts, salvage materials, scrap metal, bottles, cans, wire, paint cans, or other debris kept on the property except recycling materials contained in an enclosed non habitable structure or appropriate container; or
 - g. Fuel tanks, storage tanks or cylinders for any type of liquid, vapor, or gas, or other such containers which are not in an approved and enclosed structure, connected to a gas appliance or attached to a recreational vehicle, camper, or camping trailer; or
 - h. Attractive nuisances or any dangerous machinery or conditions including, but not limited to, abandoned, broken or neglected equipment, tools, and vehicle repair equipment; or
 - i. The storage of construction materials on a construction site for more than 30 days where there is no ongoing construction activity.
- 3. Any swimming pool, pond or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted or becoming a breeding ground for mosquitos. Polluted water is defined for the purpose of this chapter, as water which contains organic growth, including algae, remains of rubbish, refuse, debris, papers, and any other foreign matter or materials, which, because of its nature or locations, constitutes an unhealthy or unsafe condition.
- E. Any fire hazard as defined in California Code of Regulations Title 19, Division 1.

8.70.060 Unlawful nuisance on public property.

It shall be unlawful for any property owner to maintain or to allow to be maintained property for any purpose so as to create any of the following conditions on adjacent or contiguous public property:

- A. The discarding of furniture, appliances, containers of used motor oil, car batteries, tires and other household waste upon a public street, right-of-way or other public property;
- B. The depositing or spilling of debris, including trash, paper, wood, plant cuttings and other vegetation onto the public right-of-way or other public property;
- F. The depositing of mud, dirt, sand, gravel, or concrete onto the public right-of-way;
- G. The existence of any condition or use which unlawfully obstructs the free passage or use of any public right-of-way, street, or sidewalk; and
- H. Newspaper and magazine racks, stands or boxes that are in disrepair with broken or missing doors, or broken glass, deteriorated exterior, or defaced with graffiti, or stickers.

8.70.070 Right of entry.

In the event that the property owner fails to consent to the City entering their property for the purposes of inspecting and/or abating a nuisance under this chapter, the City may obtain a warrant, to the extent legally required, from any court having jurisdiction if cause exists pursuant to Code of Civil Procedure Section 1822.52 to issue said warrants.

8.70.080 Declaration of public nuisance – Remedy by civil penalty or infraction citation

- A. Any property found to be maintained in violation of Section Sections 8.70.050 or 8.70.060 is hereby declared to be a public nuisance and may be abated pursuant to the procedures set forth in this chapter. The procedures for abatement set forth in this chapter shall not be exclusive and shall not in any manner limit or restrict the city from enforcing other city ordinances or abating public nuisances in any other manner provided by law including citations for infractions or civil penalties.
- B. Property nuisances determined pursuant to this chapter may be remedied by an infraction citation as provided in Chapter 1.08 (Code Violations Penalties) or by civil penalties as provided in Chapter 1.12 (Administrative Fines). Whenever civil penalty citations are used to remedy nuisances, the procedures of Section 1.12.050 shall apply. This includes the administrative hearing procedures in Section 1.12.090.

8.70.090 Notice to property owner of abatement of nuisance.

Whenever the city manager or his/her designee determines that property in the City is maintained as a nuisance as provided for in this chapter and that abatement of such nuisance is to be required, the city manager or his/her designee may:

- A. Provide written notice to abate to the property owner in the manner and in the form provided in this chapter.
- B. The notice shall state the proper street address of the subject property and should be served personally to the property owner or by certified mail, postage prepaid, return receipt requested. Additionally, one copy of the notice shall be conspicuously posted on the property.

- C. The notice shall advise the property owner of a reasonable time limit in which the property owner shall take corrective action to remedy the nuisance. In no event shall the property owner be given less than seven (7) calendar days, and no more than 60 calendar days to take corrective action, except where there is an immediate threat to public health or safety when shorter notice may be prescribed pursuant to Section 8.70.130. The property owner must commence the corrective action requested in the notice within 30 days of the date of the notice. The City may waive the time limits of this subsection if a natural disaster, such as, fire, flood or earthquake interferes with the owner's ability to complete the corrective action within the specified time, or the work to be performed is inherently of a nature which cannot reasonably be completed within the time limits.
- D. The notice shall specify the section of law violated and state all the facts constituting the nuisance.
- E. The notice shall specify the corrective action required, including temporary corrective action when appropriate, and inform the property owner of City programs if available. The corrective action shall be such that it eliminates the adverse impact of the property on the neighborhood and/or eliminates the contribution of that property to the dilapidated or deteriorated appearance of the neighborhood as determined by the city manager or his/her designee.
- F. The notice shall advise the property owner that failure to correct the violation may result in the City's correcting the violation and collecting the charges by billing or by lien on the property.
- G. The notice shall advise the property owner of the right to file an appeal within fifteen calendar days if the owner seeks to challenge the charge that a nuisance exists. Appeals shall be conducted in the manner provided for appeal of administrative fines in Chapter 1.12.
- H. The notice shall advise the owner they must either correct the violation or request an appeal in order to avoid City abatement and liability for cost of abatement.
- I. The notice shall advise the owner that failure to appeal shall constitute waiver of the right to an administrative hearing to contest the charge of nuisance.
- J. The notice shall indicate whether the city has elected to seek, as a part of abatement costs, reasonable attorneys' fees incurred in abating the nuisance. Such notice shall also state that if the city elects to seek reasonable attorneys' fees, the prevailing party may be entitled to seek reimbursement of reasonable and necessarily incurred attorneys' fees, provided any such fees awarded against the city shall not exceed the amount of reasonable attorneys' fees incurred by the city.

8.70.100 Appeal procedure--Administrative hearing.

The property owner may appeal the nuisance determination to the City by filing an appeal within fifteen working days of the date of mailing of the notice to abate. The appeal shall identify the property and state the objections together with all material facts in support thereof. Nuisance determination appeals shall be conducted in the manner provided for appeal of administrative fines in in Chapter 1.12.

8.70.110 Abatement by city manager upon default of property owner.

If abatement of the nuisance has not been commenced and prosecuted to completion with due diligence as required by the written hearing decision, the city manager, or his/her designee, shall forthwith abate or cause to be abated the nuisance upon the premises and the abatement cost thereof shall be billed to the property owner. Payment of the abatement cost shall be due within 30 calendar days of the mailing date. A property owner has the right to appeal the cost of abatement within fifteen working days, in the manner provided for appeal of administrative fines in Chapter 1.12. The full payment of the abatement must be paid prior to the appeal hearing. If the costs are lowered after appeal, then the City shall refund those amounts within thirty days of the decision.

8.70.120 Hearing Officer's decision final -- Judicial review.

The hearing officer's decision shall be final and shall only be subject to judicial review in the manner provided for judicial review of administrative fines in Section 1.12.100 and the Code of Civil Procedure Sections 1094.5 and 1094.6.

8.70.130 Summary specific abatement – Imminent danger.

- A. If the city manager or his/her designee determines that any nuisance constitutes an immediate threat of serious injury or harm to persons or property that is likely to occur during the pendency of abatement proceedings, such official may cause the condition to be summarily abated in accordance with the procedures set forth in this section.
 - 1. Actions taken to specifically abate imminently dangerous property nuisances may include, but are not limited to, any specific abatement action determined by the city manager to be necessary.
 - 2. Summary specific abatement actions taken by the city manager shall be fully documented prior to or contemporaneously with specific abatement. Documentation may include photographs or drawings of the condition, and a written statement by city staff, and/or other firsthand witnesses as to the circumstance, condition or occurrence constituting the nuisance.
 - 3. Whenever the city manager determines that summary specific abatement is justified by an imminently dangerous condition, circumstance, or occurrence, the city manager shall, if practicable, give immediate written notice to the property owner and personal or written notice to the occupant of the premises as to the nuisance. If the property owner cannot be located or fails to take prompt appropriate action to abate the nuisance, the city manager may proceed to take abatement action authorized in this chapter to the extent necessary to remedy the immediate danger without further notice or right to a prior hearing.
 - 4. No imminently dangerous building or property shall be abated by demolition unless the order is based on a competent declaration under penalty of perjury by the city manager or the building official, describing the specific conditions existing in the structure which justify the demolition.
 - 5. Prior to any demolition as provided for in this chapter, the property owner may submit engineering or other information supporting preservation of the building rather than demolition. Such data or information shall be submitted to the city manager within five (5) city business days after the declaration of substandard building is received by the property owner. The city manager shall have no duty to withhold demolition in an emergency situation.

- 6. Once summary specific abatement action has been completed, the property owner may appeal the need for abatement action, and/or the abatement cost, in the manner provided for appeal of administrative fines in Sections 1.12.090 and 1.12.100, within 15 working days after service, by certified mail, postage prepaid, of the statement of abatement cost. No abatement cost shall be assessed against a property owner under this section if the city hearing officer makes a finding, based on the objections and protests, that the property owner did not create, acquiesce in, or allow to continue the nuisance which created the need for summary specific abatement or was otherwise not at fault.
- 7. The procedures provided in this section shall not apply in the circumstances of a disaster event as described in Section 2.20.020.
- B. Nothing in this chapter shall prevent public safety officials from taking any and all actions in emergency situations they deem necessary or appropriate in order to protect the public health, safety and general welfare.

8.70.140 Collection of abatement costs.

Upon completion of the abatement work and appeal proceedings related to the report of costs served, if the property owner does not pay the abatement costs within the specified time, the city manager or his/her designee may either:

- A. Pursuant to and in accordance with Government Code § 38773.1, cause a lien to be charged against the parcel. Once payment in full is received by the city, the city shall provide the record owner with a notice of satisfaction so they may record the notice with the County Recorder. Recordation of the notice of satisfaction shall cancel the city's lien; or
- B. Pursuant to and in accordance with Government Code § 38773.5(a), cause a copy of the report of costs to be transmitted, together with a copy of the final decision (if applicable) confirming the same, to the County Treasurer-Tax Collector, who shall add the amount of abatement costs, or unpaid portion thereof, to the next regular tax bill as a special assessment, for the municipal purposes, against such parcel. The amount of the assessment shall be collected at the time and in the manner as ordinary municipal taxes. If such assessment is delinquent, the amount shall be subject to the same interest and penalties and procedure of foreclosure and sale provided for ordinary municipal taxes and the property may be sold after three years by the County Treasurer-Tax Collector for unpaid delinquent assessments. Notice shall be provided, by certified mail, to the property owner and shall be given at the time of imposing the assessment and shall specify that the property may be sold after three years by the County Treasurer-Tax Collector for unpaid delinquent assessments.

SECTION 5. <u>Severability</u>. 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 6. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 7. 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 is a true and correct copy of an Ordinance introduced at a regular city council meeting held on April 16, 2024, and passed and adopted by the City

Council of the City of Marina at a regular meeting duly held on May 7, 2024, by the following

vote:

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

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT B

DRAFT ORDINANCE FINDINGS

General Plan Compliance

1) Consistency with General Plan Policy 2.3, paragraph 4: Housing and Neighborhoods. Policies pertaining to the use of land for residential purposes are found in this section. Here can be found the policies and recommendations for accommodating projected population growth, providing housing to meet the needs of all income levels and of residents with special needs, and protecting and enhancing the quality of neighborhoods.

Evidence:

The addition of the proposed Public Nuisance Ordinance (PNO) will ensure that all property owners must keep a level of maintenance, which will protect the livability, appearance, and socioeconomic stability of the city as it grows.

2) Consistency with General Plan Policy 2.22: The General Plan's housing and neighborhood policies and related programs have a dual function: to protect and enhance the quality of the City's existing housing stock and neighborhoods; and to accommodate a fair and reasonable share of the region's growth over the next 20 years. The latter function should take place in a manner which responsibly addresses a full range of concerns, among which are: [...] (3) concerns related to qualify of life, including community appearance and housing and neighborhood stability; and (4) socioeconomic concerns related to affordability of housing, community diversity, a balance of housing with local jobs, and the maintenance of a sound fiscal base for the community. [...]

Evidence:

The addition of an PNO will protect the current and future neighborhoods from health and safety hazards and the impairment of property values which results from the neglect and deterioration of property.

Marina Municipal Code (MMC) Compliance

1) Consistency with MMC Chapter 8.22 (Parking and Storage of Vehicles, Boats and Parts in Residential Areas), Finding and purpose: It is found and determined that the parking and storage of vehicles, motor vehicles, trailers and boats and the parts thereof within the front and side yards of premises in residential areas within the city creates a condition which detracts from the appearance of residential neighborhoods and reduces the value of private property, promotes blight and deterioration, creates fire hazards, constitutes an attractive nuisance which creates a hazard to the health and safety of minors, and is injurious to the health, safety and general welfare.

Evidence:

The proposed ordinance will support this chapter that specifically addresses the blight and nuisance of parking and storage of vehicles in a way that detracts from the appearance of a residential neighborhood. The PNO expands the definition of blight and nuisance to include abandoned buildings or structures, other attractive nuisances on properties, buildings, or structures in a state of disrepair, properties inadequately maintained, and fire hazards. Further, the PNO also includes nuisance

conditions on public property such as dumping household items and obstructing the public right-of-way.

2) Consistency with MMC Chapter 12.28 (Graffiti): The existence of graffiti tends to encourage other acts of malicious vandalism and may breed community discontent leading to other forms of criminal activity. The council finds and determines the graffiti is obnoxious and a public nuisance and that unless it is removed expeditiously from public and private property, it tends to remain. Other properties then become the target of graffiti with the result that entire neighborhoods are affected, and the entire community depreciates in value and becomes a less desirable place to live.

Evidence:

The proposed ordinance is consistent with this chapter's definition of a nuisance condition. Therefore, the proposed ordinance will expand the tools to abate it. Therefore, both the Graffiti chapter and the proposed ordinance protect the livability, appearance, and socioeconomic stability of the city.