



AMENDED

AGENDA

Tuesday, July 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**

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

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

PARTICIPATION

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

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

AGENDA MATERIALS

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

VISION STATEMENT

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

1. CALL TO ORDER



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

Jenny 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:

a. Introduction of New Employees

- i. Timothy Collins, Recreation Specialist
- ii. Tori Hannah, Finance Director

b. Proclamations

- i. Supporting the Rights of Children
- ii. Parks and Rec Month

c. Presentations

- i. Police Firework Enforcement Presentation
- ii. 3CE Annual Presentation

7. COUNCIL AND STAFF ANNOUNCEMENTS:

8. PUBLIC COMMENT: *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*

9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
10. CONSENT AGENDA: *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
 - a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Accounts Payable Check Numbers 104692-104790, totaling \$857,991.54.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) June 18, 2024, Regular City Council Meeting
 - (2) June 24, 2024, Special City Council Meeting
 - c. CLAIMS AGAINST THE CITY: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Comcast (Project Resources Group) for a claim received on March 1, 2024.
 - 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-, confirming levy of a special tax for the City of Marina Community Facilities District No. 2007-2 (Locke Paddon) for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09; and consider adopting Resolution No. 2024-, certifying City of Marina compliance with State law (Proposition 218) with respect to levying of special taxes for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09. *(Not a Project under CEQA per Article 20, Section 15378)*
 - (2) Adopting Resolution No. 2024-, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 (The Dunes) for Fiscal Year 2024-25 as authorized by Ordinance No. 2015-03; and adopting Resolution No. 2024-, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for Fiscal Year 2024-25. *(Not a Project under CEQA per Article 20, Section 15378)*

g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*

- (1) Adopting Resolution No. 2024-, approving a lease between the City of Marina, and Bay Area Environmental Research Institute (BAERI) for a portion of the property located at 3262 Imjin Road (Building 515) six weeks at the Marina Municipal Airport. *(Not a Project under CEQA per Article 20, Section 15378)*
- (2) Adopting Resolution No. 2024-, approving a Reimbursement Agreement regarding the Community Facilities District No. 2024-1 (“The Dunes West Side Services CFD”). *(Not a Project under CEQA per Article 20, Section 15378)*
- (3) Adopting Resolution No. 2024-, approving Amendment No. 2 to the Agreement between City of Marina and New Image Landscape Company of Fremont, California, to extend the amended contract for two years and increase the compensation payable to the Contractor by \$31,344.00 annually. *(Not a Project under CEQA per Article 20, Section 15378)*
- (4) Adopting Resolution No. 2024-, approving a network distribution equipment site joint use and access agreement with The Internet Store, Inc., a California corporation, d/b/a Cruzio for the joint use and lease of a City properties to establish a wireless broadband internet network for Marina residents and businesses. *(Not a Project under CEQA per Article 20, Section 15378)*
- (5) Adopting Resolution No. 2024-, authorizing the City Manager to enter into a purchase and sale agreement to acquire the property located at 306 Reservation Road, City of Marina, APN 032-173-006-000 (the “Property”) for a purchase price not to exceed \$294,549, subject to any deductions due to deferred maintenance and other transaction costs; and consent to the sale and transfer of the Property to the City of Marina and to issue a Certificate of Acceptance as set forth in California Government Code Section 27281, evidencing such consent. *(Not a Project under CEQA per Article 20, Section 15378)*

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Adopting Resolution No. 2024-, receive and file the City’s Annual Audit for the period ending June 30, 2023; and receive and file the City’s Annual Single Audit Report for the period ending June 30, 2023; and receive and file the City of Marina Auditor Governance Letter (SAS 114) and Management Letter (SAS 115) for the fiscal year ending June 30, 2023. *(Not a Project under CEQA per Article 20, Section 15378)*

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

m. APPROVE APPOINTMENTS:

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

- a. Council to open a public hearing and consider adopting an ordinance amending the Marina Municipal Code Title 2 (Administration and Personnel) to update terminology in the Code for inclusivity: replacing “councilman” with “councilmember”; and find that the action is not a project under CEQA.
12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Receive a report regarding recommended updates to the Monterey Peninsula Region Park District Master Plan and Design Development Report for Locke-Paddon Wetland Park and provide direction to the City Manager. **[30-mins]**
- b. Receive presentation from FM3 Presentation on Bond on public opinion survey for the proposed GO Bond ballot measure; and provide direction to staff. *(Not a Project under CEQA per Article 20, Section 15378)* **[120-mins]**
- c. Adopting Resolution No. 2024-, determining that the public interest and necessity demand the construction of certain municipal improvements and making findings relating thereto. *(Not a Project under CEQA per Article 20, Section 15378)* **[10-mins]**
- d. Open a public hearing and introduce Ordinance No. 2024, establishing the City of Marina Special District Financing Code as Chapter 3.35 of the City of Marina Municipal Code. *(Not a Project under CEQA per Article 20, Section 15378)* **[10-min]**
- e. Adopting Resolution No. 2024-, receiving the Fee Study Update; adopting the new Master Fee Schedule and implement adjustments effective September 1, 2024*(Not a Project under CEQA per Article 20, Section 15378)* **[30-min]**
14. COUNCIL & STAFF INFORMATIONAL REPORTS:
 - a. Monterey County Mayor’s Association [Mayor Bruce Delgado]
 - b. Council reports on meetings and conferences attended (Gov’t Code Section 53232).
15. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing AMENDED 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 2:30 p.m., Monday, July 1, 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.cityofmarina.org), at the Monterey County Marina Library Branch at 190 Seaside Circle and at the Office of the City Clerk at 211 Hillcrest Avenue, Marina between the hours of 10:00 a.m. 5:00 p.m., on the Monday preceding the meeting.

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

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

Upcoming 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, July 16, 2024 (Cancelled)~~

****Wednesday, August 7, 2023**

~~Tuesday, August 20, 2024 (Cancelled)~~

***Wednesday, September 4, 2024**

Tuesday, September 17, 2024

Tuesday, October 1, 2024

Tuesday, October 15, 2024

*****Wednesday, November 6, 2024**

Tuesday, November 19, 2024

Tuesday, December 3, 2024

Tuesday, December 17, 2024

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

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

***** Regular Meeting rescheduled due to General Election Day**

C I T Y H A L L 2 0 2 4 H O L I D A Y S
(City Hall Closed)

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, December 24, 2024-Friday, December 31, 2024

2024 COMMISSION DATES

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

July 11, 2024 Cancelled	September 12, 2024	November 14, 2024
July 25, 2024	September 26, 2024	November 28, 2024 (Cancelled)
August 8, 2024	October 10, 2024	December 12, 2024
August 22, 2024	October 24, 2024	

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

July 18, 2024	September 19, 2024	November 21, 2024
August 15, 2024	October 17, 2024	December 19, 2024

Up coming 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.

September 11, 2024 December 4, 2024

Up coming 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.

July 13, 2024 Cancelled October 12, 2024



Proclamation

PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF MARINA SUPPORTING THE RIGHTS OF CHILDREN

In recognition of the fundamental importance of safeguarding the rights and welfare of children, the City of Marina hereby proclaims the following:

WHEREAS, the City of Marina is dedicated to upholding and protecting the rights of children; and

WHEREAS, the City of Marina wishes to help bring attention to the issues surrounding "voluntourism" generally and specifically when involving orphanages; and

WHEREAS, it has been revealed that the "voluntourism" industry has grown into a multibillion-dollar industry, often profiting from the institutionalizing of children; and

WHEREAS, there are currently no standardized requirements, such as minimum experience, age, or background checks, for volunteers traveling abroad to work with vulnerable children; and

WHEREAS, organizations facilitating volunteer placements in residential care homes are not mandated to maintain adequate oversight, ensuring that the children receive the minimum standard of care and preventing any potential trafficking of the children from their homes; and

WHEREAS, searching for "volunteering with orphans" in a specific country on popular search engines yields advertisements promoting such activities, without any warnings about the dangers they pose to children, inadvertently contributing to the risk of child trafficking; and

WHEREAS, both the United States of America and the state of California currently lack legislation to protect children abroad and to combat domestically funded human trafficking; and

WHEREAS, the 2019 United Nations General Assembly (UNGA) Resolution to the Rights of the Child, Article 35(t), urges governments to take appropriate measures to prevent and address the harms associated with volunteering programs in orphanages, including in the context of tourism, which can lead to trafficking and exploitation.

NOW, THEREFORE, PROCLAIMED THAT I, Bruce C. Delgado, Mayor of the City of Marina, together with the City Council and the citizens of Marina, take a stand in the protection of children's rights and reaffirms its commitment to raising awareness about the perils related to volunteering programs in orphanages, particularly in the context of tourism, which can lead to child trafficking and exploitation.

Dated this 2nd day of July 2024



Bruce C. Delgado, Mayor



Proclamation

National Parks and Recreation Month

-oOo-

WHEREAS parks and recreation is an integral part of communities throughout this country, including Marina, CA; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing space for playgrounds, sports, walking trails, riding trails, skateboarding, and bike riding; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming, such as out-of-school time programming, youth sports, adult fitness, and senior activities, are critical to lifelong learning and development; and

WHEREAS parks and recreation increases Marina's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

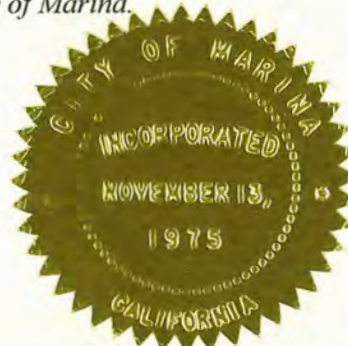
WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Marina recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Mayor Bruce Delgado, on behalf of the entire City Council, recognize July as Park and Recreation Month in the City of Marina.

Dated this 2ndth day of July 2024



Bruce C. Delgado, Mayor

CITY OF MARINA ***3CE Annual Presentation***

Judith Young

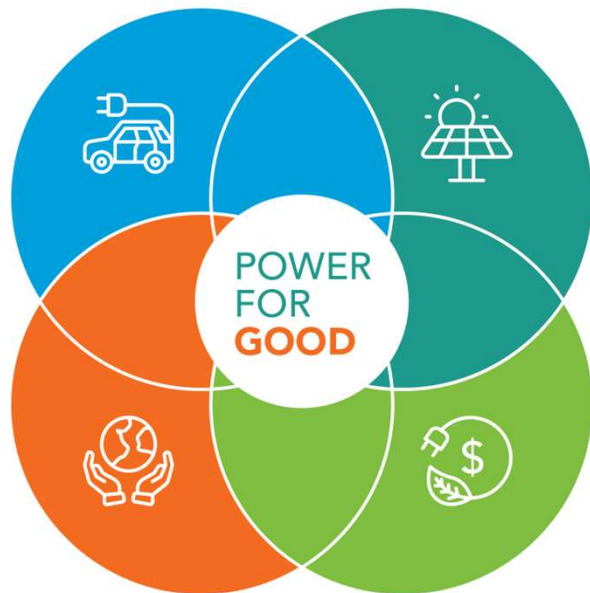
Senior Account Manager, Member Agencies
July 2, 2024



A PARTNERSHIP TO SUPPORT SHARED CUSTOMERS



2023 YEAR IN REVIEW



Lower emissions



Cleaner more reliable grid



Community investment



Stable and responsible rates



Central Coast
Community
Energy

3CE PRIORITIZES INNOVATION

- One of California's first solar + storage projects*
- The state's first new geothermal project in three decades*
- The largest compressed air battery storage in the world*

ADDITIONALITY – THE KEY TO OUR PROCUREMENT STRATEGY

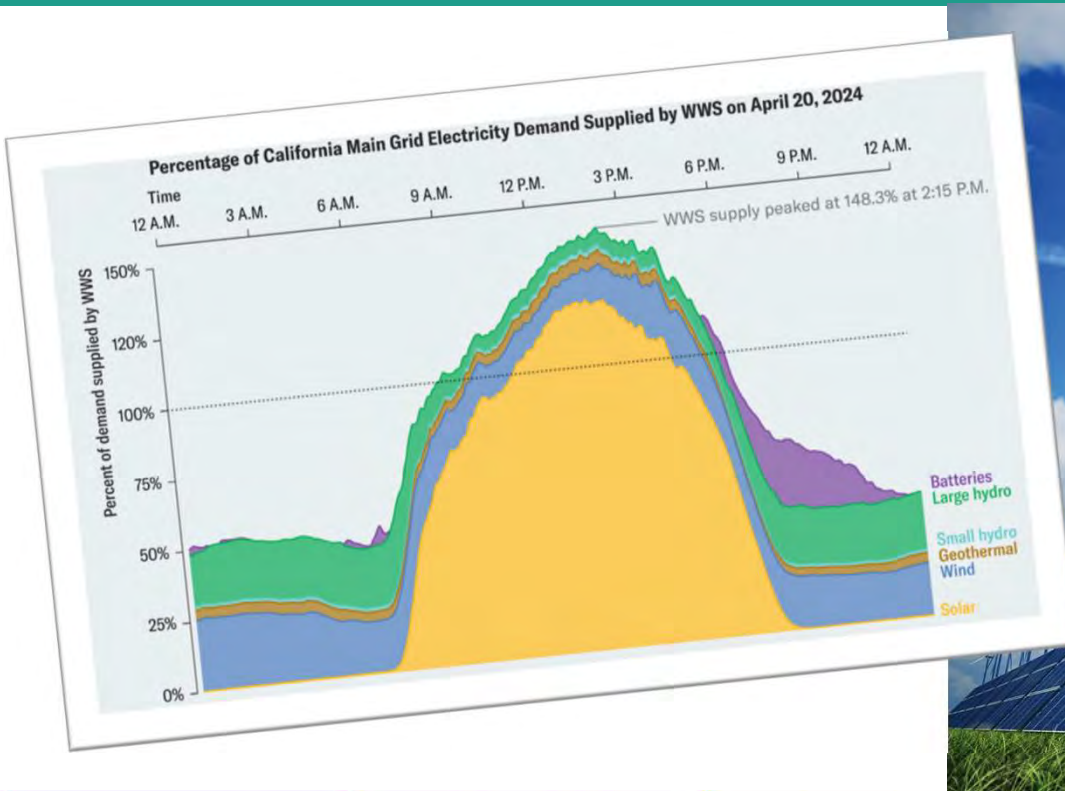
Investing in a diverse portfolio of renewables coupled with innovative energy storage capacity

OUR PROGRESS TO 100% RENEWABLE



Central Coast
Community
Energy

CALIFORNIA BREAKS RENEWABLE ENERGY RECORDS



Central Coast
Community
Energy

3CE DELIVERS POWER FOR GOOD

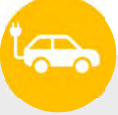
- *Affordable Rates*
- *Project Selection Criteria*
- *Rebates & Incentives*



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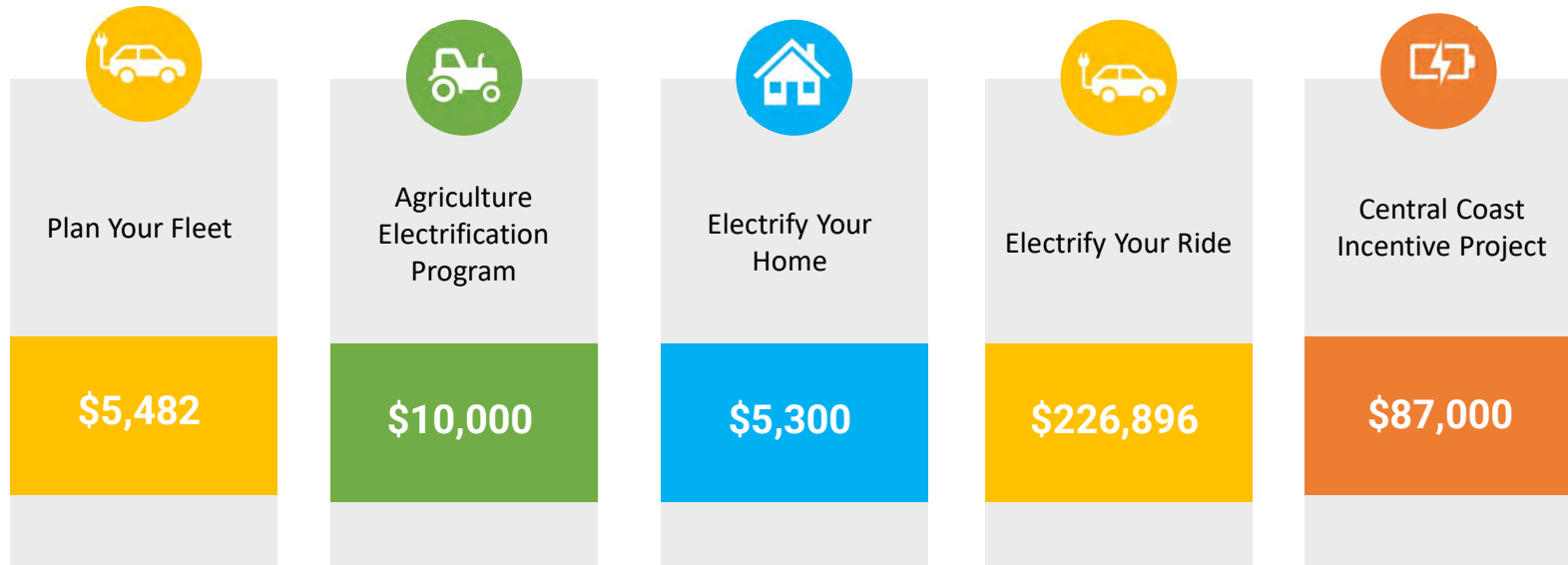
INVESTING IN YOUR COMMUNITY

Residential, Commercial, & Agriculture Rebates Available

						
	Agriculture Electrification Program	Concierge	Electrify Your Home	Electrify Your Ride	New Construction Electrification	Electric Bus
Residential	-	-	\$17,385	\$1000-4000	\$5,000	-
Commercial & Ag	\$75,000	\$24,000	\$2,500 per unit	\$150,000	\$250,000	\$200,000

INVESTING IN YOUR COMMUNITY

Total Investment Over \$334,000



INVESTING IN YOUR CITY'S ENERGY TRANSITION

Member Agency Programs:

Plan Your Fleet

Electrify Your Fleet

Charge Your Fleet



Central Coast
**Community
Energy**

INVESTING IN YOUR CITY'S ENERGY TRANSITION

- Reach Code Program*
- Charging Stations/Charge-ready*
- Member Agency Communications*



Thank You

3CE.org



877-455-2223

info@3CE.org

Judith Young **jyoung@3ce.org**
Senior Account Manager **(805) 693-2000**



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10074 - Bob Murray & Associates	10677	Professional Services - Asst. City Manager Recruitment	Paid by Check # 104701		06/15/2024	06/06/2024	06/06/2024		06/21/2024	3,018.75
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$3,018.75
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,018.75
Division 000 - Non-Div Totals							Invoice Transactions	1		\$3,018.75
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	1		\$3,018.75
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000503-R-0005	Avast Endpoint 1 yr Renewal	Paid by Check # 104738		06/08/2024	06/06/2024	06/06/2024		06/21/2024	4,938.06
10905 - Taygeta Scientific, Inc.	001147	Corrected Invoice - 423 -R-0064 - IT Support	Paid by Check # 104738		04/16/2024	06/06/2024	06/06/2024		06/21/2024	750.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions	2		\$5,688.06
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$5,688.06
Division 000 - Non-Div Totals							Invoice Transactions	2		\$5,688.06
Department 125 - I. T. Totals							Invoice Transactions	2		\$5,688.06
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18225	FY22-23 Chavan & Associates City Financial Audit	Paid by Check # 104705		04/18/2024	06/20/2024	06/20/2024		06/21/2024	10,125.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$10,125.00
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	24-12	Service 6/3-13/2024	Paid by EFT # 4760		06/14/2024	06/17/2024	06/17/2024		06/21/2024	2,327.50
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions	1		\$2,327.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$12,452.50
Division 000 - Non-Div Totals							Invoice Transactions	2		\$12,452.50
Department 130 - Finance Totals							Invoice Transactions	2		\$12,452.50



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10257 - Goldfarb & Lipman	473322	General - May 2024	Paid by EFT # 4753		06/11/2024	06/06/2024	06/06/2024		06/21/2024	4,512.00
10257 - Goldfarb & Lipman	473323	Marina Heights - May 2024	Paid by EFT # 4753		06/11/2024	06/06/2024	06/06/2024		06/21/2024	128.00
10257 - Goldfarb & Lipman	473324	The Dunes - May 2024	Paid by EFT # 4753		06/11/2024	06/06/2024	06/06/2024		06/21/2024	160.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	3		\$4,800.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$4,800.00
Division 000 - Non-Div Totals							Invoice Transactions	3		\$4,800.00
Department 150 - City Attorney Totals							Invoice Transactions	3		\$4,800.00
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
11476 - Chavan & Associates LLP	C&A-18225	FY22-23 Chavan & Associates City Financial Audit	Paid by Check # 104705		04/18/2024	06/20/2024	06/20/2024		06/21/2024	2,000.00
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals							Invoice Transactions	1		\$2,000.00
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4568735	Beach Rd & Deforest Rd Windy Hill Park	Paid by Check # 104741		06/13/2024	06/14/2024	06/14/2024		06/21/2024	260.35
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$260.35
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	21855111	CALNET3-9391023436 (239-461-6578)	Paid by Check # 104698		06/13/2024	06/17/2024	06/17/2024		06/21/2024	64.10
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$64.10
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 2024 562-0	PG&E - 4758891562-0	Paid by Check # 104728		06/10/2024	06/17/2024	06/17/2024		06/21/2024	1,582.70
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$1,582.70
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056025061424	327 Reindollar Ave	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	71.92
10349 - Marina Coast Water District	000056020061424	304 Hillcrest Ave	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	111.66
10349 - Marina Coast Water District	000056018061424	208 Palm Ave	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	153.71
10349 - Marina Coast Water District	000056017061424	208-A Palm Ave	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	168.16



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	13000325 053124	2800 2nd Ave	Paid by Check # 104725		05/31/2024	06/12/2024	06/12/2024		06/21/2024	55.50
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		5	\$560.95
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	368930690001	Office Supplies	Paid by Check # 104726		06/04/2024	06/06/2024	06/06/2024		06/21/2024	371.03
10732 - Office Depot-General Account	372009343001	Credit for cancelled item - Cyan Toner	Paid by Check # 104726		06/06/2024	06/06/2024	06/06/2024		06/21/2024	(117.89)
10540 - Sierra Springs & Alhambra	7266038 060724	Water Cooler Rentals and Replacement	Paid by Check # 104734		06/07/2024	06/06/2024	06/06/2024		06/21/2024	126.90
10469 - Stordok	53548775	Water Document Shredding - City Hall	Paid by EFT # 4762		06/10/2024	06/06/2024	06/06/2024		06/21/2024	75.00
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		4	\$455.04
Account 6600.340 - Other Charges Insur - Liability										
10131 - Cima Insurance	04-22-24	VIS volunteer fees	Paid by Check # 104706		04/22/2024	06/17/2024	06/17/2024		06/21/2024	751.60
Account 6600.340 - Other Charges Insur - Liability Totals							Invoice Transactions		1	\$751.60
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	530732502	City Hall Copier Lease - June 2024	Paid by Check # 104721		06/04/2024	06/06/2024	06/06/2024		06/21/2024	380.20
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions		1	\$380.20
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		15	\$6,054.94
Division 000 - Non-Div Totals							Invoice Transactions		15	\$6,054.94
Department 190 - Citywide Non-Dept Totals							Invoice Transactions		15	\$6,054.94
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228783	Janitorial Service - Police/Fire/Airport June 2024	Paid by EFT # 4751		06/25/2024	06/20/2024	06/20/2024		06/21/2024	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions		1	\$1,308.34
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	06-29-24	Boarding for K-9 Riley - May 2024	Paid by Check # 104716		06/29/2024	06/18/2024	06/18/2024		06/21/2024	450.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	04-30-24	Monthly Maintenance K-9 Training - April 2024	Paid by Check # 104716		04/30/2024	06/18/2024	06/18/2024		06/21/2024	250.00
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	03-25-24	Monthly Maintenance K-9 Training - March 2024	Paid by Check # 104716		03/25/2024	06/18/2024	06/18/2024		06/21/2024	250.00
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	05-27-24	Monthly Maintenance K-9 Training - May 2024	Paid by Check # 104716		05/27/2024	06/18/2024	06/18/2024		06/21/2024	250.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc Totals							Invoice Transactions	4		\$1,200.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$2,508.34
Division 000 - Non-Div Totals							Invoice Transactions	5		\$2,508.34
Department 210 - Police Totals							Invoice Transactions	5		\$2,508.34
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124280	Plan review & inspection for Ross, 117 General Stillwell	Paid by Check # 104704		06/09/2024	06/13/2024	06/13/2024		06/21/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124278	Building Permit - Plan review and Inspection Gas Station/Carwash	Paid by Check # 104704		06/09/2024	06/13/2024	06/13/2024		06/21/2024	215.00
10841 - Carmel Fire Protection Associates - Art Black	124279	Plan review & inspections at Sea Haven Townhomes, lot 38	Paid by Check # 104704		06/09/2024	06/13/2024	06/13/2024		06/21/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	2023-L	Apartment Inspections (38 apts)	Paid by Check # 104704		06/08/2024	06/17/2024	06/17/2024		06/21/2024	2,850.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	4		\$3,525.00
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228783	Janitorial Service - Police/Fire/Airport June 2024	Paid by EFT # 4751		06/25/2024	06/20/2024	06/20/2024		06/21/2024	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$516.66
Account 6360.570 - Maint & Repairs Other Svc Agr										
10623 - Xerox Financial Services	5708856	FD Monthly Copier Charges 04/17/24 to 05/16/24	Paid by Check # 104746		04/27/2024	06/17/2024	06/17/2024		06/21/2024	239.26
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$239.26



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11134 - Leisure West Camper Shells, Inc.	25161	Camper shell for command vehicle	Paid by Check # 104715		06/18/2024	06/18/2024	06/18/2024		06/21/2024	4,840.00
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 1	\$4,840.00
Account 6400.100 - Material & Suppl CSA 74 Funded										
10077 - Bound Tree Medical	85276043	Medical Supplies - Cardiac Electrodes & Batteries	Paid by Check # 104702		03/11/2024	06/13/2024	06/13/2024		06/21/2024	1,002.86
10077 - Bound Tree Medical	85333756	Medical Supplies, Soft stretcher, rescue seat	Paid by Check # 104702		05/01/2024	06/13/2024	06/13/2024		06/21/2024	612.86
10077 - Bound Tree Medical	85250472	Medical Supplies	Paid by Check # 104702		02/14/2024	06/13/2024	06/13/2024		06/21/2024	3,260.05
Account 6400.100 - Material & Suppl CSA 74 Funded Totals									Invoice Transactions 3	\$4,875.77
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	088592	Batteries AA & AAA	Paid by Check # 104692		06/16/2024	06/17/2024	06/17/2024		06/21/2024	36.03
10927 - Ace Hardware - Fire Dept.	088623	Supplies, batteries, cleaner, velcro & gorilla tape	Paid by Check # 104692		06/19/2024	06/20/2024	06/20/2024		06/21/2024	66.60
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 2	\$102.63
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires										
10323 - L.N. Curtis & Sons	INV909243	3 RIC bags for apparatus 19-01, 21-01 & 07-01	Paid by EFT # 4756		06/18/2024	06/18/2024	06/18/2024		06/21/2024	16,056.34
10323 - L.N. Curtis & Sons	INV831621	Structure Boots for FF Frank Isola	Paid by EFT # 4756		06/05/2024	06/13/2024	06/13/2024		06/21/2024	633.65
10323 - L.N. Curtis & Sons	INV827519	Structure Boots for FF Andrew Thomas	Paid by EFT # 4756		05/23/2024	06/13/2024	06/13/2024		06/21/2024	633.65
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires Totals									Invoice Transactions 3	\$17,323.64
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires										
10971 - Alvarenga, Jesse - Non taxable only	05-27-24	Boot Reimbursement - City pays \$600 for wildland boots	Paid by Check # 104696		05/27/2024	06/11/2024	06/11/2024		06/21/2024	391.07
12020 - Kevin Seaver - refund only	05-01-24	Boot Reimbursement - City pays \$600 for wildland boots	Paid by Check # 104714		05/01/2024	06/11/2024	06/11/2024		06/21/2024	408.37
10323 - L.N. Curtis & Sons	INV832726	Wildland Pants for M. Sweeney	Paid by EFT # 4756		06/07/2024	06/13/2024	06/13/2024		06/21/2024	435.91
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires Totals									Invoice Transactions 3	\$1,235.35



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV835543	Uniform pants for FF F. Isola	Paid by EFT # 4756		06/17/2024	06/18/2024	06/18/2024		06/21/2024	305.67
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 1
										\$305.67
Account 6500.700 - Training & Travel Training & Travel										
11452 - Michael Smith - Refunds only	04-04-24	Per Diem for attending Chief Fire Officer 3B in Oakdale, CA	Paid by Check # 104720		04/04/2024	06/11/2024	06/11/2024		06/21/2024	92.00
11149 - Suich, Athena - Reimbursement only	19637221725	Reimbursement for Instructor 1 Task Book Certificate	Paid by Check # 104736		06/01/2024	06/11/2024	06/11/2024		06/21/2024	100.00
11149 - Suich, Athena - Reimbursement only	19637221724	Reimbursement for EMS Recert for Athena Suich	Paid by Check # 104736		06/01/2024	06/11/2024	06/11/2024		06/21/2024	37.00
10698 - Sweeney, Mark	11-07-23	Per Diem for attending ESO Training in Austin, Texas	Paid by Check # 104737		11/07/2023	06/11/2024	06/11/2024		06/21/2024	276.00
11666 - Vega, Carlos	05-15-24	Per Diem while attending Plan Examiner 1A training in Rocklin, C	Paid by Check # 104742		05/15/2024	06/11/2024	06/11/2024		06/21/2024	184.00
11666 - Vega, Carlos	11-07-23	Per Diem for attending ESO Training in Austin, Texas	Paid by Check # 104742		11/07/2023	06/11/2024	06/11/2024		06/21/2024	276.00
Account 6500.700 - Training & Travel Training & Travel Totals										Invoice Transactions 6
										\$965.00
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 25
										\$33,928.98
Division 000 - Non-Div Totals										Invoice Transactions 25
										\$33,928.98
Department 250 - Fire Totals										Invoice Transactions 25
										\$33,928.98
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6300.500 - Prof Svc B&G Landscape Architect/Arborist										
10189 - Denise Duffy & Associates	9225	Equestrian Center Arborist	Paid by Check # 104708		06/07/2024	06/12/2024	06/12/2024		06/21/2024	1,490.00
Account 6300.500 - Prof Svc B&G Landscape Architect/Arborist Totals										Invoice Transactions 1
										\$1,490.00
Account 6300.570 - Prof Svc Other										
10008 - Monterey County Department of Health - EHB	1201330	Corp Yard Fuel #2	Paid by Check # 104723		05/14/2024	06/17/2024	06/17/2024		06/21/2024	920.00
10008 - Monterey County Department of Health - EHB	1205285	Corp Yard Fuel #2	Paid by Check # 104723		05/14/2024	06/17/2024	06/17/2024		06/21/2024	215.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10008 - Monterey County Department of Health - EHB	1200267	Fueling Yard	Paid by Check # 104723		05/14/2024	06/18/2024	06/18/2024		06/21/2024	920.00
10008 - Monterey County Department of Health - EHB	1208779	Fueling Yard #2	Paid by Check # 104723		05/14/2024	06/18/2024	06/18/2024		06/21/2024	1,251.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 4	\$3,306.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10080 - Branch's Janitorial	228784	Custodial Services for June 2024	Paid by EFT # 4751		06/25/2024	06/18/2024	06/18/2024		06/21/2024	2,886.35
10250 - Gavilan Pest Control	0163017	211 Hillcrest Ave	Paid by Check # 104711		06/03/2024	06/12/2024	06/12/2024		06/21/2024	82.00
10250 - Gavilan Pest Control	0163018	120 Seaside Circle Pond/Restrooms	Paid by Check # 104711		06/07/2024	06/17/2024	06/17/2024		06/21/2024	80.00
10560 - Suburban Propane	1602-516568	Propane Supply	Paid by Check # 104735		06/14/2024	06/17/2024	06/17/2024		06/21/2024	421.91
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 4	\$3,470.26
Account 6360.170 - Maint & Repairs Elevator Svc										
10574 - TK Elevator	6000727971	208 Palm Ave	Paid by Check # 104740		06/05/2024	06/17/2024	06/17/2024		06/21/2024	2,790.12
Account 6360.170 - Maint & Repairs Elevator Svc Totals									Invoice Transactions 1	\$2,790.12
Account 6360.440 - Maint & Repairs Landscape General										
10952 - MuttMitt - ZW USA Inc.	714337	City MuttMitts	Paid by EFT # 4758		06/17/2024	06/17/2024	06/17/2024		06/21/2024	1,196.14
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$1,196.14
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	088567	Streets	Paid by Check # 104694		06/13/2024	06/17/2024	06/17/2024		06/21/2024	3.05
10728 - Ace Hardware-Public Works	088549	Grounds/Vince Dimaggio	Paid by Check # 104694		06/11/2024	06/17/2024	06/17/2024		06/21/2024	3.26
10728 - Ace Hardware-Public Works	088545	Grounds/Vince Dimaggio	Paid by Check # 104694		06/11/2024	06/17/2024	06/17/2024		06/21/2024	77.31
10728 - Ace Hardware-Public Works	088551	Revised Credit	Paid by Check # 104694		06/11/2024	06/17/2024	06/17/2024		06/21/2024	(50.23)
10728 - Ace Hardware-Public Works	088515	Cord Yard Leads Office Keys	Paid by Check # 104694		06/07/2024	06/17/2024	06/17/2024		06/21/2024	9.14
10728 - Ace Hardware-Public Works	088550	Supplies	Paid by Check # 104694		06/11/2024	06/17/2024	06/17/2024		06/21/2024	46.93
10728 - Ace Hardware-Public Works	088524	Facilities 327 Reindollar	Paid by Check # 104694		06/10/2024	06/17/2024	06/17/2024		06/21/2024	108.81
10728 - Ace Hardware-Public Works	088532	Facilities PD Elevator	Paid by Check # 104694		06/10/2024	06/17/2024	06/17/2024		06/21/2024	32.78



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	088544	Facilities 327 Reindollar	Paid by Check # 104694		06/11/2024	06/17/2024	06/17/2024		06/21/2024	90.15
10728 - Ace Hardware-Public Works	088552	Facilities Preston Park	Paid by Check # 104694		06/11/2024	06/17/2024	06/17/2024		06/21/2024	34.94
10728 - Ace Hardware-Public Works	088528	Facilities 327 Reindollar	Paid by Check # 104694		06/10/2024	06/17/2024	06/17/2024		06/21/2024	25.12
10728 - Ace Hardware-Public Works	088558	Facilities Library	Paid by Check # 104694		06/12/2024	06/17/2024	06/17/2024		06/21/2024	104.80
10728 - Ace Hardware-Public Works	088557	Library	Paid by Check # 104694		06/12/2024	06/17/2024	06/17/2024		06/21/2024	48.04
10728 - Ace Hardware-Public Works	088556	Grounds Vince DiMaggio	Paid by Check # 104694		06/12/2024	06/17/2024	06/17/2024		06/21/2024	14.47
10264 - Green Rubber-Kennedy AG	S-777275	PVC	Paid by Check # 104712		05/21/2024	06/14/2024	06/14/2024		06/21/2024	172.37
10538 - Sherwin-Williams	061324	Streets	Paid by Check # 104733		06/13/2024	06/17/2024	06/17/2024		06/21/2024	100.93
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions		16	\$821.87
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056001 061424	209-13 Cypress Ave	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	106.93
10349 - Marina Coast Water District	000056019 061424	211 Hillcrest Ave	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	1,056.20
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		2	\$1,163.13
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	370045982001	Office Supplies	Paid by Check # 104727		06/05/2024	06/17/2024	06/17/2024		06/21/2024	8.57
10734 - Office Depot-Public Works Dept.	370046487001	Office Supplies	Paid by Check # 104727		06/05/2024	06/17/2024	06/17/2024		06/21/2024	27.80
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		2	\$36.37
Account 6400.800 - Material & Suppl Uniform										
10655 - Freitas, Bo	06-13-24	Safety Glasses Reimbursement	Paid by Check # 104709		06/13/2024	06/14/2024	06/14/2024		06/21/2024	188.00
12036 - Michael Mahaney - refund only	06-14-24	Boot Reimbursement	Paid by Check # 104719		06/14/2024	06/17/2024	06/17/2024		06/21/2024	225.00
11691 - Tevita Tulua - Refunds only	06-14-24	Boot Reimbursement	Paid by Check # 104739		06/14/2024	06/17/2024	06/17/2024		06/21/2024	225.00
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110484797	PW Uniforms	Paid by Check # 104744		06/14/2024	06/17/2024	06/17/2024		06/21/2024	428.73
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		4	\$1,066.73
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		35	\$15,340.62



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
								Division 311 - Buildings & Grounds Totals	Invoice Transactions 35	\$15,340.62
								Department 310 - Public Works Totals	Invoice Transactions 35	\$15,340.62
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10515 - Rincon Consultants, Inc.	57694	Marina Grant Support and Prohousing	Paid by EFT # 4761		06/18/2024	06/20/2024	06/20/2024		06/21/2024	3,977.50
								Account 6300.570 - Prof Svc Other Totals	Invoice Transactions 1	\$3,977.50
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	56627	Marina Station	Paid by EFT # 4752		06/11/2024	06/13/2024	06/13/2024		06/21/2024	27,160.00
								Account 6330.100 - Fee Agr Costs - Planning Totals	Invoice Transactions 1	\$27,160.00
								Sub-Division 00 - Non-Subdiv Totals	Invoice Transactions 2	\$31,137.50
								Division 000 - Non-Div Totals	Invoice Transactions 2	\$31,137.50
								Department 410 - Planning Totals	Invoice Transactions 2	\$31,137.50
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check										
10171 - CSG Consultants	56629	Sea Haven Inspections Phase 4	Paid by EFT # 4752		06/11/2024	06/13/2024	06/13/2024		06/21/2024	11,055.00
10171 - CSG Consultants	56620	Dunes Phase 2 North Inspections	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	6,600.00
10171 - CSG Consultants	56628	Sea Haven Inspection Phase 3B	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	8,910.00
								Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals	Invoice Transactions 3	\$26,565.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56615	PWD Services	Paid by EFT # 4752		06/11/2024	06/13/2024	06/13/2024		06/21/2024	28,630.00
10171 - CSG Consultants	56610	Permits/Development	Paid by EFT # 4752		06/11/2024	06/12/2024	06/12/2024		06/21/2024	9,727.50
10171 - CSG Consultants	56631	Sea Haven Phase 5A Inspection	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	2,145.00
								Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals	Invoice Transactions 3	\$40,502.50
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	56611	Staff Augmentation	Paid by EFT # 4752		06/11/2024	06/12/2024	06/12/2024		06/21/2024	8,030.00
								Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals	Invoice Transactions 1	\$8,030.00
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	56612	RWQCB	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	440.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	56613	TAMC	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	220.00
10171 - CSG Consultants	56614	FORA	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	4,290.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals									Invoice Transactions 3	\$4,950.00
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	56616	Dunes Hilltop Park Inspections	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	660.00
10171 - CSG Consultants	56617	Dunes Op Site 1A	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	440.00
10171 - CSG Consultants	56618	Dunes Park 1B Promenade	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	4,330.00
10171 - CSG Consultants	56619	Dunes Phase 2 West	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	330.00
10171 - CSG Consultants	56621	Dunes Phase 2 West Inspections	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	7,507.50
10171 - CSG Consultants	56622	Dunes Phase 3 North	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	880.00
10171 - CSG Consultants	56623	Dunes Promenade 1B Inspections	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	4,207.50
10171 - CSG Consultants	56624	Grocery @ Promenade	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	1,897.50
10171 - CSG Consultants	56625	Home2Suites by Hilton	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	825.00
10171 - CSG Consultants	56626	Lightfighter Village 229 Hayes	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	990.00
10171 - CSG Consultants	56632	Seacrest Apartments 3108 Seacrest Ave	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	1,650.00
10171 - CSG Consultants	56633	USA Properties BMR Site 2	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	825.00
10171 - CSG Consultants	56634	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	2,805.00
10713 - Goodwin Consulting Group	13416	Dunes CFD Promenade Formation	Paid by EFT # 4754		06/13/2024	06/17/2024	06/17/2024		06/21/2024	1,748.75
Account 6330.200 - Fee Agr Costs - Engineering Totals									Invoice Transactions 14	\$29,096.25
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 24	\$109,143.75
Division 000 - Non-Div Totals									Invoice Transactions 24	\$109,143.75
Department 420 - Engineering Totals									Invoice Transactions 24	\$109,143.75



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

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 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	56630	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 4752		06/11/2024	06/14/2024	06/14/2024		06/21/2024	2,080.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$2,080.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,080.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,080.00
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$2,080.00
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.490 - Other Charges Membership Prof Orgs										
10400 - Monterey County Business Council	2307	Membership	Paid by Check # 104722		06/04/2024	06/06/2024	06/06/2024		06/21/2024	500.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals							Invoice Transactions	1		\$500.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$500.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$500.00
Department 440 - Economic Dev Totals							Invoice Transactions	1		\$500.00
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228772	Custodial Service for May 2024	Paid by EFT # 4751		05/27/2024	06/17/2024	06/17/2024		06/21/2024	797.39
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$797.39
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9964398449	542484588-00001	Paid by EFT # 4763		05/17/2024	06/17/2024	06/17/2024		06/21/2024	259.80
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$259.80
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
12026 - Adriana Lopez / Michelaguas y Taquizas Jalisco	06-01-24	Multi-Cultural Festival	Paid by Check # 104695		06/01/2024	06/17/2024	06/17/2024		06/21/2024	60.00
12029 - Fuego Wood Fired Pizza, LLC	06-01-24	Multi-Cultural Festival	Paid by Check # 104710		06/01/2024	06/17/2024	06/17/2024		06/21/2024	100.00
10420 - Monterey County Weekly	#05/16/24CCM	advertising	Paid by Check # 104724		05/16/2024	06/17/2024	06/17/2024		06/21/2024	883.00
10420 - Monterey County Weekly	#05/23/24CCM	advertising	Paid by Check # 104724		05/23/2024	06/17/2024	06/17/2024		06/21/2024	1,158.00
10420 - Monterey County Weekly	#05/30/24CCM	advertising	Paid by Check # 104724		05/30/2024	06/17/2024	06/17/2024		06/21/2024	1,158.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
12028 - Santees Papas y BIRRIA inc	06-01-24	Multi-Cultural Festival	Paid by Check # 104732		06/01/2024	06/17/2024	06/17/2024		06/21/2024	70.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions	6		\$3,429.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	8		\$4,486.19
Division 100 - Admin Totals							Invoice Transactions	8		\$4,486.19
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228772	Custodial Service for May 2024	Paid by EFT # 4751		05/27/2024	06/17/2024	06/17/2024		06/21/2024	370.19
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$370.19
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog										
10008 - Monterey County Department of Health - EHB	1203382	Youth Center Health Permit	Paid by Check # 104723		05/24/2024	06/17/2024	06/17/2024		06/21/2024	1,260.00
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog Totals							Invoice Transactions	1		\$1,260.00
Account 6400.660 - Material & Suppl Recr Youth Progr										
10726 - Ace Hardware-Parks&Recreation	088236	cust #107	Paid by Check # 104693		05/06/2024	06/17/2024	06/17/2024		06/21/2024	37.10
10726 - Ace Hardware-Parks&Recreation	087946	cust # 107	Paid by Check # 104693		04/02/2024	06/17/2024	06/17/2024		06/21/2024	114.68
10420 - Monterey County Weekly	#05/16/24CCM	advertising	Paid by Check # 104724		05/16/2024	06/17/2024	06/17/2024		06/21/2024	883.00
10420 - Monterey County Weekly	#05/23/24CCM	advertising	Paid by Check # 104724		05/23/2024	06/17/2024	06/17/2024		06/21/2024	883.00
10420 - Monterey County Weekly	#05/30/24CCM	advertising	Paid by Check # 104724		05/30/2024	06/17/2024	06/17/2024		06/21/2024	1,158.00
Account 6400.660 - Material & Suppl Recr Youth Progr Totals							Invoice Transactions	5		\$3,075.78
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	7		\$4,705.97
Division 511 - Youth Totals							Invoice Transactions	7		\$4,705.97



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228772	Custodial Service for May 2024	Paid by EFT # 4751		05/27/2024	06/17/2024	06/17/2024		06/21/2024	521.70
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$521.70
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog										
10008 - Monterey County Department of Health - EHB	1204177	Teen Center Health Permit	Paid by Check # 104723		05/24/2024	06/17/2024	06/17/2024		06/21/2024	1,260.00
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog Totals							Invoice Transactions	1		\$1,260.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$1,781.70
Division 512 - Teen Totals							Invoice Transactions	2		\$1,781.70
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228772	Custodial Service for May 2024	Paid by EFT # 4751		05/27/2024	06/17/2024	06/17/2024		06/21/2024	370.19
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$370.19
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$370.19
Division 513 - Senior Totals							Invoice Transactions	1		\$370.19
Division 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6400.656 - Material & Suppl Recr Sports Prog										
10726 - Ace Hardware-Parks&Recreation	088337	cust # 107	Paid by Check # 104693		05/17/2024	06/17/2024	06/17/2024		06/21/2024	21.83
Account 6400.656 - Material & Suppl Recr Sports Prog Totals							Invoice Transactions	1		\$21.83
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$21.83
Division 514 - Sports Totals							Invoice Transactions	1		\$21.83
Department 510 - Recreation & Culture Totals							Invoice Transactions	19		\$11,365.88
Fund 100 - General Fund Totals							Invoice Transactions	135		\$238,019.32



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	080.09.Jun24	5th Ave Bldg 1A-136 (3479881080-9)	Paid by Check # 104728		06/08/2024	06/17/2024	06/17/2024		06/21/2024	24.64
10463 - Pacific Gas & Electric	329-1.Jun24	430 Marina Heights Dr Unit A	Paid by Check # 104728		06/13/2024	06/18/2024	06/18/2024		06/21/2024	45.05
10463 - Pacific Gas & Electric	June 2024 851-0	PG&E - 3440977851-0	Paid by Check # 104728		06/13/2024	06/17/2024	06/17/2024		06/21/2024	223.69
10463 - Pacific Gas & Electric	June 2024 827-8	PG&E - 0423929827-8	Paid by Check # 104728		06/12/2024	06/17/2024	06/17/2024		06/21/2024	208.87
10463 - Pacific Gas & Electric	June 2024 148-6	PG&E - 5593414148-6	Paid by Check # 104728		06/12/2024	06/17/2024	06/17/2024		06/21/2024	9.86
10463 - Pacific Gas & Electric	June 2024 535-3	PG&E - 6161832535-3	Paid by Check # 104728		06/12/2024	06/17/2024	06/17/2024		06/21/2024	297.34
10463 - Pacific Gas & Electric	June 2024 202-3	PG&E - 6594070202-3	Paid by Check # 104728		06/09/2024	06/17/2024	06/17/2024		06/21/2024	131.74
10463 - Pacific Gas & Electric	June 2024 085-2	PG&E - 5434906085-2	Paid by Check # 104728		06/09/2024	06/17/2024	06/17/2024		06/21/2024	129.24
10463 - Pacific Gas & Electric	June 2024 720-0	PG&E - 0167505720-0	Paid by Check # 104728		06/09/2024	06/17/2024	06/17/2024		06/21/2024	541.44
10463 - Pacific Gas & Electric	June 2024 353-7	PG&E - 9930567353-7	Paid by Check # 104728		06/08/2024	06/17/2024	06/17/2024		06/21/2024	73.64
10463 - Pacific Gas & Electric	June 2024 582-7	PG&E - 8161432582-7	Paid by Check # 104728		06/08/2024	06/17/2024	06/17/2024		06/21/2024	201.32
10463 - Pacific Gas & Electric	June 2024 943-2	PG&E - 6150212943-2	Paid by Check # 104728		06/08/2024	06/17/2024	06/17/2024		06/21/2024	103.02
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 12	\$1,989.85
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	00056027061424	Calif Ave at Reindollar	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	38.22
10349 - Marina Coast Water District	000056007061124	Calif Ave/North of 3rd	Paid by Check # 104718		06/11/2024	06/17/2024	06/17/2024		06/21/2024	92.55
10349 - Marina Coast Water District	000056024061424	Del Monte/Palm	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	92.55
10349 - Marina Coast Water District	000056022061424	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	36.77
10349 - Marina Coast Water District	000056021061424	Reservation Rd/by 290-308 Reservation	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	36.77
10349 - Marina Coast Water District	000056016061424	Resev Rd & Seacrest Ave-Next to Fire Hyd	Paid by Check # 104718		06/14/2024	06/17/2024	06/17/2024		06/21/2024	36.77
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 6	\$333.63



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

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 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	14225799 061324	209 Cypress Ave	Paid by Check # 104734		06/13/2024	06/17/2024	06/17/2024		06/21/2024	203.84
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$203.84
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110484798	PW Shop Items	Paid by Check # 104744		06/14/2024	06/17/2024	06/17/2024		06/21/2024	70.51
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$70.51
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 20	\$2,597.83
Division 000 - Non-Div Totals									Invoice Transactions 20	\$2,597.83
Department 000 - Non-Dept Totals									Invoice Transactions 20	\$2,597.83
Fund 220 - Gas Tax Totals									Invoice Transactions 20	\$2,597.83



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	62296	Program Management	Paid by Check # 104745		05/17/2024	06/12/2024	06/12/2024		06/21/2024	16,520.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1		\$16,520.00	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1		\$16,520.00	
Division 000 - Non-Div Totals							Invoice Transactions 1		\$16,520.00	
Department 000 - Non-Dept Totals							Invoice Transactions 1		\$16,520.00	
Fund 223 - FORA Dissolution Totals							Invoice Transactions 1		\$16,520.00	



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 232 - Seabreeze AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56602	Seabreeze	Paid by EFT # 4752		06/11/2024	06/12/2024	06/12/2024		06/21/2024	1,100.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		<u>\$1,100.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$1,100.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$1,100.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$1,100.00</u>
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		<u>\$1,100.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

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 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56603	Monterey Bay Estates	Paid by EFT # 4752		06/11/2024	06/12/2024	06/12/2024		06/21/2024	880.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$880.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$880.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$880.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$880.00
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		\$880.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56604	Cypress Cove II	Paid by EFT # 4752		06/11/2024	06/12/2024	06/12/2024		06/21/2024	770.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$770.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$770.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$770.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$770.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$770.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56605	Locke Paddon Park CFD	Paid by EFT #		06/11/2024	06/12/2024	06/12/2024		06/21/2024	1,430.00
				4752						
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$1,430.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,430.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,430.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$1,430.00
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		\$1,430.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11847 - BKF Engineers	24050503	Design Services Slurry Seal Street	Paid by Check # 104700		05/23/2024	06/12/2024	06/12/2024		06/21/2024	26,259.50
11847 - BKF Engineers	24050502	Residential Streets Reconstruction	Paid by Check # 104700		05/23/2024	06/12/2024	06/12/2024		06/21/2024	8,756.50
10171 - CSG Consultants	56606	Annual St Resurfacing	Paid by EFT # 4752		06/11/2024	06/12/2024	06/12/2024		06/21/2024	5,720.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		<u>\$40,736.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		<u>\$40,736.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	3		<u>\$40,736.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	3		<u>\$40,736.00</u>
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	3		<u>\$40,736.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10171 - CSG Consultants	56609	Imjin Widening	Paid by EFT # 4752		06/11/2024	06/13/2024	06/13/2024		06/21/2024	10,560.00
10268 - Harris & Associates	63056	Program Management	Paid by Check # 104713		06/07/2024	06/12/2024	06/12/2024		06/21/2024	137,409.71
10462 - Pacific Crest Engineering	13775	Salinas Ave Widening Project Pavement Study	Paid by EFT # 4759		05/31/2024	06/20/2024	06/20/2024		06/21/2024	12,515.86
11266 - Verde Design, Inc.	13-2207300	Glorya Jean Tate Park Improvements Project	Paid by Check # 104743		06/09/2024	06/18/2024	06/18/2024		06/21/2024	34,595.27
11489 - Wallace Group, Inc.	62296	Program Management	Paid by Check # 104745		05/17/2024	06/12/2024	06/12/2024		06/21/2024	27,189.67
11776 - Bianca E. Koenig - BEK Collective	030-003-004	Marina Gateway Signs	Paid by Check # 104699		06/03/2024	06/18/2024	06/18/2024		06/21/2024	2,136.25
10195 - California Department of Toxic Substance Control	23SM6449	Ford Ord University Villages VCA	Paid by Check # 104703		06/06/2024	06/12/2024	06/12/2024		06/21/2024	167.38
10171 - CSG Consultants	56607	PFIF Update	Paid by EFT # 4752		06/11/2024	06/12/2024	06/12/2024		06/21/2024	1,100.00
10171 - CSG Consultants	56641	Marina Carmel Ave Drainage Improvements	Paid by EFT # 4752		06/12/2024	06/14/2024	06/14/2024		06/21/2024	3,065.00
10171 - CSG Consultants	56642	Marina Dr Drainage Improvements	Paid by EFT # 4752		06/12/2024	06/14/2024	06/14/2024		06/21/2024	9,535.00
10189 - Denise Duffy & Associates	9224	Botanical Survey	Paid by Check # 104708		06/07/2024	06/18/2024	06/18/2024		06/21/2024	2,803.00
10515 - Rincon Consultants, Inc.	57693	Marina Housing Element Update	Paid by EFT # 4761		06/18/2024	06/20/2024	06/20/2024		06/21/2024	3,968.60
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	12		\$245,045.74
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	12		\$245,045.74
Division 000 - Non-Div Totals							Invoice Transactions	12		\$245,045.74
Department 000 - Non-Dept Totals							Invoice Transactions	12		\$245,045.74
Fund 462 - City Capital Projects Totals							Invoice Transactions	12		\$245,045.74



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10315 - Keyser Marston Associates	0038841	Professional Services - Joby EIFD - May 2024	Paid by EFT # 4755		06/07/2024	06/06/2024	06/06/2024		06/21/2024	4,992.50
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals										Invoice Transactions 1
										\$4,992.50
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228783	Janitorial Service - Police/Fire/Airport June 2024	Paid by EFT # 4751		06/25/2024	06/20/2024	06/20/2024		06/21/2024	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals										Invoice Transactions 1
										\$410.00
Account 6360.440 - Maint & Repairs Landscape General										
10527 - Safety-Kleen Corp.	94375827	55g Drum and recovery fee	Paid by Check # 104731		04/26/2024	05/26/2024	05/13/2024		06/21/2024	286.41
Account 6360.440 - Maint & Repairs Landscape General Totals										Invoice Transactions 1
										\$286.41
Account 6360.448 - Maint & Repairs Lighting										
10728 - Ace Hardware-Public Works	088579	LED Lights and grounding connections	Paid by Check # 104694		06/14/2024	06/17/2024	06/17/2024		06/21/2024	139.77
Account 6360.448 - Maint & Repairs Lighting Totals										Invoice Transactions 1
										\$139.77
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	088299	Door sweeps, and weather strips for station 2	Paid by Check # 104694		05/14/2024	05/24/2024	05/14/2024		06/21/2024	76.43
Account 6360.450 - Maint & Repairs Maint & Repairs Totals										Invoice Transactions 1
										\$76.43
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	April 2024 694-1	721 Neeson Rd Bldg 533 (7269284694-1)	Paid by Check # 104728		05/06/2024	05/23/2024	05/13/2024		06/21/2024	74.67
10463 - Pacific Gas & Electric	Apr-May 24 347-0	3263 Imji Rd Bldg 519 (6258961347-0)	Paid by Check # 104728		05/09/2024	05/28/2024	05/13/2024		06/21/2024	779.80
10463 - Pacific Gas & Electric	Apr-May 24 103-6	3200 Imjin Rd Bldg 507 (8030427103-6)	Paid by Check # 104728		05/09/2024	05/28/2024	05/13/2024		06/21/2024	6,002.45
10463 - Pacific Gas & Electric	Apr-May 24 608-2	3260 Imjin Ave Bldg 514 (7383993608-2)	Paid by Check # 104728		05/10/2024	05/28/2024	05/13/2024		06/21/2024	1,084.15
10463 - Pacific Gas & Electric	Apr-May 24 451-7	3271 Imjin Rd (8600650451-7)	Paid by Check # 104728		05/09/2024	05/28/2024	05/13/2024		06/21/2024	431.11
10463 - Pacific Gas & Electric	Apr-May 24 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 104728		05/10/2024	05/28/2024	05/13/2024		06/21/2024	367.04
10463 - Pacific Gas & Electric	Apr-May 24 767-2	751 Neeson Rd Bldg 526 (2652040767-2)	Paid by Check # 104728		05/09/2024	05/28/2024	05/13/2024		06/21/2024	109.11
10463 - Pacific Gas & Electric	Apr 24 767-2	751 Neeson Rd Bldg 526 (2652040767-2)	Paid by Check # 104728		04/11/2024	04/29/2024	05/13/2024		06/21/2024	49.19
10463 - Pacific Gas & Electric	June 103-6	3200 Imjin Rd Bldg 507 (8030427103-6)	Paid by Check # 104728		06/08/2024	06/25/2024	06/17/2024		06/21/2024	4,806.53



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 767-2	751 Neeson Rd Bldg 526 (2652040767-2)	Paid by Check # 104728		06/08/2024	06/25/2024	06/17/2024		06/21/2024	101.50
10463 - Pacific Gas & Electric	June 608-2	3260 Imjin Ave Bldg 514 (7383993608-2)	Paid by Check # 104728		06/09/2024	06/26/2024	06/17/2024		06/21/2024	1,198.65
10463 - Pacific Gas & Electric	June 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 104728		06/09/2024	06/26/2024	06/17/2024		06/21/2024	284.56
10463 - Pacific Gas & Electric	June 347-0	3263 Imji Rd Bldg 519 (6258961347-0)	Paid by Check # 104728		06/08/2024	06/25/2024	06/17/2024		06/21/2024	735.12
10463 - Pacific Gas & Electric	June 451-7	3271 Imjin Rd (8600650451-7)	Paid by Check # 104728		06/08/2024	06/25/2024	06/17/2024		06/21/2024	438.25
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 14	\$16,462.13
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	May 56 096	3271 Imjin Rd (000056 096)	Paid by Check # 104718		05/31/2024	06/17/2024	06/11/2024		06/21/2024	106.91
10349 - Marina Coast Water District	May 56 097	3200 Imjin Rd (000056 097)	Paid by Check # 104718		05/31/2024	06/17/2024	06/11/2024		06/21/2024	451.23
10349 - Marina Coast Water District	May 56 044	781 Neeson Rd Bldg 520 (000056 044)	Paid by Check # 104718		05/31/2024	06/17/2024	06/11/2024		06/21/2024	156.44
10349 - Marina Coast Water District	May 56 051	721 Neeson Rd Bldg 533 (000056 051)	Paid by Check # 104718		05/31/2024	06/17/2024	06/11/2024		06/21/2024	214.99
10432 - Monterey One Water - former MRWPCA	13-000152 053124	741 Neeson Rd Bldg 527	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	33.40
10432 - Monterey One Water - former MRWPCA	13-000148 053124	781 Neeson rd Bldg 520	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	55.50
10432 - Monterey One Water - former MRWPCA	13-000149 053124	791 Neeson Rd	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	33.40
10432 - Monterey One Water - former MRWPCA	13-000153 053124	771 Neeson Rd Bldg 529	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	3,360.00
10432 - Monterey One Water - former MRWPCA	13-000157 053124	721 Neeson rd Bldg 533	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	222.00
10432 - Monterey One Water - former MRWPCA	13-000158 053124	711 Neeson Rd Bldg 535	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	55.50
10432 - Monterey One Water - former MRWPCA	13-000159 053124	761 Neeson Rd Bldg 524	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	255.40
10432 - Monterey One Water - former MRWPCA	13-000144 053124	3200 Imjin Rd Bldg 507	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	33.40
10432 - Monterey One Water - former MRWPCA	13-000145 053124	3260 Imjin Rd Bldg 514	Paid by Check # 104725		05/31/2024	06/24/2024	06/11/2024		06/21/2024	55.50
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 13	\$5,033.67



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.733 - Material & Suppl Signs										
10967 - Monterey Signs, Inc.	24589	Reflective signs for Airport Perimeter	Paid by EFT # 4757		05/07/2024	06/06/2024	06/11/2024		06/21/2024	2,944.29
Account 6400.733 - Material & Suppl Signs Totals										\$2,944.29
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	528508922	Airport Copier Lease-Mar-Apr 2024	Paid by Check # 104721		05/05/2024	05/29/2024	05/13/2024		06/21/2024	287.38
Account 6600.452 - Other Charges Leased Copier Totals										\$287.38
Sub-Division 00 - Non-Subdiv Totals										\$30,632.58
Division 000 - Non-Div Totals										\$30,632.58
Department 000 - Non-Dept Totals										\$30,632.58
Fund 555 - Marina Airport Totals										\$30,632.58



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 556 - Preston Park NonProfit Corp										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18225	FY22-23 Chavan & Associates City Financial Audit	Paid by Check # 104705		04/18/2024	06/20/2024	06/20/2024		06/21/2024	3,500.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$3,500.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,500.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$3,500.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$3,500.00
Fund 556 - Preston Park NonProfit Corp Totals							Invoice Transactions	1		\$3,500.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/21/24 - 06/21/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 557 - Abrams B NonProfit Corp										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18225	FY22-23 Chavan & Associates City Financial Audit	Paid by Check # 104705		04/18/2024	06/20/2024	06/20/2024		06/21/2024	4,000.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$4,000.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$4,000.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$4,000.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$4,000.00
Fund 557 - Abrams B NonProfit Corp Totals							Invoice Transactions	1		\$4,000.00
Grand Totals							Invoice Transactions	211		\$585,231.47



Accounts Payable by G/L Distribution Report

Payment Date Range 06/24/24 - 06/24/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10195 - California Department of Toxic Substance Control	06-13-24	Oversight Services Blight Removal	Paid by Check # 104749		06/13/2024	06/24/2024	06/24/2024		06/24/2024	27,757.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	\$27,757.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		1	\$27,757.00
Division 000 - Non-Div Totals							Invoice Transactions		1	\$27,757.00
Department 000 - Non-Dept Totals							Invoice Transactions		1	\$27,757.00
Fund 223 - FORA Dissolution Totals							Invoice Transactions		1	\$27,757.00
Grand Totals							Invoice Transactions		1	\$27,757.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.010 - Prof Svc Admin - Muni Code										
10149 - Code Publishing Inc. - General Code	GCI0014466	MMC WebUpdate	Paid by Check # 104759		06/25/2024	06/24/2024	06/24/2024		06/28/2024	539.00
Account 6300.010 - Prof Svc Admin - Muni Code Totals										Invoice Transactions 1
										\$539.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11869 - Agile Occupational Medicine PC	EM020137	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 4788		05/23/2024	06/06/2024	06/06/2024	05/23/2024	06/28/2024	474.00
11869 - Agile Occupational Medicine PC	EM021284	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 4788		06/05/2024	06/19/2024	06/19/2024		06/28/2024	529.00
11198 - Core Psychological Corporation	7519	CORE Physcological Corporation	Paid by Check # 104761		05/31/2024	06/04/2024	06/04/2024		06/28/2024	1,000.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals										Invoice Transactions 3
										\$2,003.00
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation										
10335 - Liebert Cassidy Whitmore	266706	LCW - Professional Services	Paid by EFT # 4794		04/30/2024	06/04/2024	06/04/2024		06/28/2024	261.00
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation Totals										Invoice Transactions 1
										\$261.00
Account 6300.570 - Prof Svc Other										
10335 - Liebert Cassidy Whitmore	266965	LCW - Professional Services	Paid by EFT # 4794		04/30/2024	06/04/2024	06/04/2024		06/28/2024	655.50
10335 - Liebert Cassidy Whitmore	267269	LCW - Professional Services	Paid by EFT # 4794		04/30/2024	06/04/2024	06/04/2024		06/28/2024	1,483.50
10335 - Liebert Cassidy Whitmore	267384	LCW - Professional Services	Paid by EFT # 4794		04/30/2024	06/04/2024	06/04/2024		06/28/2024	1,863.00
10335 - Liebert Cassidy Whitmore	267098	LCW - Professional Services	Paid by EFT # 4794		04/30/2024	06/04/2024	06/04/2024		06/28/2024	918.00
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 4
										\$4,920.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9966266508	Monthly Verizon Bill-308174766 (5/11-6/10/24)	Paid by EFT # 4799		06/10/2024	06/26/2024	06/26/2024		06/28/2024	497.84
Account 6380.120 - Utilities Comm Mobile & Pager Totals										Invoice Transactions 1
										\$497.84
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 10
										\$8,220.84
Division 000 - Non-Div Totals										Invoice Transactions 10
										\$8,220.84
Department 120 - City Mgr/HR/Risk Totals										Invoice Transactions 10
										\$8,220.84



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9966266508	Monthly Verizon Bill-308174766 (5/11-6/10/24)	Paid by EFT # 4799		06/10/2024	06/26/2024	06/26/2024		06/28/2024	141.17
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$141.17
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$141.17
Division 000 - Non-Div Totals							Invoice Transactions	1		\$141.17
Department 130 - Finance Totals							Invoice Transactions	1		\$141.17
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4196627650	Mat Service City Hall	Paid by Check # 104758		06/21/2024	06/26/2024	06/26/2024		06/28/2024	52.60
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$52.60
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	21864465	CALNET3-9391023491 (884-9654)	Paid by Check # 104755		06/15/2024	06/26/2024	06/26/2024		06/28/2024	90.12
10758 - AT & T CALNET3	21864457	CALNET3-9391023482 (884-0985)	Paid by Check # 104755		06/15/2024	06/26/2024	06/26/2024		06/28/2024	29.12
10758 - AT & T CALNET3	21864459	CALNET3-9391023485 (884-2573)	Paid by Check # 104755		06/15/2024	06/26/2024	06/26/2024		06/28/2024	30.23
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	3		\$149.47
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 2024 172-2	PG&E - 5618207172-2	Paid by Check # 104778		06/18/2024	06/26/2024	06/26/2024		06/28/2024	867.24
10463 - Pacific Gas & Electric	June 2024 683-2	PG&E 6217294683-2	Paid by Check # 104778		06/17/2024	06/26/2024	06/26/2024		06/28/2024	199.08
10463 - Pacific Gas & Electric	June 2024 795-7	PG&E - 4467294795-7	Paid by Check # 104778		06/20/2024	06/26/2024	06/26/2024		06/28/2024	621.44
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	3		\$1,687.76
Account 6400.565 - Material & Suppl Office Supplies										
10046 - ARC (Former San Jose Blue)	12509568	Plotter Lease June 2024	Paid by Check # 104753		06/17/2024	06/24/2024	06/24/2024		06/28/2024	334.98
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$334.98
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-537-13913	Shipping Charges - BMR Housing Program	Paid by Check # 104766		06/21/2024	06/24/2024	06/24/2024		06/28/2024	82.88
Account 6400.635 - Material & Suppl Postage Shipping Totals							Invoice Transactions	1		\$82.88



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	824683	Alarm Monitoring - Council Chambers July-Aug 2024	Paid by EFT # 4790		06/15/2024	06/24/2024	06/24/2024		06/28/2024	133.08
10239 - First Alarm	824741	Alarm Monitoring - 304 Hillcrest Ave - July-Aug 2024	Paid by EFT # 4790		06/15/2024	06/24/2024	06/24/2024		06/28/2024	722.07
10239 - First Alarm	828410	Alarm Monitoring - 209 Cypress Ave - July-Aug 2024	Paid by EFT # 4790		06/15/2024	06/24/2024	06/24/2024		06/28/2024	222.15
10239 - First Alarm	824684	Alarm Monitoring - 209 Cypress Ave - July-Aug 2024	Paid by EFT # 4790		06/15/2024	06/24/2024	06/24/2024		06/28/2024	148.23
Account 6600.010 - Other Charges Alarm Totals									Invoice Transactions 4	\$1,225.53
Account 6600.494 - Other Charges Membership LAFCO										
10409 - Monterey County Auditor-Controller	25-116	FY 2024-2025 LAFCO Budget Allocation	Paid by Check # 104775		06/18/2024	06/20/2024	06/20/2024		06/28/2024	31,790.55
Account 6600.494 - Other Charges Membership LAFCO Totals									Invoice Transactions 1	\$31,790.55
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 14	\$35,323.77
Division 000 - Non-Div Totals									Invoice Transactions 14	\$35,323.77
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 14	\$35,323.77
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11578 - Ana Maria Cordero	24005	Lizette Rocha	Paid by Check # 104752		06/07/2024	06/18/2024	06/18/2024		06/28/2024	135.00
11458 - ArmorerLink - Ganete Solutions Inc.	1804700	Marina Police Dept	Paid by Check # 104754		06/01/2024	06/07/2024	06/07/2024		06/28/2024	2,900.00
10244 - Chaz Design	3799	Graphics Kit - 2020 Dodge Durango, Unit 825	Paid by Check # 104757		06/18/2024	06/18/2024	06/18/2024		06/28/2024	710.23
10456 - Shred-it USA - Stericycle, Inc.	8004125053	Cust #1000200	Paid by Check # 104781		06/18/2023	06/18/2024	06/18/2024		06/28/2024	324.06
10456 - Shred-it USA - Stericycle, Inc.	8005309319	Cust #1000200361	Paid by Check # 104781		11/18/2023	06/18/2024	06/18/2024		06/28/2024	162.03
10456 - Shred-it USA - Stericycle, Inc.	8006539608	Cust #1000200361	Paid by Check # 104781		03/18/2024	06/18/2024	06/18/2024		06/28/2024	172.61
10456 - Shred-it USA - Stericycle, Inc.	8006232543	Cust #1000200361	Paid by Check # 104781		02/18/2024	06/18/2024	06/18/2024		06/28/2024	192.81



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10456 - Shred-it USA - Stericycle, Inc.	8007140052	Cust #1000200361	Paid by Check # 104781		05/18/2024	06/18/2024	06/18/2024		06/28/2024	172.61
10456 - Shred-it USA - Stericycle, Inc.	8006835668	Cust #1000200361	Paid by Check # 104781		04/18/2024	06/18/2024	06/18/2024		06/28/2024	172.61
11632 - Veritone, Inc.	656253	Redact Application 5/9/24 - 5/8/25 - 50 Hours	Paid by Check # 104790		05/06/2024	06/18/2024	06/18/2024		06/28/2024	5,000.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 10	\$9,941.96
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
11874 - Just Ergonomics Inc	33258	Marina PD Records	Paid by Check # 104769		06/20/2024	06/07/2024	06/07/2024		06/28/2024	1,000.00
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals									Invoice Transactions 1	\$1,000.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10239 - First Alarm	821432	Cust #9537	Paid by EFT # 4790		05/15/2024	06/07/2024	06/07/2024		06/28/2024	210.99
10800 - Lexipol	INVCOR112380 52	CordicoShield Law Enforcement Wellness App	Paid by Check # 104773		07/12/2024	06/18/2024	06/18/2024		06/28/2024	5,949.15
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 2	\$6,160.14
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	21864488	CALNET3-9391023435 (237-267-6922)	Paid by Check # 104755		06/15/2024	06/26/2024	06/26/2024		06/28/2024	171.47
10758 - AT & T CALNET3	000021716933	BAN #9391023478	Paid by Check # 104755		05/15/2024	06/07/2024	06/07/2024		06/28/2024	56.69
10374 - Maynard Group Inc.	IN2046958	Acct #AC3746	Paid by EFT # 4795		06/01/2024	06/07/2024	06/07/2024		06/28/2024	668.60
10374 - Maynard Group Inc.	IN2045308	Acct #AC3746	Paid by EFT # 4795		04/01/2024	06/18/2024	06/18/2024		06/28/2024	668.60
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 4	\$1,565.36
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	03-28-24 A	Acct #000056 091	Paid by Check # 104774		03/28/2024	06/18/2024	06/18/2024		06/28/2024	154.88
10349 - Marina Coast Water District	04-30-24 A	Acct #000056 091	Paid by Check # 104774		04/30/2024	06/18/2024	06/18/2024		06/28/2024	156.44
10349 - Marina Coast Water District	05-31-24 A	Acct #000056 091	Paid by Check # 104774		05/31/2024	06/18/2024	06/18/2024		06/28/2024	171.93
10349 - Marina Coast Water District	03-28-24 B	Acct #014874 000	Paid by Check # 104774		03/28/2024	06/18/2024	06/18/2024		06/28/2024	90.10
10349 - Marina Coast Water District	04-30-24 B	Acct #014874 000	Paid by Check # 104774		04/30/2024	06/18/2024	06/18/2024		06/28/2024	125.96



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

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Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	05-31-24 B	Acct #014874 000	Paid by Check # 104774		05/31/2024	06/18/2024	06/18/2024		06/28/2024	130.86
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 6			\$830.17
Account 6400.020 - Material & Suppl Ammunition										
11322 - Dooley Enterprises, Inc.	67492	Ammunition	Paid by Check # 104764		03/13/2024	06/18/2024	06/18/2024		06/28/2024	4,500.02
Account 6400.020 - Material & Suppl Ammunition Totals							Invoice Transactions 1			\$4,500.02
Account 6400.565 - Material & Suppl Office Supplies										
11874 - Just Ergonomics Inc	33258	Marina PD Records	Paid by Check # 104769		06/20/2024	06/07/2024	06/07/2024		06/28/2024	4,063.74
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 1			\$4,063.74
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-503-65454	Acct #3995-9218-6	Paid by Check # 104766		05/17/2024	06/07/2024	06/07/2024		06/28/2024	49.74
10235 - FedEx	8-516-48742	Acct #3995-9218-6	Paid by Check # 104766		05/31/2024	06/07/2024	06/07/2024		06/28/2024	69.45
Account 6400.635 - Material & Suppl Postage Shipping Totals							Invoice Transactions 2			\$119.19
Account 6400.735 - Material & Suppl Office Equip										
11874 - Just Ergonomics Inc	33260	Marina PD Records	Paid by Check # 104769		06/04/2024	06/07/2024	06/07/2024		06/28/2024	1,565.89
Account 6400.735 - Material & Suppl Office Equip Totals							Invoice Transactions 1			\$1,565.89
Account 6600.485 - Other Charges Medical Svc - Investigations										
10157 - Community Hospital of the Monterey Peninsula	05-08-24	Guarantor #12252	Paid by Check # 104760		05/08/2024	06/07/2024	06/07/2024		06/28/2024	27.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions 1			\$27.00
Account 6600.625 - Other Charges Printing Svc										
11790 - Quality Print & Copy	23949	Cust #161	Paid by EFT # 4796		05/31/2024	06/07/2024	06/07/2024		06/28/2024	364.60
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions 1			\$364.60
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 30			\$30,138.07
Division 000 - Non-Div Totals							Invoice Transactions 30			\$30,138.07
Department 210 - Police Totals							Invoice Transactions 30			\$30,138.07
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	2024-5	Apartment Inspections (20 units)	Paid by Check # 104756		05/27/2024	06/24/2024	06/24/2024		06/28/2024	1,500.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124258	Bldg Permit - Plan review only, Wescom Credit Union, 130 GS	Paid by Check # 104756		05/27/2024	06/24/2024	06/24/2024		06/28/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124259	Bldg Permit - Plan review only, Joby Accessibility Upgrades	Paid by Check # 104756		05/27/2024	06/24/2024	06/24/2024		06/28/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124260	Bldg Permit - Plan review only, Joby Shell Bldg 3200-D Imjin	Paid by Check # 104756		05/27/2024	06/24/2024	06/24/2024		06/28/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124256	Bldg Permit - Plan review only, Rootops Landscape Project	Paid by Check # 104756		05/27/2024	06/24/2024	06/24/2024		06/28/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124281	Letter registration & inspection for Rooftops Bldg 11	Paid by Check # 104756		06/13/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124282	Letter Registration & Inspection for Rooftops Bldg 12	Paid by Check # 104756		06/13/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124283	Letter Registration & Inspections for Rooftops Bldg 13	Paid by Check # 104756		06/13/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124284	Letter Registration & Inspections for Rooftops Bldg 14	Paid by Check # 104756		06/13/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124285	Letter Registration & Inspections for Rooftops Bldg 15	Paid by Check # 104756		06/13/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124244	Letter Registration & Inspections for 3048 Madera Way	Paid by Check # 104756		05/22/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124245	Letter Registration & Inspections at 3046 Madera Way	Paid by Check # 104756		05/22/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124246	Letter Registration & Inspections at 3044 Madera Way	Paid by Check # 104756		05/22/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124247	Letter Registration & Inspections at 3042 Madera Way	Paid by Check # 104756		05/22/2024	06/24/2024	06/24/2024		06/28/2024	230.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124243	Letter Registration & Inspections at 3050 Madera Way	Paid by Check # 104756		05/22/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124242	Letter Registration & Inspections at 596 San Lucia Way	Paid by Check # 104756		05/22/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124241	Letter Registration & Inspections at 592 Santa Lucia Way	Paid by Check # 104756		05/22/2024	06/24/2024	06/24/2024		06/28/2024	230.00
10171 - CSG Consultants	56491	Fire Inspections by CSG: Carmyn Priewe	Paid by EFT # 4789		05/14/2024	06/24/2024	06/24/2024		06/28/2024	475.00
10171 - CSG Consultants	56947	Fire Inspections by CSG: Eric Rodewald	Paid by EFT # 4789		06/18/2024	06/24/2024	06/24/2024		06/28/2024	665.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 19	\$6,200.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4196627685	Towel Service - Shop Twl Red, Gray Microfiber Wipe	Paid by Check # 104758		06/21/2024	06/24/2024	06/24/2024		06/28/2024	138.05
10239 - First Alarm	825071	Monitoring services at station 2 - 07/01/24 to 09/30/24	Paid by EFT # 4790		06/15/2024	06/26/2024	06/30/2024		06/28/2024	140.94
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 2	\$278.99
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37423A-IN	Clear Diesel City Fuel	Paid by Check # 104777		06/17/2024	06/24/2024	06/24/2024		06/28/2024	1,485.20
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$1,485.20
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	088658	Battery tester for Station 2	Paid by Check # 104750		06/24/2024	06/26/2024	06/30/2024		06/28/2024	36.04
10927 - Ace Hardware - Fire Dept.	088566	Station 2 Supplies	Paid by Check # 104750		06/13/2024	06/26/2024	06/30/2024		06/28/2024	81.86
10323 - L.N. Curtis & Sons	INV838183	(15) Navy layer fire hood	Paid by EFT # 4793		06/25/2024	06/26/2024	06/30/2024		06/28/2024	1,038.93
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 3	\$1,156.83
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV836469	2 Nomex uniform pants for A. Thomas	Paid by EFT # 4793		06/20/2024	06/24/2024	06/24/2024		06/28/2024	306.81
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$306.81



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Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
10971 - Alvarenga, Jesse - Non taxable only	03-25-24	Per Diem for S-223 Fireline EMT Paramedic, Seaside, CA	Paid by Check # 104751		03/25/2024	06/24/2024	06/24/2024		06/28/2024	20.00
12020 - Kevin Seaver - refund only	05-07-24	Per Diem for S-290 Intermediate Fire Behavior Training, Monterey	Paid by Check # 104770		05/07/2024	06/24/2024	06/24/2024		06/28/2024	40.00
10687 - Prado, Anthony	06-10-24	Per Diem for Chief Fire Officer 3C Training, Oakdale, CA	Paid by Check # 104779		06/10/2024	06/20/2024	06/20/2024		06/28/2024	138.00
10687 - Prado, Anthony	06-18-24	Per Diem for Chief Fire Officer 3D AHI Training, San Jose, CA	Paid by Check # 104779		06/18/2024	06/20/2024	06/20/2024		06/28/2024	184.00
10687 - Prado, Anthony	06-10-24-1	Reimbursement and Per Diem for Chief Fire Officer 3A Training,	Paid by Check # 104779		06/10/2024	06/20/2024	06/20/2024		06/28/2024	736.17
10687 - Prado, Anthony	06-10-24-2	Reimbursement and Per Diem for Chief Fire Officer 3B Training,	Paid by Check # 104779		06/10/2024	06/20/2024	06/20/2024		06/28/2024	627.13
11149 - Suich, Athena - Reimbursement only	03-25-24	Per Diem for Instructor 1 training, Seaside, CA	Paid by Check # 104782		03/25/2024	06/24/2024	06/24/2024		06/28/2024	50.00
10698 - Sweeney, Mark	01-25-24	Per Diem for DICO Class at Berkeley Fire Dept, Berkeley, CA	Paid by Check # 104783		01/25/2024	06/24/2024	06/24/2024		06/28/2024	35.00
11666 - Vega, Carlos	02-21-24	Per Diem for Fire Inspector 1A training, San Jose, CA	Paid by Check # 104785		02/21/2024	06/20/2024	06/20/2024		06/28/2024	105.00
11666 - Vega, Carlos	02-21-24-1	Per Diem for Fire Inspector 1B training, San Jose, CA	Paid by Check # 104785		02/21/2024	06/20/2024	06/20/2024		06/28/2024	105.00
11666 - Vega, Carlos	02-21-24-2	Per Diem for Fire Inspection 1C/1D training, San Jose, CA	Paid by Check # 104785		02/21/2024	06/20/2024	06/20/2024		06/28/2024	175.00
11666 - Vega, Carlos	06-18-24	Per Diem for Plan Examiner 1B Training, Rocklin, CA	Paid by Check # 104785		06/18/2024	06/20/2024	06/20/2024		06/28/2024	184.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	12		\$2,399.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	38		\$11,827.13
Division 000 - Non-Div Totals							Invoice Transactions	38		\$11,827.13
Department 250 - Fire Totals							Invoice Transactions	38		\$11,827.13



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10239 - First Alarm	828411	2660 5th Ave Corp Yard	Paid by EFT # 4790		06/15/2024	06/24/2024	06/24/2024		06/28/2024	376.56
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals								Invoice Transactions 1		\$376.56
Account 6360.690 - Maint & Repairs Supplies										
10261 - Graniterock/Pavex Construction	2164172	Dirt Tamper	Paid by EFT # 4791		06/15/2024	06/21/2024	06/21/2024		06/28/2024	82.71
10275 - Home Depot Credit Service	06-13-24	Home Depot (PW 9813)	Paid by Check # 104768		06/13/2024	06/20/2024	06/20/2024		06/28/2024	958.08
Account 6360.690 - Maint & Repairs Supplies Totals								Invoice Transactions 2		\$1,040.79
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056006 062420	188 Seaside Circle	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	684.17
10349 - Marina Coast Water District	000056090 062024	Locke Paddon Park	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	62.91
10349 - Marina Coast Water District	000056045 062024	3100 Preston Dr	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	3,788.89
10349 - Marina Coast Water District	000056046 062024	3100 Preston Dr	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	176.04
10349 - Marina Coast Water District	000056061 062024	Reservation/Locke Paddon Park	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	93.31
10349 - Marina Coast Water District	000056042 062024	3040 Lake Dr	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	790.61
10349 - Marina Coast Water District	000056094 062024	2660 5th Ave	Paid by Check # 104774		06/20/2024	06/24/2024	06/24/2024		06/28/2024	445.82
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions 7		\$6,041.75
Account 6400.737 - Material & Suppl Tools & Equip										
10275 - Home Depot Credit Service	06-13-24	Home Depot (PW 9813)	Paid by Check # 104768		06/13/2024	06/20/2024	06/20/2024		06/28/2024	8,743.81
Account 6400.737 - Material & Suppl Tools & Equip Totals								Invoice Transactions 1		\$8,743.81
Account 6400.800 - Material & Suppl Uniform										
12027 - Ryan Evans - refunds only	06-20-24	Safety Glasses Reimbursement	Paid by Check # 104780		06/20/2024	06/24/2024	06/24/2024		06/28/2024	200.00
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110489340	PW Uniforms	Paid by Check # 104786		06/21/2024	06/24/2024	06/24/2024		06/28/2024	271.02
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions 2		\$471.02
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 13		\$16,673.93
Division 311 - Buildings & Grounds Totals								Invoice Transactions 13		\$16,673.93
Department 310 - Public Works Totals								Invoice Transactions 13		\$16,673.93



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10515 - Rincon Consultants, Inc.	57695	Marina On Call GIS Services 2023	Paid by EFT # 4797		06/18/2024	06/20/2024	06/20/2024		06/28/2024	3,765.50
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions	1		\$3,765.50
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9966266508	Monthly Verizon Bill-308174766 (5/11-6/10/24)	Paid by EFT # 4799		06/10/2024	06/26/2024	06/26/2024		06/28/2024	103.21
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$103.21
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,868.71
Division 000 - Non-Div Totals							Invoice Transactions	2		\$3,868.71
Department 410 - Planning Totals							Invoice Transactions	2		\$3,868.71
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11984 - Duffy Group, Inc	COM-008	Public Works Director	Paid by Check # 104765		05/31/2024	06/04/2024	06/04/2024		06/28/2024	2,212.50
11984 - Duffy Group, Inc	COM-009	Public Works Director	Paid by Check # 104765		06/14/2024	06/18/2024	06/18/2024		06/28/2024	1,575.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$3,787.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,787.50
Division 000 - Non-Div Totals							Invoice Transactions	2		\$3,787.50
Department 420 - Engineering Totals							Invoice Transactions	2		\$3,787.50
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	56864	Building Inspections	Paid by EFT # 4789		06/17/2024	06/26/2024	06/26/2024		06/28/2024	22,875.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$22,875.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$22,875.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$22,875.00
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$22,875.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
12029 - Fuego Wood Fired Pizza, LLC	06-01-24	Multi-Cultural Festival	Paid by Check # 104767		06/01/2024	06/17/2024	06/17/2024		06/28/2024	100.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions		1	\$100.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		1	\$100.00
Division 100 - Admin Totals							Invoice Transactions		1	\$100.00
Department 510 - Recreation & Culture Totals							Invoice Transactions		1	\$100.00
Fund 100 - General Fund Totals							Invoice Transactions		112	\$132,956.12



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

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 6370.765 - Shared Svc TAMC-Congestion Mgt Plan										
10579 - Transportation Agency of Monterey County (TAMC)	1097	CMP/Regional Transportation Assessment	Paid by Check # 104784		07/01/2024	06/24/2024	06/24/2024		06/28/2024	7,054.00
Account 6370.765 - Shared Svc TAMC-Congestion Mgt Plan Totals								Invoice Transactions 1		\$7,054.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 2024 362-9	PG&E - 5996678362-9	Paid by Check # 104778		06/18/2024	06/26/2024	06/26/2024		06/28/2024	169.44
10463 - Pacific Gas & Electric	June 2024 683-2	PG&E 6217294683-2	Paid by Check # 104778		06/17/2024	06/26/2024	06/26/2024		06/28/2024	1,018.62
10463 - Pacific Gas & Electric	June 2024 533-8	PG&E - 2253666533-8	Paid by Check # 104778		06/16/2024	06/26/2024	06/26/2024		06/28/2024	143.88
Account 6380.300 - Utilities Gas & Electric Totals								Invoice Transactions 3		\$1,331.94
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056028 062024	California at Jerry Ct	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	38.22
10349 - Marina Coast Water District	000056040 062024	Hilo Ave	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	28.34
10349 - Marina Coast Water District	000056007 061424	Calif Ave/North of 3rd	Paid by Check # 104774		06/14/2024	06/24/2024	06/24/2024		06/28/2024	92.55
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions 3		\$159.11
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37423A-IN	Clear Diesel City Fuel	Paid by Check # 104777		06/17/2024	06/24/2024	06/24/2024		06/28/2024	731.51
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions 1		\$731.51
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110489341	PW Shop Items	Paid by Check # 104786		06/21/2024	06/24/2024	06/24/2024		06/28/2024	70.51
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions 1		\$70.51
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 9		\$9,347.07
Division 000 - Non-Div Totals								Invoice Transactions 9		\$9,347.07
Department 000 - Non-Dept Totals								Invoice Transactions 9		\$9,347.07
Fund 220 - Gas Tax Totals								Invoice Transactions 9		\$9,347.07



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 223 - Habitat Management										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6375.015 - JCFA Habitat Mgt Planning & Design										
10189 - Denise Duffy & Associates	9195	Marina Ft Ord Habitat Management Plan	Paid by Check # 104763		06/21/2024	06/25/2024	06/25/2024		06/28/2024	15,713.40
Account 6375.015 - JCFA Habitat Mgt Planning & Design Totals							Invoice Transactions	1		<u>\$15,713.40</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$15,713.40</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$15,713.40</u>
Department 223 - Habitat Management Totals							Invoice Transactions	1		<u>\$15,713.40</u>
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		<u>\$15,713.40</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 2024 272-1	PG&E - 2862559272-1	Paid by Check # 104778		06/17/2024	06/26/2024	06/26/2024		06/28/2024	41.84
Account 6380.300 - Utilities Gas & Electric Totals										\$41.84
Invoice Transactions 1										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	012016000 062024	199 A Paddon Place	Paid by Check # 104774		06/20/2024	06/21/2024	06/21/2024		06/28/2024	72.42
Account 6380.500 - Utilities Water & Sewer Totals										\$72.42
Sub-Division 00 - Non-Subdiv Totals										\$114.26
Division 000 - Non-Div Totals										\$114.26
Department 000 - Non-Dept Totals										\$114.26
Fund 251 - CFD - Locke Paddon Totals										\$114.26
Invoice Transactions 2										



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 312 - 2015 GO Refunding Bonds Library										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.218 - Prof Svc Fin - Debt Admin/Issuance										
10315 - Keyser Marston Associates	0038673	2015 GO Bonds levy services March 2024	Paid by EFT # 4792		04/10/2024	06/26/2024	06/26/2024		06/28/2024	885.00
Account 6300.218 - Prof Svc Fin - Debt Admin/Issuance Totals							Invoice Transactions	1		\$885.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$885.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$885.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$885.00
Fund 312 - 2015 GO Refunding Bonds Library Totals							Invoice Transactions	1		\$885.00



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10316 - Kimley-Horn & Associates	28454569	Del Monte Median ATP Grant	Paid by Check # 104771		05/31/2024	06/25/2024	06/25/2024		06/28/2024	13,751.74
10316 - Kimley-Horn & Associates	28454563	2021 Dev Impact Fee	Paid by Check # 104771		05/31/2024	06/25/2024	06/25/2024		06/28/2024	21,840.25
10316 - Kimley-Horn & Associates	28212844	Imjin Parkway PS&E	Paid by Check # 104771		05/31/2024	06/26/2024	06/26/2024		06/28/2024	26,297.00
11489 - Wallace Group, Inc.	62543	Del Monte Medians	Paid by Check # 104787		06/21/2024	06/24/2024	06/24/2024		06/28/2024	10,714.92
10897 - TechRx Technology Services	11932	Council Chambers Audio Room Meeting Equipment	Paid by EFT # 4798		06/20/2024	06/24/2024	06/24/2024		06/28/2024	1,796.07
11698 - Crossroads Software, Inc.	7711	Crossroads Analytics Software License	Paid by Check # 104762		03/28/2024	06/18/2024	06/18/2024		06/28/2024	9,800.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	6		\$84,199.98
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$84,199.98
Division 000 - Non-Div Totals							Invoice Transactions	6		\$84,199.98
Department 000 - Non-Dept Totals							Invoice Transactions	6		\$84,199.98
Fund 462 - City Capital Projects Totals							Invoice Transactions	6		\$84,199.98



Accounts Payable by G/L Distribution Report

Payment Date Range 06/28/24 - 06/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10008 - Monterey County Department of Health - EHB	1199179	AST Petroleum, Surcharge and over sight	Paid by Check # 104776		05/14/2024	06/28/2024	06/18/2024		06/28/2024	568.00
10008 - Monterey County Department of Health - EHB	1201331	Haz Mat- First Responder-Base Fee	Paid by Check # 104776		05/14/2024	06/28/2024	06/18/2024		06/28/2024	816.00
10008 - Monterey County Department of Health - EHB	1205286	Waste Oil, Nonchlorinated safety solvent	Paid by Check # 104776		05/14/2024	06/28/2024	06/18/2024		06/28/2024	215.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 3	\$1,599.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9966266508	Monthly Verizon Bill- 308174766 (5/11-6/10/24)	Paid by EFT # 4799		06/10/2024	06/26/2024	06/26/2024		06/28/2024	51.58
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$51.58
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	June 2024 683-2	PG&E 6217294683-2	Paid by Check # 104778		06/17/2024	06/26/2024	06/26/2024		06/28/2024	136.66
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$136.66
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 5	\$1,787.24
Division 000 - Non-Div Totals									Invoice Transactions 5	\$1,787.24
Department 000 - Non-Dept Totals									Invoice Transactions 5	\$1,787.24
Fund 555 - Marina Airport Totals									Invoice Transactions 5	\$1,787.24
Grand Totals									Invoice Transactions 136	\$245,003.07



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
July 2, 2024

MINUTES

Tuesday, June 18, 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**

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: None received
4. CLOSED SESSION:

a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)) 4 cases:

- (1) *City of Marina, et al. vs. Nemeth, Karla, et al.*, Monterey County Superior Court Case No. 19CV005270.
- (2) *City of Marina, et al. v. RMC Lonestar, et al.*, Monterey County Superior Court Case No. 20CV001387.
- (3) *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.
- (4) *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.

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

The City Attorney reported out Closed Session: There was no reported action taken.

5. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
6. **SPECIAL PRESENTATIONS:**
 - a. Korean American Association Proclamation
7. **COUNCIL AND STAFF ANNOUNCEMENTS:**
 - Council Member McAdams – Commented on the agenda now having direct links to each agenda item and the noted time limits on the Other Action items.
 - Council Member Biala –
 - Mayor Pro Tem Visscher – Announced MST now has their summer youth bus passes for ages 18 and under for \$38.00.
 - Council Member McCarthy – Attended the Change of Command at the Presidio of Monterey. Announced he will be attending the League of California Cities Policy Committee meetings on June 20th.
 - Recreation Director Willer – Announced July is Parks and Recreation Month.
 - City Manager Long – Informed the council and public that Marina office will be closed on June 19th for Juneteenth Day. Announced at the July 2nd council meeting the police department will be giving a presentation on Fireworks.
 - Fire Chief McCoun – Provided brief update on the difference between safe and sane and illegal fireworks.
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.*

There were no public announcements.

9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. CONSENT AGENDA: *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
 - a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Accounts Payable Check Numbers 104618-104691, totaling \$489,842.42.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) June 4, 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. 2024-63**, authorizing the acceptance of fiscal year 2022 Homeland Security Grant Program Project #24: Marina FD-Ballistic Vests and Helmets.
 - (2) ~~Adopting Resolution No. 2024, confirming levy of a special tax for the City of Marina Community Facilities District No. 2007-2 (Locke Paddon) for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09, and; consider adopting Resolution No. 2024, certifying City of Marina compliance with State law (Proposition 218) with respect to levying of special taxes for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09. *This item was pulled by staff and was not heard.*~~
 - (3) Adopting **Resolution No. 2024-64**, granting a request for a conflict of interest waiver, whether actual or potential, allowing Noland, Hamerly, Etienne, & Hoss (“NHEH”), previously serving as Interim City Attorney, to represent Tatum Garden’s Foundation, Inc. (“TGF”) in connection with development of a playground project at the Dunes “City Park”.
 - (4) Adopting **Resolution No. 2024-65**, establishing appropriations limit for FY 2024-25.

g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*

- (1) Adopting **Resolution No. 2024-66**, approving an agreement between the City of Marina and Monterey Bay Moves to provide group exercise classes. *(Not a Project under CEQA per Article 20, Section 15378)* ***Pulled by Mayor Delgado.***
- (2) Adopting **Resolution No. 2024-67**, authorizing the City Manager to execute a memorandum of Understanding (MOU) by and among the Cities of Marina, Hollister, Watsonville and Salinas for the procurement of professional services to perform a municipal airport economic benefit analysis. *(Not a Project under CEQA per Article 20, Section 15378)*
- (3) Adopting **Resolution No. 2024-68**, authorizing the City Manager to execute an agreement between the City of Marina and the County of Monterey for the collection of special taxes, fees, and assessments. *(Not a Project under CEQA per Article 20, Section 15378)*
- (4) Adopting **Resolution No. 2024-69**, approving an agreement with Denise Duffy and Associates to prepare a maintenance plan for Hilltop Park within Phase 2 East of University Village. ***Pulled by Mayor Delgado***

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Staff noted that agenda item 10f(2) was being pulled from the agenda.

Mayor Pro tem Visscher needed to recused herself from agenda item 10g(4) due to conflict of interest.

Mayor Delgado requested to pull agenda items 10g(1) and 10g(4)

Council Member McCarthy asked if agenda item 13e could be discussed first under Other Action, making it now 13a. The council agreed to rearrange the agenda.

DELGADO/MCCARTHY: TO APPROVE THE CONSENT AGENDA MINUS 10f(2), 10g(1) AND 10g(4). 5-0-0-0 Motion Passes

10g(1)

The council had questions regarding the fees to be charged, asked if staff could speak with contractor to lower fees.

MCADAMS/BIALA: TO APPROVE RESOLUTION NO. 2024-, APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND MONTEREY BAY MOVES TO PROVIDE GROUP EXERCISE CLASSES. 4-1(Delgado)-0-0 Motion Passes

10g(4)

Council discussed citywide park maintenance, fencing and pathways, erosion issues, dog park issues and bathroom access.

Council discussed and agreed to do a field trip to the Hilltop Park as a Special Meeting on Monday, June 24, 2024, at 2:00 P.M. at the corner of 9th Street and Sandy Gulch Road.

BIALA/MCADAMS: TO APPROVE RESOLUTION NO. 2024-69, APPROVING AN AGREEMENT WITH DENISE DUFFY AND ASSOCIATES TO PREPARE A MAINTENANCE PLAN FOR HILLTOP PARK WITHIN PHASE 2 EAST OF UNIVERSITY VILLAGE. 4-0-0-0 Motion Passes

11. **PUBLIC HEARINGS:** *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
12. **OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY:** *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. **OTHER ACTION ITEMS:** *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting **Resolution No. 2024-70**, approving the minor modifications to the adopted Objective Design Standards (ODS). Exempt from Environmental Review per Sec. 15378 of the CEQA guidelines. **(15-Minutes)**

Public Comments: None received.

Council Member McCarthy asked about window offsets.

MCCARTHY/MCADAMS: TO APPROV RESOLUTION NO. 2024-70, APPROVING THE MINOR MODIFICATIONS TO THE ADOPTED OBJECTIVE DESIGN STANDARDS (ODS). EXEMPT FROM ENVIRONMENTAL REVIEW PER SEC. 15378 OF THE CEQA GUIDELINES; AND DIRECT STAFF TO EXPLORE THE MAXIMUM SILL HEIGHT OF THE WINDOWS ON THE FIRST FLOOR AS ALLOWED BY BUILDING CODE; AND DELETE REFERENCES TO CANVAS AND FABRIC AWNINGS. 4-1(Visscher)-0-0 Motion Passes

- b. Adopting **Resolution No. 2024-71**, approve final design of Sea Haven Park including relocating playground equipment originally purchased for Sea Haven Park to Glorya Jean Tate Park; and approve final design of Glorya Jean Tate Park WITH ORIGINAL OPTION; and approving transferring the needed unexpended fund balance of approximately \$1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016)

Public Comments:

- Grace Silva-Santella – Spoke about the differences of using asphalt and concrete for the pickleball courts. Urged council to support concrete for the courts. Supports the design of Glorya Jean Tate Park and transfer of monies.
- Elpedio – Supports the use of concrete for pickleball courts. Empowered council to do things right the first time around.

- Gabe Gondia – Supports the use of concrete on the pickleball courts
- Dave Capizie – Supports the use of concrete on the pickleball courts
- Joanne Silva – Supports the use of concrete on the pickleball courts
- Naomi Estolas – Supports the use of concrete on the pickleball courts

MCADAMS/DELGADO: TO ADOPT RESOLUTION NO. 2024-71, APPROVE FINAL DESIGN OF SEA HAVEN PARK INCLUDING RELOCATING PLAYGROUND EQUIPMENT ORIGINALLY PURCHASED FOR SEA HAVEN PARK TO GLORYA JEAN TATE PARK TITLED ORIGINAL PLAN (PERMITTED) (\$4.5MILLION (2023 PRICING); AND APPROVE FINAL DESIGN OF GLORYA JEAN TATE PARK; PROVIDING STAFF WITH DIRECTION TO FIND A SAFER ALTERNATIVE FOR THE PARKING ALONG CARDOZA AVE AND WORKING WITH THE DESIGNER TO RELOCATE THE DOG PARK FOR ADDITIONAL PARKING; AND APPROVING TRANSFERRING THE NEEDED UNEXPENDED FUND BALANCE OF UP TO \$1.8 MILLION FROM GLORYA JEAN TATE PARK (CAPITAL PROJECT # QLP2119) TO SEA HAVEN COMMUNITY PARK (CAPITAL PROJECT # QLP 2016);; AND TO LOOK AT ADDING A PAVILLION/GAZEBO. 5-0-0-0 Motion Passes

- c. Adopting **Resolution No. 2024-72**, approving Sea Haven Community Park Playground design. **(15-Minutes)**

Public Comments: None received.

BIALA/MCADAMS: TO ADOPT RESOLUTION NO. 2024-72, APPROVING OPTION #1 “PIRATES SHIP” AS THE SEA HAVE COMMUNITY PARK DESIGN. 5-0-0-0 Motion Passes

- d. Adopting **Resolution No. 2024-73**, approving Windy Hill Park playground design. **(15-Minutes)**

Public Comments:

- Grace Silva-Santella – Provided history of the naming of Windy Hill Park. This is a popular park for the younger children, glad to be able to work with the developer on the restrooms.
- Lisa Rike – Supports concept #1, has more options for younger demographic and stays with the windy hill theme.
- Mike Moeller – Supports concept #1, commented about restrooms.

BIALA/DELGADO: TO ADOPT RESOLUTION NO. 2024-73 CHOOSING CONCEPT #1 FOR WINDY HILL PARK PLYGROUND DESIGN WITH THE MODIFICATION TO REMOVE SOME OF THE SLATS TO INCREASE VISIBILITY IN THE OWL STRUCTURE AND GIVE STAFF DIRECTION ON THE CONCEPT OF SHARED BATHROOM WITH MARINA STATION AND POSSIBLY BUILD A BATHROOM SITE ON WINDY HILL PRIOR TO THE MARINA STATION BUILDING/CONSTRUCTION OF THE PLAYGROUND. 5-0-0-0 Motion Passes

- e. Adopting **Resolution No. 2024-74**, approving an amendment to the Ground Lease Agreement between City of Marina and Joby Aero, Inc. (Joby) dated February 16, 2020, increasing the lease area from five-acres to approximately 13.75 acres of the developed south tarmac located at 3200-C Imjin Road, and making other modifications to the lease including increasing the term from 30 years to 40 years. **(15-Minutes)**

Public Comments: None received.

Council Member McCarthy recused himself from this item due to conflict of interest.

BIALA/MCADAMS: TO ADOPT RESOLUTION NO. 2024-74, APPROVING AN AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN CITY OF MARINA AND JOBY AERO, INC. (JOBY) DATED FEBRUARY 16, 2020, INCREASING THE LEASE AREA FROM FIVE-ACRES TO APPROXIMATELY 13.75 ACRES OF THE DEVELOPED SOUTH TARMAC LOCATED AT 3200-C IMJIN ROAD, AND MAKING OTHER MODIFICATIONS TO THE LEASE INCLUDING INCREASING THE TERM FROM 30 YEARS TO 40 YEARS. 4-0-0-0 Motion Passes

- f. Council update on future Police, Fire and Community Facilities and potential General Obligation Bond ballot measure. *Continued from June 4, 2024 (15-Minutes)*
 - g. Receive a brief informational update on the status of the Mobile Vending Ordinance adopted on December 5, 2023. No action is required at this time. **(15-Minutes)**
14. COUNCIL & STAFF INFORMATIONAL REPORTS:
- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
 - b. Council reports on meetings and conferences attended (Gov't Code Section 53232).
15. ADJOURNMENT: The meeting adjourned at 10:55 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **10b(2)**
City Council Meeting of
July 2, 2024

MINUTES

Monday, June 24, 2024

2:00 P.M. OPEN SESSION

**SPECIAL MEETING
CITY COUNCIL**

THIS MEETING WILL BE HELD IN PERSON

Dunes Hilltop Park
Corner of 9th Street and Sandy Gulch Drive
Marina, California

PARTICIPATION

The agenda for this Special Meeting includes an in-person site visit. During a site visit, the City Council may only discuss the item(s) on this Special Meeting site visit agenda. The agenda does not allow any formal votes or motions on any proposed project or other matters. The site visit is an informational meeting where the Council may ask questions from or hear statements from members of the public attending the visit. No comments made during the site visit by the Council are binding or required to be carried through to any public hearing where actions might be taken.

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. **OTHER ACTION:**

- a. Site visit of Dunes Hilltop Park Project Area, corner of 9th Street and Sandy Gulch Drive, Marina, Ca 93933

The council toured the Dunes Hilltop Park project area. No official action was taken.

4. **ADJOURNMENT:** The meeting adjourned at 3:30 PM

ATTEST:

Anita Sharp, Deputy City Clerk

Bruce C. Delgado, Mayor

July 2, 2024



CLAIM FORM

This form is provided pursuant to Government Code Section 910.4 and shall be used by any person presenting a claim to the City of Marina under Government Code Section 810 et seq., except as provided in Government Code Sections 905 and 905.1. If additional space is needed for any of the required information, please attach additional sheets.

SECTION 1: CLAIMANT INFORMATION

Comcast (Project Resources Group) (720) 580-1961
Name of Claimant Telephone Number (include area code)

5690 DTC Blvd Suite 650 E Greenwood Village CO 80111
Mailing Address City CA Zip Code

SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

Comcast (Project Resources Group) ([REDACTED])
Name of Claimant Telephone Number (include area code)

[REDACTED]
Mailing Address City CA Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: 02/16/2023
Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

On 02/16/2024, A crew for The City of Marina, CA 93933 was trimming a tree near address 161 Hilo Ave,
Marina, CA 93933 when they damaged a 30-count aerial fiber optic cable with a mechanized tool for
trimming trees.

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury.

On 02/16/2024, A crew for The City of Marina, CA 93933 was trimming a tree near address 161 Hilo Ave,
Marina, CA 93933 when they damaged a 30-count aerial fiber optic cable with a mechanized tool for
trimming trees. Please reference our claims support package for photos of the damage.

Provide a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.

A 30-count aerial fiber option cable had to repaired due to the damages for from tree trimming. Please reference our claims
support for a breakdown of the repairs.

Unknown

Amount Claimed: \$ 6,858.75

Basis for computation: Cost of repair

____ Limited Civil Case ____ Non-Limited Civil Case

☐ Yes (If marked, please provide information below. ☒ No

Mailing Address	City	State	Zip Code
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Policy Number: _____ Deductible: \$ _____

Name of registered owner(s) of the vehicle: _____

Vehicle Make: _____ Model: _____ Year: _____

Jecika Hafley, claims specialist, PRG ([REDACTED])
Name of Attorney/Representative Telephone Number (include area code)

Mailing Address	City	State	Zip Code
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Is the claim filed on behalf of minor? ☐ Yes ☒ No If yes, please indicate:

Relationship to minor: _____ Minor's date of birth: _____
Month, Day & Year

SECTION 6: ADVISORY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

SECTION 7: SIGNATURE

Jecika Hafley

Signature of Claimant or Claimant's Attorney /Representative

03/01/2024

Date

SECTION 8: SUBMISSION OF CLAIM FORM

Completed claim forms must be submitted by personal delivery or by United States mail, postage paid, to the following address:

**City of Marina
Marina City Hall
Attention: Catrina Scharf
Human Resources & Risk Department
211 Hillcrest Avenue
Marina, CA 93933**

**Office: (831) 884-1283
Fax: (831) 384-0860
HR@cityofmarina.org**

Incomplete and un-signed claim forms will not be processed and will be returned to the claimant's address indicated on this form.

Once your completed and signed claim form is received in the City's Risk Management Department it may require placement on the City Council agenda for consideration to deny your claim. This action to deny your claim is required by law for public entities and does not mean the City will not process your claim. Rather, your claim will be researched by the City's Risk Management process, or it will be referred to the City's Risk Management Authority, MBASIA (Monterey Bay Area Self Insurance Authority) for investigation by the Claims Adjuster, Ken Maiolini.

Mr. Maiolini will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact our Risk Management Services at (707)602-3144 , if you wish to discuss your claim.

Thank you.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
CONFIRMING LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA
COMMUNITY FACILITIES DISTRICT NO. 2007-2 (LOCKE PADDON)
FOR FISCAL YEAR 2024-2025 AS AUTHORIZED BY ORDINANCE NO.
2007-09; AND RESOLUTION NO. 2024-, CERTIFYING CITY OF MARINA
COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT
TO LEVYING OF SPECIAL TAXES ON BEHALF OF THE CITY OF
MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 FOR FISCAL
YEAR 2024-2025 AS AUTHORIZED BY ORDINANCE NO. 2007-09**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2024-, confirming levy of a special tax for the City of Marina Community Facilities District No. 2007-2 (Locke Paddon) for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09, and;
2. Consider adopting Resolution No. 2024-, certifying City of Marina compliance with State law (Proposition 218) with respect to levying of special taxes for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09

BACKGROUND:

Pursuant to a special election held on July 17, 2007, on August 7, 2007, the City Council unanimously passed Ordinance No. 2007-09, forming the City of Marina Community Facilities District No. 2007-2 (commonly referred to as Locke-Paddon CFD, see “**EXHIBIT B**”). Ordinance 2007-09 also authorized an annual special tax levy for the purpose of landscape and park maintenance. The special tax was first levied for fiscal year 2008-09, in the amount of \$898.58 for each of the fifteen (15) assessed properties. Each subsequent year, Ordinance 2007-09 requires the special tax to be increased by two percent (2.00%) from the previous approved Maximum Special Tax.

For fiscal years 2013/14, 2014/15 and 2015/16, the special tax was temporarily reduced to zero. The City Council Resolutions affirmed that for future calculations, the full, authorized, maximum rate would continue to increase per Ordinance 2007-09. Accordingly, the special tax for each fiscal year since inception has been as follows (NOTE: Monterey County requires that rates be divisible by 2 for placement on the rolls, so calculations are rounded each year):

Fiscal Year	Max. Per Parcel Tax	Approved Levy	Total Special Tax
FY 08/09	\$898.58	\$ 898.58	\$ 13,478.70
FY 09/10	\$916.56	\$ 916.56	\$ 13,748.40
FY 10/11	\$934.90	\$ 934.90	\$ 14,023.50
FY 11/12	\$953.60	\$ 953.60	\$ 14,304.00
FY 12/13	\$972.68	\$ 972.68	\$ 14,590.20
FY 13/14	\$992.14	\$ -	\$ -
FY 14/15	\$1,011.98	\$ -	\$ -
FY 15/16	\$1,032.22	\$ -	\$ -
FY 16/17	\$1,052.86	\$ 420.00	\$ 6,300.00
FY 17/18	\$1,073.92	\$ 475.00	\$ 7,125.00
FY 18/19	\$1,095.40	\$ 450.00	\$ 6,750.00
FY 19/20	\$1,117.30	\$ 488.00	\$ 7,320.00
FY 20/21	\$1,139.64	\$ 785.00	\$ 11,775.00
FY 21/22	\$1,162.44	\$ 820.00	\$ 12,300.00
FY 22/23	\$1,185.68	\$ 1,100.00	\$ 16,500.00
FY 23/24	\$1,209.40	\$ 1,100.00	\$ 16,500.00
FY 24/25	\$1,233.58	\$ 1,100.00	\$ 16,500.00

ANALYSIS:

Each year's special tax is collected by the Monterey County Tax Collector, and then distributed to the City. When received by the City, special taxes are credited in the accounting system to Fund 251 - CFD No. 2007-2 Locke Paddon. Likewise, expenditures and costs incurred on behalf of the District are paid out of Fund 251 expenditure. It is estimated that by June 30, 2024, the unexpended fund balance in Fund 251 (cumulative tax revenue in excess of expenditures since inception) is projected to be approximately \$5,839. Expected landscaping, utilities, extraordinary maintenance, and City service expenditures for this coming fiscal year (2024-25) will be approximately \$16,614 (**"EXHIBIT C"**). Planned extraordinary maintenance will include a pet waste station and plant replacement.

Due to the age of the site improvements at the District, a fund balance of \$5,725 will be maintained for replacement costs of site improvements as they reach the end of their life expectancy (e.g. street light fixtures, irrigation system) and for tree removal/replacement as needed.

Section 2 of Ordinance 2007-09 requires the CFD Administrator (the City Manager) "...to determine each year, without further action of this Council, the Special Tax...and, without further action of this Council, to provide all necessary and appropriate information to the Monterey County Auditor...necessary to effect the correct and timely billing and collection of the Special Tax...." Upon evaluation of the anticipated expenditures of the District for the upcoming Fiscal Year 24/25, it is the opinion of the CFD Administrator to assess a special tax of \$1,100.00 per parcel to maintain an adequate fund balance for any potential unforeseen extraordinary maintenance projects.

Monterey County will not impose or collect the special tax on the District's behalf unless the City submits, in a form provided by the County, a certification of compliance with State Law (Proposition 218) that includes a hold harmless and indemnification provision for administrative expenses of the County associated with collection of the City's taxes, assessments, fees or charges, other than the Constitutionally authorized 1% ad valorem tax.

Attached is a resolution which, if adopted by the Council will satisfy the County's certification, hold-harmless and indemnification requirements with respect to the City of Marina Community Facilities District No. 2007-2 Special Tax for the 2024-25 fiscal year.

FISCAL IMPACT:

Special assessments finance the CFD's approved landscape maintenance services. Total to be credited to the district is as follows:

Fund 251 Community Facilities District No. 2007-2	\$16,500.00
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CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Tori Hannah
Finance Director
City of Marina

Nourdin Khayata
Interim Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA CONFIRMING
LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES
DISTRICT NO. 2007-2 (LOCKE PADDON) FOR FISCAL YEAR 2024-2025 AS AUTHORIZED
BY ORDINANCE NO. 2007-09

WHEREAS, Ordinance 2007-09 authorized the levy of a special tax for the benefit of the City of Marina Community Facilities District 2007-2 starting in Fiscal Year 2008-2009, and increasing each year by two percent (2%); and

WHEREAS the special tax has been levied each fiscal year as authorized, but was temporarily reduced to zero for Fiscal Years 2013/14, 2014/15 and 2015/16; and

WHEREAS the Administrator has calculated the maximum Fiscal Year 2024-2025 special tax to be \$1,233.58, and;

WHEREAS, the CFD administrator having further considered the special tax requirements in accordance with Exhibit A to Ordinance 2007-09, by which Community Facilities District 2007-2 was established and continues, has determined that a special tax for fiscal year 2024-2025 be assessed at \$1,100.00 per parcel.

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.
2. The City does hereby order the levy and collection of said assessment, \$1,100.00 per parcel for FY 2024-2025 assessment for the Locke Paddon Community Facilities District No. 2007-2.
3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of Community Facilities District No. 2007-2 shall be repaid from the next annual assessments levied and collected within Community Facilities District No. 2007-2.
4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2024.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA CERTIFYING
COMPLIANCE WITH STATE LAW (PROPOSITOIN 218) WITH RESPECT TO
LEVYING OF SPECIAL TAXES ON BEHALF OF CITY OF MARINA COMMUNITY
FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2024-2025 AS AUTHORIZED BY
ORDINANCE NO. 2007-09

WHEREAS, the City of Marina “Public Agency” requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “A” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “A”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable law of the State of California.
2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit “A”, the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property –related fees or charges identified in Exhibit “A” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 2nd day of July 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

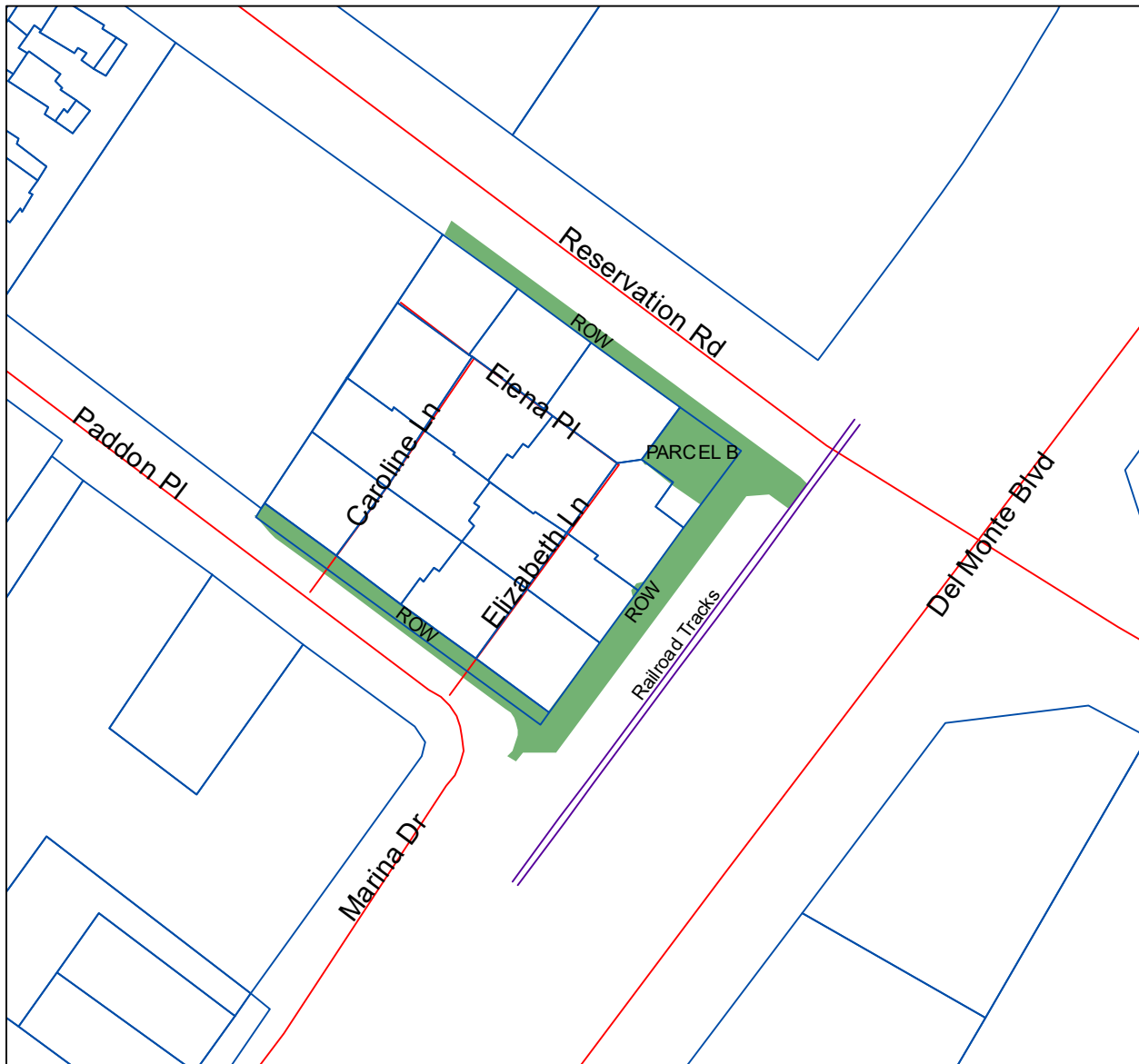
EXHIBIT “A”

**TO
RESOLUTION OF THE CITY OF MARINA, COUNTY
OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW
WITH RESPECT TO THE LEVYING OF SPECIAL TAXES FOR
FISCAL YEAR 2024-2025**

PER-PARCEL SPECIAL TAX:

DIAGRAM & LOT NO.	ASSESSOR'S PARCEL NUMBER	SPECIAL TAX ASSESSMENT
1	033-135-001-000	\$ 1,100.00
2	033-135-002-000	\$ 1,100.00
3	033-135-003-000	\$ 1,100.00
4	033-135-004-000	\$ 1,100.00
5	033-135-005-000	\$ 1,100.00
6	033-135-006-000	\$ 1,100.00
7	033-135-007-000	\$ 1,100.00
8	033-135-008-000	\$ 1,100.00
9	033-135-009-000	\$ 1,100.00
10	033-135-010-000	\$ 1,100.00
11	033-135-011-000	\$ 1,100.00
12	033-135-012-000	\$ 1,100.00
13	033-135-013-000	\$ 1,100.00
14	033-135-014-000	\$ 1,100.00
15	033-135-015-000	\$ 1,100.00

EXHIBIT B CFD DIAGRAM



Locke Paddon Point Landscape Maintenance District

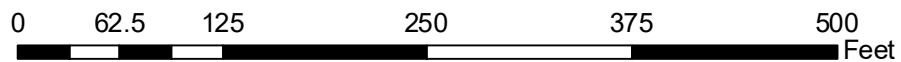
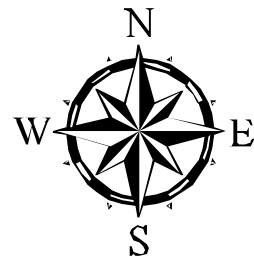


EXHIBIT C
LOCKE-PADDON COMMUNITY FACILITIES DISTRICT
BUDGET SUMMARY

Summary	Estimates FY 2023-2024	Estimates FY 2024-2025	Estimates FY 2025-2026
Beginning Cash Balance, July 1st	\$ 7,691	\$ 5,839	\$ 5,725
(a) Total Special Tax Revenue (15 Parcels)	\$ 16,500	\$ 16,500	\$ 16,500

Expenditures

Contractor Services			
^(b) Landscape Maintenance Contract	\$ 2,739	\$ 3,096	\$ 3,189
Utilities	\$ 1,100	\$ 1,133	\$ 1,167
Large Tree Trimming	\$ -	\$ -	\$ -
Extraordinary Maintenance	\$ 5,779	\$ 3,750	\$ -
Administrative Services			
Supervision	\$ -	\$ -	\$ -
Cost Allocation Charges	\$ 5,235	\$ 5,235	\$ 5,235
Administration (Incl. Engineer's Report)	\$ 3,500	\$ 3,400	\$ 3,400
Total Expenditures	\$ 18,353	\$ 16,614	\$ 12,991

(c) Net Change in Fund Balance	\$ (1,853)	\$ (114)	\$ 3,509
---------------------------------------	-------------------	-----------------	-----------------

(d) Ending Fund Balance, June 30th	\$ 5,839	\$ 5,725	\$ 9,234
--	-----------------	-----------------	-----------------

^(a) Maximum Assessment per Rate of Apportionment is \$1,233.58 per parcel for FY 24/25. Actual Per Parcel Assessment for FY 24/25 is \$1,100.00

^(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

^(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Special Tax Revenue for that Fiscal Year.

^(d) End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
CONFIRMING LEVY OF THE SPECIAL TAX FOR THE CITY OF
MARINA COMMUNITY FACILITIES DISTRICT NO. 2015-1 (THE
DUNES) FOR FISCAL YEAR 2024-25 AS AUTHORIZED BY
ORDINANCE NO. 2015-03; AND RESOLUTION NO. 2024-,
CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW
(PROPOSITION 218) WITH RESPECT TO A SPECIAL TAX FOR THE
CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2015-1
AS AUTHORIZED BY ORDINANCE NO. 2015-03 FOR FISCAL YEAR
2024-25**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2024-, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 (The Dunes) for Fiscal Year 2024-25 as authorized by Ordinance No. 2015-03, and;
2. Resolution No. 2024-, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for Fiscal Year 2024-25

BACKGROUND:

Pursuant to a special election held on June 2, 2015, on June 16, 2015, the City Council unanimously passed Ordinance No. 2015-03, forming the City of Marina Community Facilities District No. 2015-1 (commonly referred to as The Dunes CFD). Ordinance 2015-03 also authorized an annual special tax levy for the purpose of administration and services of District maintenance of streets, sidewalks, curb & gutters, street lighting and storm drains. The special tax was first levied for fiscal year 2015-16, in the amount of \$437.22 for each of the assessed residential units and \$5,187 per acre of undeveloped property. The assessment was calculated for the ongoing phased future maintenance of the District improvements. Each subsequent year, Ordinance 2015-03 requires the special tax to be increased by the lesser of 4% or the Construction Cost Index as published in the Engineering News Record (ENR) from the previous approved Maximum Special Tax. For Fiscal Year 24/25, the Construction Cost Index increased by 0.001%. The Rates and Apportionment for this District therefore applies a maximum annual rate increase of 0.001%.

On June 21, 2016, the City Council adopted Resolution 2016-96, accepting annexation of property into the City of Marina Community Facilities District No. 2015-1(The Dunes). The annexation area incorporates the Dunes Residential Subdivision Phase 1C Final Map 2.

On April 4, 2017, the City Council adopted Resolution 2017-35, accepting annexation of property into the City of Marina Community Facilities District No. 2015-1(The Dunes). The annexation area incorporates the Dunes Residential Subdivision Phase 1C Final Map 3.

On February 15, 2022, the City Council adopted Resolution 2022-21, accepting annexation of property into the City of Marina Community Facilities District No. 2015-1(The Dunes). The annexation area incorporates the Dunes Subdivision Phase 2 East/Residential.

Accordingly, the special tax for each fiscal year since inception has been as follows (NOTE: Monterey County requires that rates be divisible by 2 for placement on the rolls, so calculations are rounded each year):

Fiscal Year	Tax Per Parcel	Tax Per Acre	Total Special Tax (to be) Collected	End of FY Audit Balance
FY 15/16	\$437.22	\$5,187.00	\$54,228.30	
FY 16/17	\$452.66	\$5,369.89	\$101,268.60	
FY 17/18	\$459.46	\$5,450.69	\$162,605.34	
FY 18/19	\$470.92	\$5,586.73	\$160,509.62	
FY 19/20	\$484.24	\$5,744.70	\$160,767.68	
FY 20/21	\$501.52	\$5,974.48	\$166,504.64	
FY 21/22	\$520.50	\$6,174.70	\$172,806.00	\$948,045.00
FY 22/23	\$541.32	\$6,421.69	\$303,025.22	
FY 23/24	\$541.70	\$6,426.16	\$297,944.08	
FY 24/25	\$541.70	\$6,426.31	\$298,476.70	

ANALYSIS:

Each year's special tax is collected by the Monterey County Tax Collector, and then disbursed to the City. When received by the City, special taxes are credited in the accounting system to Fund 252 - CFD Dunes No. 2015-1. Likewise, expenditures and costs incurred on behalf of the District are posted to Fund 252 expenditure accounts.

As of June 30, 2023, the fund balance in Fund 252 (cumulative tax revenue in excess of expenditures since inception) is projected to be approximately \$1,042,285. Due to the age of the District improvements, scheduled maintenance service expenditures are expected in FY 23/24 into 24/25. Anticipated maintenance costs are approximately \$505,852, including a scheduled slurry seal of various streets along with video inspections of the underground stormwater system as shown on **EXHIBIT C**. Improvements are scheduled per the maintenance plan attached as **EXHIBIT D** to cover ongoing maintenance of streets, sidewalks, curbs and gutters, and storm drains. The maintenance funding needs formed the basis for establishing the district and setting the initial assessment.

Ordinance 2015-03 authorizes the finance director "...to determine the specific special tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the future annexation area that annex into the CFD), in the manner and as provided in the resolution of formation."

However, Monterey County will not impose or collect the special tax on the District's behalf unless the City submits, in a form provided by the County, a certification of compliance with State Law (Proposition 218) that includes a hold harmless and indemnification provision for administrative expenses of the County associated with collection of the City's taxes, assessments, fees or charges, other than the Constitutionally authorized 1% ad valorem tax.

Attached is a resolution which, if adopted by the Council will satisfy the County's certification, hold-harmless and indemnification requirements with respect to the City of Marina Community Facilities District No. 2015-1 Special Tax for the 2024-25 fiscal year.

FISCAL IMPACT:

Special assessments finance the CFD's approved maintenance services. Total to be credited to the district is as follows:

Fund 252 Community Facilities District No. 2015-1	\$298,476.70
---	--------------

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Tori Hannah
Finance Director
City of Marina

Nourdin Khayata, P.E.
Interim Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA CONFIRMING
LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES
DISTRICT NO. 2015-1 AS AUTHORIZED BY ORDINANCE NO. 2015-03 FOR FISCAL
YEAR 2024-25

WHEREAS, Ordinance 2015-03 authorized the levy of a special tax for the benefit of The City of Marina Community Facilities District 2015-1 starting in Fiscal Year 2015-16 and increasing by the lesser of 4% or the Construction Cost Index as published in the Engineering News Record (ENR) from the previous approved Maximum Special Tax. For Fiscal Year 24/25, the Construction Cost Index increased by 0.001%. The Rates and Apportionment for this District therefore applies an annual rate increase of 0.001%, and;

WHEREAS the Administrator has calculated the maximum Fiscal Year 2024/25 special tax to be \$541.70 per parcel and \$6,426.31 per Acre of undeveloped property, and;

WHEREAS, the CFD administrator having further considered the special tax requirements in accordance with Exhibit A to Ordinance 2015-03, by which Community Facilities District 2015-1 was established and continues, has determined that a special tax for fiscal year 2024-25 be assessed at \$541.70 per parcel and \$6,426.31 per Acre of undeveloped property.

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.
2. The City does hereby order the levy and collection of said assessment \$541.70 per parcel and \$6,426.31 per Acre of undeveloped property for FY 2024/25 assessment for The Dunes CFD No. 2015-1.
3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of Community Facilities District No. 2015-1 shall be repaid from the next annual assessments levied and collected within Community Facilities District No. 2015-1
4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2024.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Anita Sharp, Deputy City Clerk

Bruce Delgado, Mayor

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA CERTIFYING
COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT TO
LEVYING OF SPECIAL TAXES ON BEHALF OF CITY OF MARINA COMMUNITY
FACILITIES DISTRICT NO. 2015-1 FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Marina “Public Agency” requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “A” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2024-25

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “A”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable law of the State of California.
2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit “A”, the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property –related fees or charges identified in Exhibit “A” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 2nd day of July 2024, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A

ATTACHMENT TO RESOLUTION NO. 2024-____ OF THE CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF SPECIAL TAX

FISCAL YEAR 2024-25

SPECIAL TAXES:

City of Marina CFD No. 2015-1 (The Dunes)

- Developed Property
 - Residential Rate (Per-Unit Rate) \$541.70
 - Non-Residential Rate (Per-Acre Rate) \$6,426.31
- Undeveloped Property (Per-Acre Rate) \$6,426.31

Special Tax Levy Summary		
Developed Property		
Residential	551 Units	\$298,476.70
Non-Residential	0.00 Acres	\$0.00
Undeveloped Property	0.00 Acres	\$0.00
Total		\$298,476.70

Fiscal Year Budget Scenario
The Dunes Community Facilities District (CFD 2015-1)

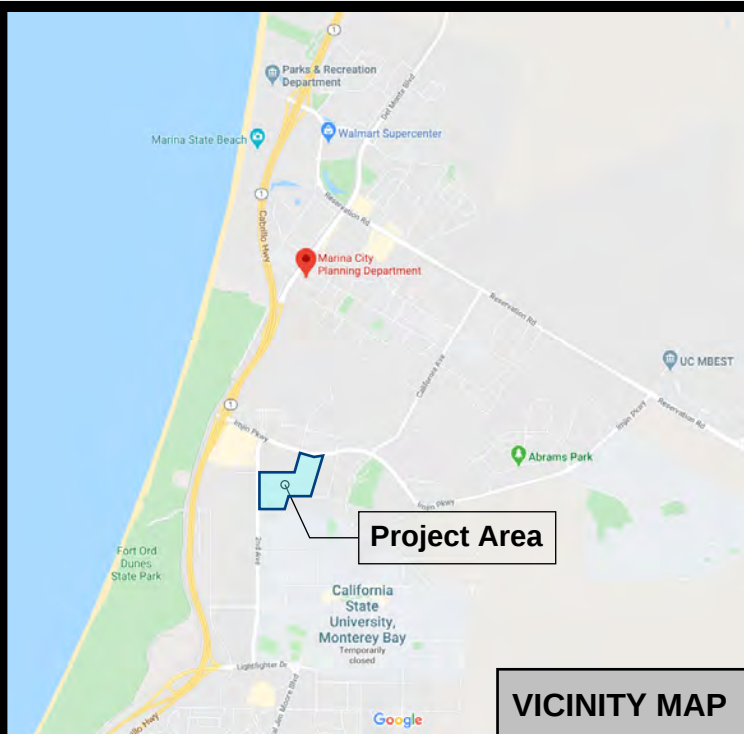
Summary	Estimates FY 2023-2024	Estimates FY 2024-2025	Estimates FY 2025-2026*
Beginning Cash Balance, July 1st	\$ 1,090,081	\$ 1,042,285	\$ 834,910
(a) Total Special Tax Revenue	\$ 297,944	\$ 298,477	\$ 298,689
(b) Expenditures			
Maintenance Services			
Facilities Maintenance	\$ 21,977	\$ 21,992	\$ 22,008
Maintenance Cycle Deposit	\$ 136,046	\$ 136,142	\$ 136,239
Construction Cost (Slurry Seal)	\$ 180,000	\$ 340,000	\$ 200,000
Administrative Services			
Financial Administration	\$ 4,948	\$ 4,948	\$ 4,948
Cost Allocation Charges	\$ 2,770	\$ 2,770	\$ 2,770
(c) Total Services Costs	\$ 345,740	\$ 505,852	\$ 365,965
Ending Fund Balance, June 30th	\$ 1,042,285	\$ 834,910	\$ 767,634

(a) Maximum Assessment per Rate of Apportionment is \$541.70 per parcel & \$6,426.31 per undeveloped acre for FY 24/25 (ENR Construction Cost Index increase of 0.001%).

(b) Expenditures for FY 23/24 are estimated with City acceptance of CFD improvements, including a slurry seal for various streets.

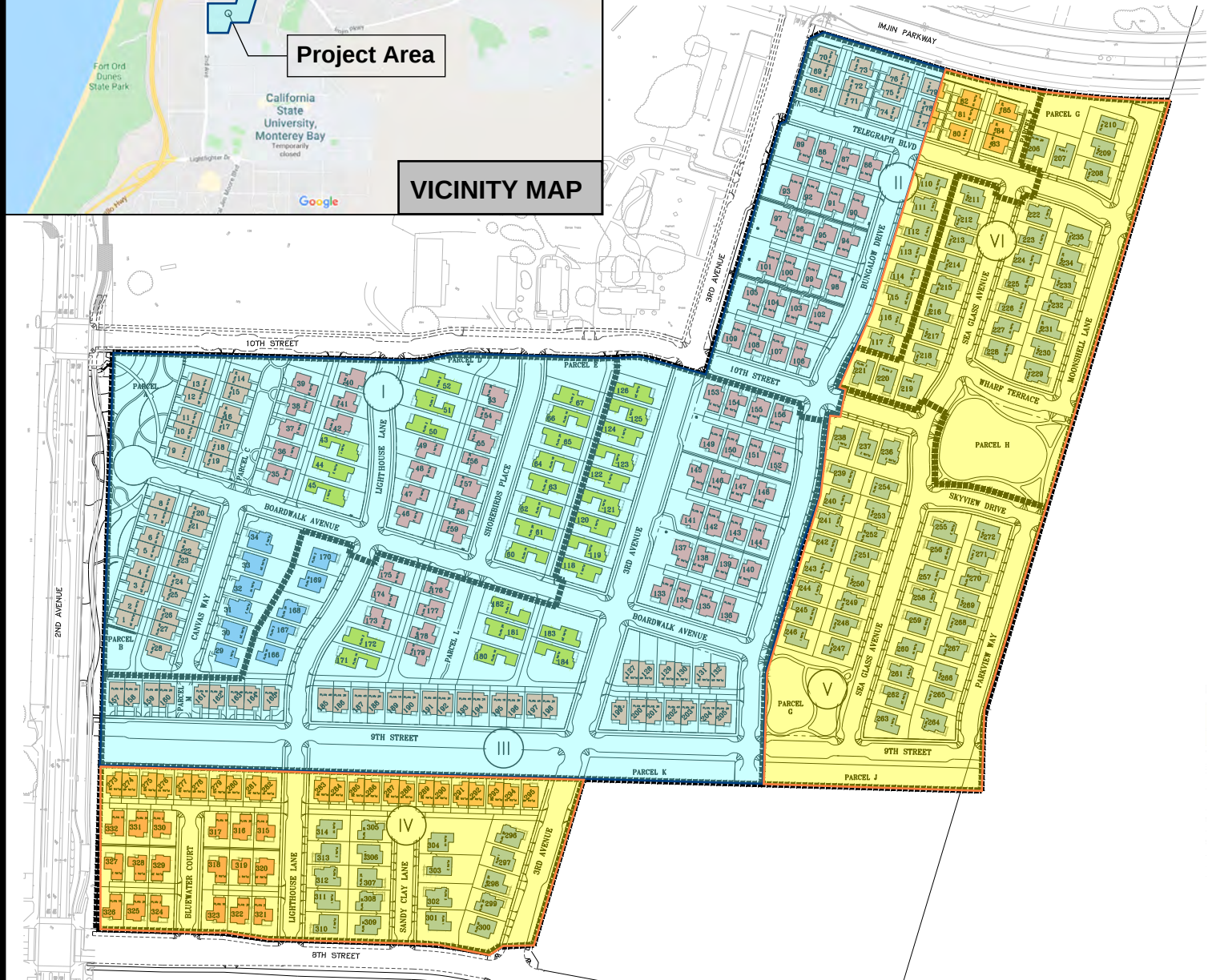
(c) Total Services Costs include Facilities Maintenance and Administration expenditures. Deposits are held for schedule maintenance projects.

* Revenue and Expenditures for Fiscal Year 2025-26 are only estimates and subject to change.



LEGEND:

- FY 23/24-24/25
- Resurfacing/Stormwater Inspection
- FY 24/25-25/26
- Resurfacing/Stormwater Inspection



PUBLIC WORKS DEPARTMENT
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425



The Dunes 2015-01 Community Facilities District

Maintenance Exhibit

SCALE: NONE

Exhibit C

07/12/23

8



Exhibit D

Dunes Community Facilities District 2015-01

Maintenance Summary

Pavement Maintenance Cycle

Description	Cycle Period
Slurry Seal	Year 7, Year 14
Overlay	Year 21
Street Sweeping	Semi-Monthly

Sidewalk/Curb & Gutter Maintenance Cycle

Description	Cycle Period
Replacement	35 Year Life
Inspection/Repair	Annually

Streetlights Maintenance Cycle

Description	Cycle Period
Replacement	25 Year Life
Inspection/Repairs	Annually

Storm Drain/Infiltration System Maintenance Cycle

Description	Cycle Period
Replacement	50 Year Life
Vacuum/Deep Clean	Every 5 years
Inspection/Repairs	Annually

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUCL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING LEASE BETWEEN CITY OF MARINA, AND BAY AREA
ENVIRONMENTAL RESEARCH INSTITUTE FOR A PORTION OF
PROPERTY LOCATED AT 3262 IMJIN ROAD (BUILDING 515) FOR 6
WEEKS AT MARINA MUNICIPAL AIRPORT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, and;
2. Authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND:

PACE-PAX (Plankton, Aerosol, Cloud, ocean Ecosystem-Postlaunch Airborne Experiment) is a NASA Airborne Science Program mission specializing in validating satellite data. PACE is a state-of-the-art weather/climate instrument that will observe ocean and atmospheric exchanges; a PACE satellite of this kind was launched earlier this year from Vandenburg Air Force Base. There will be several sites in California, with mobile assets collecting data to validate the PACE satellite feed.

Bay Area Environmental Research Institute wishes to lease a “catwalk” on the property located at 3262 Imjin Road (Building 515) and run an omni-directional inlet and use of the top floor of the communications tower at Marina Municipal Airport (“**EXHIBIT A**”).

ANALYSIS:

At the Marina Municipal Airport, the CIRPAS Twin Otter, a research aircraft operated out of the Naval Postgraduate School in Monterey, will assist with a suite of onboard instruments. Additional ground instruments will be operating from the Airport Tower. This includes the LARGE instrument stationed on the top floor of the Airport Tower with an auxiliary extension transmitting to the rooftop for passive aerosol measurements.

If the lease is approved, PACE operations at the Marina Municipal Airport will commence on August 18, 2024, and run through September 28, 2024.

BAERI wishes to lease a “catwalk” on the property located at 3262 Imjin Road (Building 515) and run an omni-directional inlet and use of the top floor of the communications tower at Marina Municipal Airport (**EXHIBIT A**).

BAERI’s proposed use at Building 515 is an appropriate usage on this portion of the Airport. BAERI has been in negotiation with Marina Municipal Airport since December 2023.

FISCAL IMPACT:

At the commencement of the lease, BAERI will pay the city a one-time fee of \$3,000.00. Prior to construction, a final environmental survey will be conducted at the building 515 site. Under this lease agreement no jobs will produced at the Airport.

Should the City Council approve this lease, it will result in \$3,000 annual revenue for the City's Airport Enterprise Fund.

CONCLUSION:

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

Respectfully submitted,

Melissa Orduno
Airport Administrative Assistant
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING LEASE BETWEEN CITY OF MARINA, AND BAY AREA ENVIRONMENTAL RESEARCH INSTITUTE FOR A PORTION OF PROPERTY LOCATED AT 3262 IMJIN ROAD (BUILDING 515) FOR 6 WEEKS AT MARINA MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, Bay Area environmental Research Institute (BAERI) has been in negotiations with Marina Municipal Airport since December 2023.

WHEREAS, BAERI wishes to lease a “catwalk” on the property located at 3262 Imjin Road (Building 515) and run an omni-directional inlet and use of the top floor of the communications tower at Marina Municipal Airport for six weeks, and;

WHEREAS, the lease with BAERI has been received by the City and is under review, (attached as Exhibit “A”) by the City Attorney as to form prior to execution and signature by the City, and;

WHEREAS, at the commencement of the lease, BAERI will pay the City a one-time fee of \$3,000.00. Prior to construction, a final environmental survey will be conducted at the building 515 site. Under this lease agreement no jobs will produced at the Airport.

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

1. Authorizing a lease between the City of Marina, and Bay Area Environmental Research Institute for a portion of the property located at 3262 Imjin Road (Building 515) six weeks at the Marina Municipal Airport, and;
2. Authorizing the City Manager to execute the agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 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

LEASE

Between THE CITY OF MARINA

and

**BAY AREA ENVIRONMENTAL
RESEARCH INSTITUTE (BAERI)**

TABLE OF CONTENTS

	<u>Page</u>
RECITALS.....	1
ARTICLE 1 Premises and Improvements.....	1
1.1 Lease of Premises	1
ARTICLE 2 Term.....	2
2.1 Initial Term	2
2.2 Option to Extend.....	2
2.3 Commencement Date.....	2
2.4 Relocation of Communication Facility.....	2
ARTICLE 3 Rental.....	3
3.1 Base Rent.....	3
3.2 Annual Increase	3
3.3 Transactional Costs.....	3
3.4 Late Charge.....	3
3.5 Additional Consideration.....	3
ARTICLE 4 Use.....	4
4.1 Permitted Uses	4
4.2 Access	4
4.3 Prohibited Uses.....	5
4.4 Approval by the City and Other Agencies.....	5
4.5 Alterations.....	6
4.6 Compliance with Laws	6
4.7 Condition, Use of Premises	6
4.8 [Intentionally Omitted]	6
4.9 Hazardous Materials	6
4.10 Covenant of Non-Interference	9
4.11 Co-location	9
4.12 Electromagnetic Emissions.....	10
ARTICLE 5 Maintenance, Repairs and Alterations.....	10
5.1 General.....	10
5.2 Surrender.....	10
5.3 City's Rights to Enter	10
5.4 City Repair Obligations	11
5.5 Security Measures.....	11
5.6 Improvements	11
5.7 City Access.....	12
5.8 Lessee Access.....	13
ARTICLE 6 Indemnity and Insurance	13
6.1 Indemnity.....	13
6.2 Indemnity Cont'd.....	13
6.3 Waiver of Claims.....	13
6.4 Insurance.....	14
ARTICLE 7 Damage, Destruction and Termination.....	14
7.1 Casualty	14

7.2 Force Majeure	14
7.3 Waiver	14
ARTICLE 8 Taxes.....	14
8.1 Personal Property	14
8.2 Real Property	14
8.3 Definition	15
ARTICLE 9 Utilities	15
ARTICLE 10 Signs	16
ARTICLE 11 Assignment and Subletting.....	16
11.1 City’s Consent Required.....	16
11.2 Net Worth Requirements	16
11.3 Release of Lessee.....	16
11.4 Right of First Refusal Rental Stream Offer	16
ARTICLE 12 Defaults; Remedies.....	17
12.1 Lessee Defaults	17
12.2 Remedies	17
12.3 No Relief from Forfeiture After Default.....	18
ARTICLE 13 Termination of Lease	18
13.1 Termination by Lessee.....	18
13.2 Termination by City.....	19
13.3 Condemnation of Leased Premises.....	19
ARTICLE 14 Transfer of City Property.....	19
ARTICLE 15 Interest on Past-Due Obligations	19
ARTICLE 16 Holding Over.....	20
ARTICLE 17 City’s Access.....	20
ARTICLE 18 Quiet Possession.....	20
ARTICLE 19 Easements	20
ARTICLE 20 General Provisions.....	20
20.1 Severability	20
20.2 Time of Essence.....	20
20.3 Additional Rent.....	20
20.4 Entire Agreement, Modification	21
20.5 No Warranty	21
20.6 Notices	21
20.7 Waivers	22
20.8 Cumulative Remedies.....	22
20.9 Choice of Law.....	22
20.10 Condition to Effectiveness of Lease	22
20.11 Attorneys’ Fees.....	22
20.12 Brokers.....	22
20.13 Authority	22
20.14 Non-Liability of Officials and Employees of the City and Limitation of Liability	22
20.15 Non-Discrimination	23
20.16 No Agency	23
20.17 Conflict of Interest.....	23

20.18 Memorandum of Lease	23
20.19 Estoppel Certificate.....	23
20.20 Warranties.....	23
20.21 Waiver of City Liens.....	24

LEASE

This Lease ("**Lease**") is made and entered into as of _____, 2024, between the City of Marina, a municipal corporation ("**City**" or "**Lessor**"), and The National Aeronautics and Space Administration, an agency of the federal government ("**Lessee**").

RECITALS

The following recitals are a substantive portion of this Lease:

- A. City is the owner of certain real property commonly known as the Marina Municipal Airport, together with all rights and privileges arising in connection therewith, located at with an address of 3262 Imjin Rd., in the City of Marina, County of Monterey, State of California [APN: 031-112-008-000] ("**City Property**"), as more particularly described in **Exhibit "A"** attached and incorporated by this reference.
- B. Lessee is a government agency of the federal government.
- C. Lessee requests the use the Premises (as defined in Section 1.1 below) for the construction, installation and operation of certain of Lessee's communications equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment to be installed at 3262 Imjin Rd (building 515) on the catwalk .
- D. City is willing to permit Lessee to lease the Premises in accordance with the terms, conditions and covenants of this Lease.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 Premises and Improvements

1.1 Lease of Premises. City hereby leases to Lessee and Lessee leases from City for the Term (as defined in Section 2.2 below), at the rental and upon all of the terms and conditions set forth herein, a portion of the City Property containing approximately 20' x 30'(600) square feet, as described in **Exhibit "B"** attached and incorporated herein (the "**Premises**") for the placement of Lessee's Communication Facility (as defined in Section 4.1 below), and City grants to Lessee access as is necessary for the installation of all equipment required or advisable to connect Lessee's Communication Facility.

ARTICLE 2

Term

2.1 Initial Term. The initial term of this Lease shall be for a period of six (6) weeks beginning on the Commencement Date and terminating on the 28th day of September 2024 unless terminated earlier ("**Initial Term**").

2.2 Option to Extend. Provided Lessee is not in monetary default beyond any applicable notice and cure period, either at the time of exercise or at the time an Extension Term (as defined below) commences, Lessee shall have the option to extend the initial Term of this Lease for one (1) additional six (6) week extension periods (each, an "**Extension Term**") on the same terms, covenants and conditions set forth herein. City shall not unreasonably deny this extension. Lessee shall exercise its option by giving City written notice ("**Option Notice**") at least seven (7) days, but not more than one hundred twenty (14) days, prior to the expiration of the Initial Term of this Lease, or the successive Extension Term. The Initial Term and any Extension Terms exercised are hereinafter collectively referred to as the "**Term**".

2.3 Commencement Date. The "Commencement Date" of this Lease shall be the first day of the month following the date of Building Permit issuance. Lessee shall diligently pursue the issuance of the Building Permit. Should Lessee commence construction or active site preparation prior to the issuance of the Building Permit then the Lease shall commence immediately.

ARTICLE 3

Rental

3.1 Base Rent. Commencing on the Commencement Date, Lessee shall pay to City as rent for the Premises in advance on the first (1st) day of each calendar month during the Term without deduction, offset, prior notice or demand, in lawful money of the United States, the sum of Three Thousand and No/100 Dollars (\$3,000.00) ("**Base Rent**") per month. Base Rent shall be paid to: City of Marina, Finance Department, 211 Hillcrest Avenue, Marina, CA 93933. In any partial month occurring after the Commencement Date, the Base Rent will be prorated. The initial Base Rent payment will be forwarded by Lessee to City within fourteen (14) days after the Commencement Date.

3.2 Annual Increase. During the Term of this Lease, including the Extension Terms, if exercised, the Base Rent shall be increased annually by 3%, beginning on January 1, 2025, and effective each January 1st throughout the Term and any Extension Terms exercised. The sum shall be adjusted annually resulting in a compound rate of increase.

3.3 Late Charge. Lessee acknowledges late payment by Lessee to City of Base Rent will cause City to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting and late charges that may be imposed on City. If any installment of the monthly Base Rent due from Lessee is not received by City within ten (10) days after the date such payment of Base Rent is due, Lessee shall pay to City an additional sum of ten Percent (10%) of the overdue amount as a late charge. The parties agree this late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment of the Base Rent by

Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City.

ARTICLE 4

Use

4.1 Permitted Uses. Lessee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the City Property; Lessee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Lessee or City, as long as the installation of such equipment does not increase the area occupied by the Communication Facility (collectively, the "**Permitted Use**"). City and Lessee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit "B"** will not be deemed to limit Lessee's Permitted Use. If **Exhibit "B"** includes drawings of the initial installation of the Communication Facility, City's execution of this Lease will signify City's approval of **Exhibit "B"**. Lessee has the right to install and operate transmission cables from the equipment shelter or cabinet to electric lines from the main feed to the equipment shelter or cabinet and communication lines from the City Property's main entry point to the equipment shelter or cabinet, subject to review and reasonable approval by City concerning the location of same, and to make other improvements, alterations, upgrades or additions appropriate for Lessee's Permitted Use, and undertake any appropriate means to secure the Premises at Lessee's expense, subject to the City's approval. Lessee has the right to modify, supplement, replace, upgrade, expand the equipment or relocate the Communication Facility within the Premises at any time during the Term, except Lessee may not expand the size of Lessee's equipment shelter comprising a portion of the Communication Facility. The installation of the Communication Facility shall be subject to the reviews and approvals set forth in Section 4.4. Lessee shall be solely responsible for all costs associated with the construction, installation, maintenance and use of the Communication Facility.

4.2 Access. During the Term, City grants Lessee reasonable non-exclusive vehicular and foot access ("**Access**") to and over the Property, from an open and improved public road to the Premises. Access shall be available to Lessee, Lessee's agents, employees and contractors during normal business hours (8:00AM PST - 5:00PM PST, Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week in the event of an emergency, which shall be deemed to include any outage or failure of the Communication Facility. Lessee shall provide City with not less than twenty-four (24) hours' prior notice of any Access to the Premises outside of normal business hours for any unscheduled maintenance and repair, except of in the event of an emergency which shall be deemed to include any outage or failure of the Communication Facility.

4.3 Prohibited Uses. Lessee shall not use Premises for any purpose not expressly permitted herein. Lessee shall not: (a) create, cause, or permit any public or private nuisance, or waste in, on or about the Premises or permit the Premises to be used for any unlawful activity; (b) do or permit anything which unreasonably disturbs or creates a public or private nuisance to the users of the City Property or the occupants of neighboring property; specifically, and without limiting the above, Lessee agrees not to cause any unreasonable odors, noise, vibration, power emissions or other item to emanate from the Premises; and Lessee shall not store any materials or articles of any nature outside upon any portion of the Premises. Lessee shall provide 24-hours' notice to City prior to off peak maintenance except in cases of emergency.

4.4 Approval by the City and Other Agencies. Lessee, at its sole cost and expense, may install the Communication Facility, subject to Lessee's obtaining all required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction. Lessee shall maintain permits, licenses and approvals in force through the Term of this Lease, including any Extension Terms exercised.

4.4.1 City agrees that Lessee's ability to use the Premises is contingent upon ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). City authorizes Lessee to prepare, execute and file all required applications to obtain Government Approvals for Lessee's Permitted Use under this Lease and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining the Government Approvals. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities.

4.4.2 Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

4.4.3 Lessee may also perform and obtain, at Lessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports (collectively, "**Tests**") on, over, and under the City Property, necessary to determine if Lessee's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

4.5 Alterations. Should Lessee wish to alter or modify the Communication Facility (collectively, "**Lessee Changes**") (excluding any minor modification which would not require an amendment to the site development permit or a building permit, and which would not expand or increase the Communication Facility), Lessee shall not do so without the prior approval of City and amendment of this Lease and without obtaining all required permits, licenses and approvals from the City and any other governmental agencies with jurisdiction. Notwithstanding the foregoing, in no event shall Lessee be required to obtain City's approval for any Lessee Changes within the footprint of the Communication Facility, or for any other Lessee Changes. Should Lessee change or expand any exterior portion of the Communication Facility or undertake any Lessee Changes which requires City's reasonable approval hereunder without the

prior approval of City, City may require that Lessee remove the Lessee Change at Lessee's sole cost and expense. Lessee shall be solely responsible for conducting any environmental review at Lessee's cost required by applicable Laws (as defined in Section 4.6 below) in association with Lessee's use of the Premises.

4.6 Compliance with Laws. Lessee shall not do or permit anything to be done in or on the Premises or bring or keep anything in or on the Premises, which will conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted. Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Lessee's use of the Communication Facility on the Property. City agrees to comply with all Laws relating to City's ownership and use of the Property and any improvements on the Property.

4.7 Condition, Use of Premises. Except as expressly set forth herein, City makes no warranty or representation concerning the condition of the Premises, or the fitness of the Premises for the use intended by Lessee, and disclaims any personal knowledge, it being expressly understood by the parties that Lessee has personally inspected the Premises, knows its condition, finds it fit for Lessee's intended use, accepts it as-is and has ascertained that it can be used for the limited Permitted Use specified in Section 4.1 above.

4.8 Hazardous Materials.

4.8.1 Hazardous Materials on Premises. Lessee shall not introduce any Hazardous Materials (as defined below) to the Premises or the City Property excluding any Hazardous Materials that are components of commercially available products, back-up power supplies, and cleaning solvents utilized in the ordinary course of Lessee's business, provided that Hazardous Materials are transported, obtained, handled, stored and/or disposed of in accordance with all federal, state and local laws, ordinances, rules, regulations or policies.

4.9.2. Hazardous Materials Defined. The term "**Hazardous Material(s)**" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials or wastes regulated now or in the future within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the following statutes and regulations: (a) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C. Secs. 9601 et seq.; (b) RCRA, 42 U.S.C. Secs. 6901 et seq.; (c) CWA, 33 U.S.C. Secs. 1251 et seq.; (d) CAA, 42 U.S.C. Secs. 7401 et seq.; (e) TSCA, 15 U.S.C. Secs. 2601 et seq.; (f) The Refuse Act of 1899, 33 U.S.C. Secs. 407; (g) OSHA, 29 U.S.C. Secs. 651 et seq.; (h) Hazardous Materials Transportation Act, 49 U.S.C. Secs. 5101 et seq.; (i) USDOT Table (49 CFR Sec. 172.101 App. A and amendments) or the EPA Table (40 CFR Part 302 and amendments); (j) Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code Secs. 25300 et seq.; (k) California Hazardous Waste Control Act, Cal. Health & Safety Code Secs. 25100 et seq.; (l) Porter-Cologne Act, Cal. Water Code Secs. 13000 et seq.; (m) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq.; (n) "Proposition 65," Cal. Health and Safety Code Sec. 25249.5 et seq.; (o) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq.; (p)

California Hazardous Substance Act, Cal. Health & Safety Code Secs. 108100 et seq.; (q) Air Resources Law, Cal. Health & Safety Code Secs. 39000 et seq.; (r) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500 et seq.; (s) TPCA, Cal. Health and Safety Code Secs. 25208 et seq.; and (t) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation: (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (ii) any petroleum products or fractions thereof; (iii) asbestos; (iv) polychlorinated biphenyls; (v) flammable explosives; (vi) urea formaldehyde; and (vii) radioactive materials and waste.

4.9.4 Hazardous Materials Indemnity. Lessee shall indemnify (by counsel reasonably acceptable to City), protect and hold City harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, and/or expenses, including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact or marketing of the Premises and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorney's fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person or damage to any property whatsoever (including, without limitation, groundwater, sewer systems and atmosphere), to the extent arising from, or caused or resulting, during the Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under or about the Premises by Lessee, Lessee's agents, employees, licensees or invitees acting on Lessee's behalf or at Lessee's direction, of Hazardous Material, or by Lessee's failure to comply with any Hazardous Materials Law, whether knowingly or by strict liability. Lessee's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup or detoxification or decontamination of the Premises, and the presence and implementation of any closure, remedial action or other required plans for the Premises, and shall survive the expiration of or early termination of the Term. For purposes of the indemnity, any acts or omissions of Lessee or its employees, agents, customers, sublessees, assignees, contractors or subcontractors of Lessee acting on behalf of Lessee (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessee. Lessee's indemnity obligations shall not include claims, liabilities, losses, damages, costs, or other expenses arising from the negligence or misconduct of City or City's employees, agents, sublessees, assignees, invitees, subcontractors or contractors.

4.9.5 City's Right to Perform Tests. At any time prior to the expiration of the Term, upon not less than forty-eight (48) hours' prior written notice to Lessee, City shall have the right to enter upon the Premises in order to conduct tests of water and soil and to deliver to Lessee the results of such tests to demonstrate that levels of any Hazardous Materials in excess of permissible levels has occurred as a result of Lessee's use of the Premises. Lessee shall have the right to have a representative of Lessee present during such City entry upon the Premises. Lessee

shall be solely responsible for and shall indemnify, protect, defend and hold City harmless from and against all claims, costs and liabilities including actual attorney's fees and costs arising out of or in connection with any removal, remediation, clean up, restoration and materials required hereunder to return the Premises and any other property of whatever nature to their condition existing prior to the appearance of the Hazardous Materials to the extent such presence arises out of Lessee's use of the Premises. The testing shall be at Lessee's expense if City has a reasonable basis for suspecting and confirms the presence of Hazardous Materials in the soil or surface or groundwater in on, under, or about the Premises or the City Property, which has been caused by or resulted from the activities of Lessee, its agents, employees, contractors or invitees acting on Lessee's behalf or at the Lessee's direction.

4.9.6 In the event Lessee becomes aware of any Hazardous Materials on the City Property, or any environmental, health or safety condition or matter relating to the City Property, that, in Lessee's sole determination, renders the condition of the Premises or City Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to City.

4.9.7 Survival. This entire Section 4.9 of this Lease shall survive termination of the Lease, as to any activities during the Term of this Lease.

4.9.8 Termination of Lease. City shall have the right to terminate the Lease in City's sole and absolute discretion in the event that: (i) any use of the Premises by Lessee involves the generation or storage, use, treatment, disposal or release of Hazardous Material in a manner or for a purpose prohibited or regulated by any governmental agency, authority or Hazardous Materials Laws; (ii) Lessee has been required to take remedial action in connection with Hazardous Materials contaminating the Premises, if the contamination resulted from Lessee's action or use of the Premises; or (iii) Lessee is subject to an enforcement order issued by any governmental authority in connection with the release, use, disposal or storage of a Hazardous Material on the Premises. Lessee shall have a thirty (30) day right following Lessee's receipt of written notice from City of any such alleged Lessee default in Subsection 4.9.8.(i)-(ii) to commence a cure, prior to City's ability to exercise its rights under this Section. If the nature of the cure is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default, if Lessee commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion..

4.10 Covenant of Non-Interference.

4.10.1 Lessee shall be responsible for inspecting the City Property and finding adequate space at the Premises without moving or relocating any of City's facilities or equipment, or any other facility, or utility located at the City Property, at the time Lessee's facilities are installed. Lessee's equipment shall not negatively impact any other existing facility or antenna existing on the City Property as of the Commencement Date. In the event that Lessee's equipment does impact other facilities existing on the City Property as of the Effective Date, Lessee shall be required to install, at its own expense, frequency filters or take other reasonable measures to correct the problem. Lessee shall be required to coordinate with other

existing utilities located at the City Property, to ensure that Lessee's equipment does not interfere with the frequency utilized by existing utilities.

4.10.2 City will not grant, after the Commencement Date, a lease, license or any other right to any third party, if the exercise of such grant may materially and adversely impact or interfere with the Communication Facility, the operations of Lessee or the rights of Lessee under this Lease. City will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the City Property. City will not, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Lessee or the rights of Lessee under this Lease. City will cause such interference to cease within ten (10) days after receipt of notice of interference from Lessee, unless such interference is caused by equipment necessary for emergency response. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations, except for any operations related to emergency response, which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Lease, "interference" may include, but is not limited to, any use on the City Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility. Lessor shall not grant a lease to any party for use of the City Property if the new use would interfere with Lessee's operation of its Communication Facility. Any future lease of this portion of the City Property which permits installation of communication equipment shall be conditioned upon not interfering with Lessee's operation of the Premises.

4.11 Co-location. Lessee acknowledges and approves that City shall be entitled to lease additional positions on the City Premises, subject to City's non-interference covenants set forth herein. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements. Should City add new facilities on the City Property in the future, Lessee will not cause electronic or physical interference with City owned and operated equipment that is related to the public health and safety and is located on the City Property. Lessee shall reasonably cooperate with current and future users of the City Property.

4.12 Electromagnetic Emissions. Lessee's operations on the Premises shall comply with all applicable federal laws and regulations regarding electromagnetic emissions. Lessee shall conduct all necessary tests after its Communication Facility is constructed on the Premises to ensure that its facilities are in compliance with those laws and regulations. The tests shall be conducted by a licensed professional engineer, and the results shall be provided to the City.

ARTICLE 5

Maintenance, Repairs and Alterations

5.1 General. Lessee shall keep in good order, condition and repair the Premises, and the portions of the Communication Facility placed on the Premises. Lessee shall keep the Premises clean and free of debris.

5.2 Surrender. All portions of the Communication Facility brought onto the City Property by Lessee will be and remain Lessee's personal property and, at Lessee's option, may be removed

by Lessee at any time during the Term. City covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Lessee will become, or be considered as being affixed to or a part of, the City Property, it being the specific intention of City that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises will be and remain the property of the Lessee and may be removed by Lessee at any time during the Term. Within thirty days (30) days after the termination of this Lease, Lessee shall surrender the Premises to City in the same condition as when received, subject to ordinary wear and tear, and clean and free of debris. Lessee shall also remove all portions of the Communication Facility and cables and wires located above ground that Lessee placed upon the Premises, and Lessee shall remove all footings, foundations, and concrete installed by Lessee to a depth of six feet (6') below grade, and repair any damage caused to the Premises by the installation, maintenance or removal of Lessee's Communication Facility and any related cables, wires or other equipment, and shall otherwise restore the Premises to the same conditions as when Lessee received the Premises from City subject to ordinary wear and tear.

5.3 City's Rights to Enter. If Lessee is in default beyond any applicable notice and cure periods, City may (but shall not be required to) enter upon the Premises, (except in the case of a bona fide emergency circumstance pertaining to protection of persons or property, in which case no notice shall be required), to perform obligations on Lessee's behalf and put the Premises and/or Communication Facility in good order, condition and repair, and the cost, together with interest at the maximum rate then allowable by law, shall become due and payable as additional rent to City with Lessee's next rental installment, provided, however, in the case of a non-emergency, City shall notify Lessee in writing of City's intention to perform Lessee's obligations ten (10) days prior to performing any work on Lessee's behalf. If no rental installment is due to City, these costs shall become due and payable within thirty (30) days from the date of Lessee's receipt of City's invoice accompanied by reasonable substantiation.

5.4 City Repair Obligations. City shall have no obligation to repair and maintain the Premises nor the Communication Facility. Lessee expressly waives the benefit of any statute now or hereinafter in effect which would afford Lessee the right to make repairs at City's expense or to terminate this Lease because of City's failure to keep Premises in good order, condition and repair. City shall maintain any landscaping within the Premises that is accessible to City.

5.5 Security Measures. City shall have the right to require a reasonable security system, device, operation or plan be installed and implemented to protect the Premises or the Communication Facility. Should City, in its sole discretion, require Lessee to install a security system, Lessee agrees to bear the sole cost of any security system, device, operation or plan and the installation and implementation. Lessee shall obtain City's prior approval before installing or implementing any security system, device, operation or plan.

5.6 Improvements.

5.6.1 Lessee shall pay, when due, or in good faith promptly contest the validity of, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic or material lien against the Premises or any interest therein. Lessee shall give City not less than ten (10) days' notice prior to the commencement of any work on the Premises, except in the event of an

emergency circumstance (which shall be deemed to include any outage or failure of the Communication Facility), in which event, Lessee shall provide City with notice of such emergency work as soon as reasonably practicable in light of the emergency circumstance. City shall have the right to post notices of non-responsibility in or on the Premises. If Lessee, in good faith, contests the validity of any lien, claim or demand, then Lessee shall, at its sole expense, defend itself and City against such lien, claim or demand, and shall pay or bond any adverse judgment that may be rendered before enforcement against the City. If City shall require, Lessee shall furnish to City a surety bond satisfactory to City in an amount equal to the contested lien, claim indemnifying City against liability for and holding the Premises free from the lien or claim.

5.6.2 Before the initial construction of the Communication Facility is commenced on the Premises, and before any building materials have been delivered to the Premises by Lessee or Lessee's agents, Lessee shall comply with the following conditions or procure City's written waiver of the conditions specified:

5.6.2.1 Construction Schedule. A construction schedule reasonably approved by Lessee and the City setting forth in detail a description of the initial installation of the Communication Facility and all steps for construction of the Communication Facility, and Lessee's best estimate of the date upon which each step shall be substantially completed is attached and incorporated herein as **Exhibit "C"**. A construction schedule shall not be required for like kind replacement following initial installation.

5.6.2.2 Protection of Adjacent Property, Indemnity of the City. Lessee shall protect the City Property and adjacent property against damage resulting from the performance of work undertaken by Lessee or Lessee's agents, employees, contractors, excluding any damage caused by the negligence or the willful act of City, and shall indemnify the City against all liens or liability arising out of the performance of the work or the furnishing of labor, services, materials, supplies, equipment or power on behalf of Lessee.

5.6.2.3 Insurance. In addition to the insurance coverage otherwise required under this Lease, Lessee shall maintain workers' compensation insurance covering all persons employed in connection with the construction of the Communication Facility, repair or maintenance activities with respect to whom death or injury claims could be asserted against the City, Lessee or the Premises. City may require any third party(ies) performing work at the Premises to maintain workers' compensation insurance at the contractor's sole cost and expense at all times when any work is in process and shall otherwise conform to the requirements of this Lease for insurance.

5.6.2.4 Notice of Changes in Plans. Prior to the initial installation of the Communication Facility, Lessee will supply City with plans and specifications ("**Plans**") to be reviewed and approved by City prior to commencement of construction. If City disapproves the Plans then the Lessee will provide City with revised Plans,. In the event City disapproves of the revised Plans, Lessee may either (x) make further revisions to the Plans and submit them to City for review, or (y) terminate this Lease without further liability by providing written notice to City. Lessee maintains the right to perform routine maintenance, repairs, replacements and upgrades without City's approval when no changes to the exterior appearance of the Communication Facility are made. Upon completion of any Communication Facility, Lessee

shall give City notice of all changes in the plans and specifications made during the course of the work and at the same time deliver to City "as built" drawings accurately reflecting all changes, provided that no change that substantially alters the final plans last approved by the City shall be made without the City's prior written approval.

5.7 City Access. The City or its agents, may enter into the Premises at all reasonable times during the Term of this Lease for the purpose of determining whether or not Lessee is complying with the terms and conditions or for any other purpose incidental to rights of the City. City shall provide Lessee with at least two (2) business days' prior written notice and the ability to accompany City during any such inspection.

5.8 Lessee Access. Lessee acknowledges that other lessees and licensees also have rights to access the area immediately adjacent to the Premises, and that if multiple lessees or licensees request simultaneous access, the City may have to delay Lessee's access to the area immediately adjacent to the Premises to accommodate all parties.

5.9 Lessee Access During Security Alert. During times of high security alert by the Homeland Security Advisory System, Lessee must obtain City's consent to access the Premises.

ARTICLE 6

Indemnity and Insurance

6.1 Indemnity. This Lease is made upon the express condition that Lessee shall indemnify and hold harmless City and its officers, agents and employees against any suits, claims or actions arising out of Lessee's use of the Premises or from any act permitted, or any omission to act, in or about the Premises or the City Property by Lessee or its agents, employees, contractors or invitees, including, but not limited to, any injury or injuries to, or death or deaths of, persons or property that may occur, or that may be alleged to have occurred from any cause or causes whatsoever, while in, upon, about or in any way connected with the Premises during the Term of this Lease, or during any holdover tenancy thereof (except where caused solely by the active negligence or willful misconduct of City, its employees, contractors or agents).

6.2 The City (i) shall promptly provide the Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Article 6 and provide the Lessee party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Lessee; and (iii) shall fully cooperate with the Lessee in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the Lessee party of its indemnity obligation.

6.3 Waiver of Claims. Lessee waives any claims against City for injury to Lessee's business or any loss of income, for damage to Lessee's property, or for injury or death of any person in or about the Premises or the City Property, from any cause whatsoever, except to the extent caused by City's (or any of its agents', employees' or contractors') negligence or willful misconduct.

6.4 Insurance. During the Term of this Lease, Lessee shall maintain in full force and affect the following insurance policies:

6.4.1 Commercial general liability policy (bodily injury and property damage); and

6.4.2 Commercial automobile liability insurance policy.

These policies shall be maintained with respect to employees and vehicles using the Property with coverage amounts and including the required endorsements, certificates of insurance and coverage verifications as defined in **Exhibit "D"** attached and incorporated by this reference.

ARTICLE 7

Damage, Destruction and Termination

7.1 If any part of the Communication Facility or City Property is damaged by casualty or other harm as to render the Premises unsuitable, then Lessee may terminate this Lease by providing written notice to City, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Base Rent on a pro rata basis.

7.2 Force Majeure. Prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor, materials or reasonable substitutes, governmental restrictions, governmental regulation, governmental controls, judicial orders, enemy, or hostile governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Lessee, shall excuse the performance by Lessee for a period equal to the prevention, delay or stoppage, except the obligations imposed with regard to rent to be paid by Lessee pursuant to this Lease. In the event any work performed by Lessee or Lessee's contractor's results in a strike, lockout, and/or labor dispute, the strike, lockout, and/or labor dispute shall not excuse the performance by Lessee of the provisions of this Lease.

7.3 Waiver. City and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

ARTICLE 8

Taxes

8.1 Personal Property. Lessee shall pay prior to delinquency all taxes, license fees and public charges assessed or levied against Lessee or Lessee's estate in this Lease or Lessee's Communication Facility, trade fixtures, furnishings, equipment and other personal property.

8.2 Real Property. Lessee shall pay Lessee's share of all real property taxes (as defined in Section 8.3 below) which become due and payable to City on or before the later of ten (10) days prior to the delinquency, or thirty (30) days after the date on which Lessee receives a copy of the tax bill and notice of City's determination, including documentation reasonably supporting determination hereunder. Lessee's liability to pay real property taxes shall be prorated on the

basis of a three hundred sixty-five (365) day year to account for any fraction or portion of a tax year included in the Term at the commencement or expiration of the Lease. Lessee is not responsible for taxes related to rental income to City under this Lease. Lessee specifically acknowledges it is familiar with Section 107.6 of the California Revenue and Taxation Code, realizes that a possessory interest subject to property taxes may be created, agrees to pay any tax, and waives any rights Lessee may have under Revenue and Taxation Code 107.6.

8.3 Definition. The term "real property taxes" as used herein shall mean:

8.3.1 All taxes, assessments, levies and other charges, general and special, foreseen and unforeseen, now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed against or with respect to (i) value, occupancy, use or possession of the Premises and/or the Communication Facility, (ii) any improvements, fixtures, equipment and other real or personal property of Lessee that are an integral part of the Premises, (iii) use of the Premises, Communication Facility, public utilities or energy within the Premises;

8.3.2 All charges, levies or fees imposed by reason of environmental regulation or other governmental control of the premises and/or the Communication Facility;

8.3.3 New excise, transaction, sales, privilege or other taxes now or hereafter imposed upon City as a result of this Lease; and,

8.3.4 All costs and fees incurred by City in contesting any real property taxes and in negotiating with public authorities as to any real property taxes affecting the Premises. If at any time during the Term, the taxation or assessment of the Premises and/or the Communication Facility prevailing as of the commencement of this Lease shall be altered, then any tax or charge, however designated, shall be included within the meaning of the term "real property taxes." If any real property taxes are based upon property or rents unrelated to the Premises and/or the Communication Facility, then only that part of such tax that is fairly allocable to the Premises and/or the Communication Facility, as reasonably determined by City, on the basis of the assessor's worksheets or other available information, shall be included within the meaning of the term "real property taxes."

ARTICLE 9

Utilities

9. Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes imposed thereon. City acknowledges that Lessee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week.

ARTICLE 10

Signs

10. Lessee shall not place any signs upon the Premises without the prior written consent of City, unless the placement of any signs upon the Premises is otherwise required by applicable Laws.

ARTICLE 11

Assignment and Subletting

11.1 City's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without City's prior written consent, which consent shall not be unreasonably withheld. City shall respond to Lessee's request for consent in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without consent shall be void and shall constitute a breach of this Lease, except as expressly permitted in this Article 11.

11.2 Release of Lessee. No subletting as approved by City, to the extent that City's approval is required under this Article 11, shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the Base Rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of Base Rent by City from any other person shall not be deemed to be a waiver by City of any provision hereof. Consent to one subletting shall not be deemed consent to any subsequent subletting.

ARTICLE 12

Defaults; Remedies

12.1 Lessee Defaults. The occurrence of any one or more of the following events shall constitute a material default or breach of this Lease by Lessee:

12.1.1 The abandonment of the Premises by Lessee as defined by Civil Code §1951.3.

12.1.2 The failure by Lessee to make any payment of Base Rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure shall continue for a period of ten (10) business days after Lessee's receipt of written notice from City to Lessee.

12.1.3 The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease in any material respect to be observed or performed by Lessee, other than those described in Section 12.1.2 above, where the failure shall continue for a period of thirty (30) days after written notice from City to Lessee; provided, however, that if the nature of Lessee's default is that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default, if Lessee commenced cure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

12.1.4 The making by Lessee of any general arrangement or assignment for the benefit of creditors; Lessee's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, it is dismissed within sixty (60) days); the appointment of a bankruptcy trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in this

Lease where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where seizure is not discharged within thirty (30) days.

12.2 Remedies. In the event of any material default or breach by Lessee as defined in Section 12.1 above, City may at any time, thereafter, following any notice required by statute, and without limiting City in the exercise of any right or remedy which City may have by reason of default or breach:

12.2.1 Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to City. In that event, City shall be entitled to recover from Lessee all damages incurred by City by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including if necessary, removal of the Communication Facility and restoration of the Premises, the worth at the time of the award of the unpaid Base Rent that had been earned at the time of termination of this Lease and the worth at the time of award of the amount by which the unpaid Base Rent for the balance of the Term after the time of such award exceeds the amount of rental loss for the same period that Lessee proves could be reasonably avoided.

12.2.2 Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In that event, City shall be entitled to enforce all of City's rights and remedies under this Lease, including the right to recover Base Rent as it becomes due.

12.2.3 Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.

12.3 Lessee waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure §§1174 and 1179, and any other present or future law, in the event Lessee is evicted or City otherwise lawfully takes possession of the Premises by reason of any default or breach of this Lease by Lessee.

ARTICLE 13

Termination of Lease

13.1 Termination by Lessee. Except as provided otherwise herein or by applicable Law, Lessee may terminate this Lease for cause upon the giving of not less than thirty (30) days written notice to City if any of the following occur:

13.1.1 The failure by City to observe or perform any of the covenants, conditions or provisions of this Lease in any material respect to be observed or performed by City, where the failure shall continue for a period of thirty (30) days after written notice from Lessee to City; provided, however, that if the nature of the City's default is such that more than thirty (30) days are reasonably required for its cure, then City shall not be deemed to be in default, if City

commenced to cure within a thirty (30) day period and thereafter diligently prosecutes such cure to completion;

13.1.2 if Lessee fails to obtain or loses any Government Approvals necessary for operation of the Communication Facility upon the Premises;

13.1.3 if Lessee determines that the site is inappropriate for technological reasons, beyond its control; including but not limited to signal interference; or if Lessee is unable to obtain a lease, license or similar agreement necessary for the Communication Facility.

13.2 Termination by City. Except as otherwise provided or by applicable law, City may terminate this Lease for cause upon giving thirty (30) days written notice if any of the following occur:

13.2.1 Unless otherwise prohibited by applicable Laws, should the City Council of City determine following a duly noticed public hearing through credible scientific evidence collected with regard to the Communication Facility operated at the Premises, that the Communication Facility is a threat to public health or safety which threat cannot be rectified by Lessee after Lessee has been afforded a reasonable opportunity to rectify the threat. The City shall provide at least 30-days' written notice to Lessee of the intent to terminate this Lease pursuant to this Section 13.2.1, and Lessee shall have a full and fair opportunity to provide contradictory scientific data prior to City Council action. The determination of the City Council must apply to similarly situated telecommunication facilities on lands owned by the City; or

13.2.2 Lessee loses or fails to satisfy any condition of any permit required by City necessary for operation of the Communication Facility upon the Premises.

13.3 Condemnation of Leased Premises. Should all or part of the leased Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the Term of this Lease:

13.3.1 Either City or Lessee may terminate this Lease by giving the other thirty (30) days written notice of termination; and

13.3.2 Any damages and compensation awarded or paid because of the taking shall belong to the City, except for amounts paid Lessee for moving expenses or for damage to property owned by Lessee.

ARTICLE 14

Transfer of City Property

14. The term " City" as used herein, shall mean the City only while the City is the owner of the fee title of the Premises. In the event of any transfer of title or interest in the City Property, the City (and in case of any subsequent transfer, then the grantor) shall, after the date of such transfer, be relieved from all liability with respect to its obligations hereunder occurring after the transfer date, provided that any funds in the hands of City at the time of transfer, in which Lessee has an interest , shall be delivered to the City's grantee.

ARTICLE 15
Interest on Past-Due Obligations

15. Except as expressly provided, any amount due City when not paid when due shall bear interest at the lesser of ten Percent (10%) per year or the maximum rate allowable by law from the date due.

ARTICLE 16
Holding Over

16. If Lessee remains in possession of the Premises or any part after the expiration of the Term the occupancy shall be a tenancy from month to month with all the obligations of this Lease applicable to Lessee and at a monthly rental obligation in effect at the time of expiration of the Term.

ARTICLE 17
City's Access

17. City and City's agents shall have the right to enter the Premises for the purpose of showing to prospective purchasers, lenders or lessees, and making repairs, improvements or additions to the Premises as City may deem necessary. City shall provide Lessee with at least two days prior notice and the ability to accompany City during any inspection.

ARTICLE 18
Quiet Possession

18. Upon Lessee's paying Base Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed, Lessee shall have quiet possession of the Premises for the entire Term subject to all of the provisions of this Lease.

ARTICLE 19
Easements

19. City reserves to itself, the right, from time to time, to grant such easements, rights and dedications, outside of the Premises and subject to the terms of this Lease that City deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as the easements, rights, dedications, maps and restrictions do not materially interfere with the use of the Premises by Lessee. Lessee shall sign any of the aforementioned documents upon request of City and failure to do so shall constitute a material breach of this Lease.

ARTICLE 20
General Provisions

20.1 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision.

20.2 Time of Essence. Time is of the essence under this Lease.

20.3 Additional Rent. Any monetary obligations of Lessee to City under the terms of this Lease shall be deemed to be rent and all references herein to "rent" shall be deemed to include the Base Rent and all other sums paid or payable by Lessee to City.

20.4 Entire Agreement. Modification. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding shall be effective. This Lease may be modified in writing signed by City and Lessee only.

20.5 No Warranty. Except as otherwise expressly set forth in this Lease, Lessee hereby acknowledges that neither the City nor any employees or agents of the City has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of the Premises and Lessee acknowledges that Lessee assumes all responsibility regarding the Occupational Safety and Health Act, the legal use and adaptability of the Premises and compliance with all applicable laws and regulations in effect during the Term of this Lease.

20.6 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Lessee:

Bay Area Environmental Research Institute
P.O. Box 25
Moffett Field, CA 94035-0001

With a Copy to:

George E. Hays
General Counsel
Bay Area Environmental Research Institute
P.O. Box 25
Moffett Field, CA 94035-0001

City:

City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

With Copy to:

City Attorney
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

And:

Marina Municipal Airport
Attn: Airport Manager
781 Neeson Road
Marina, CA 93933

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein. Every notice shall be provided to both addresses listed by City and Lessee.

20.7 Waivers. No waiver by City or Lessee of any provision shall be deemed a waiver of any other provision or of any subsequent breach by City or Lessee of the same or any other provision. City's or Lessee's or approval of, any act shall not be deemed to render unnecessary obtaining of their consent of any subsequent act. The acceptance of rent by City shall not be a waiver of any preceding breach by Lessee of a provision, other than the failure of Lessee to pay the particular rent so accepted, regardless of City's knowledge of the breach at the time of acceptance of rent.

20.8 Cumulative Remedies. No remedy or election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

20.9 Choice of Law. This Lease shall be governed by the laws of the State of California. The language of all parts of this Lease shall be construed with its fair meaning and not strictly for or against the City or Lessee.

20.10 Condition to Effectiveness of Lease. The approval of the City Council of City constitutes an express condition precedent to the effectiveness of this Lease.

20.11 Brokers. Each party represents that it is has not had dealings with any real estate broker or finder, with respect to this lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person with whom the indemnifying party has or purportedly has dealt.

20.12 Authority. Each individual executing this Lease on behalf of Lessee and City represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said party.

20.13 Non-Liability of Officials and Employees of the City & Limitation of Liability. No official or employee of City shall be personally liable for any default or liability under this agreement.

20.14 Non-Discrimination. Lessee covenants it shall not discriminate based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry in any activity under this lease.

20.15 No Agency. It is agreed that Lessee shall not act as or be an agent or employee of City.

20.16 Conflict of Interest. Lessee shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Lease.

20.17 Memorandum of Lease. Contemporaneously with the execution of this Lease, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit "E"**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Lease, either party will, at any time upon thirty (30) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Lessee agrees that following the expiration or earlier termination of this Lease, and within thirty (30) days following Lessee's receipt of City's written request delivered to Lessee after such expiration or earlier termination date, Lessee shall sign and delivery to City a Quitclaim Deed in form suitable for recording in the County in which the City Property is located, remising, releasing and quitclaiming all of Lessee's right, title and interest in and to this Lease, including any recorded Memorandum of Lease referenced in this Section 20.18.

20.18 Estoppel Certificate. Lessee shall, from time to time, upon at least thirty (30) days prior written notice from City, execute, acknowledge and deliver to City a statement in writing: (a) certifying this Lease is unmodified and in full force and effect, or, if modified, stating the nature of the modification and certifying that the Lease, as modified, is in full force and effect, (b) the date to which the rental and other charges, if any, have been paid; and, (c) acknowledging that there are not to Lessee's knowledge, any defaults, or stating if any defaults are claimed, any statement may be relied upon by any prospective purchaser or encumbrancer of the City Property.

20.19 Warranties. Lessee and City each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below.

20.20 Waiver of City Liens. City waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; City consents to Lessee's right to remove all or any portion of the Communication Facility from time to time in Lessee's sole discretion and without City's consent.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Lease to be effective as of the last date written below.

"CITY"

City of Marina,
a municipal corporation

By: _____
Name: Layne Long
Its: City Manager
Date: _____

APPROVED AS TO FORM:

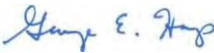
Rene Alejandro Ortega
City Attorney

ATTEST:

City Clerk

"LESSEE"

Bay Area Environmental Research Institute,

By: George E Hays
Its: General Counsel
By:  _____
Name: George E. Hays
Its: General Counsel
Date: June 14, 2024

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

Exhibit "A"

Legal Description of City Property

Parcel 12, as said Parcel is shown on that certain "amended official map amending that map filed in Volume 19, Citites andTowns, page 22, showing the creation of Marina Municipal Airport Parcels."

Recorded July 31st, 2001 in Volume 21 of Citites and Towns, at page 34, in the office of the County Recorder, Monterey County, State of California.

APN: 031-111-034

Exhibit "B"

Depiction of Premises & Communication Facility

LARGE: Ground Measurement Plans (control tower)

Primary Location = Control Tower

- Not in operation, used currently by Verizon
- ~20m height, 300m SSW of runway
- Locked and secure, accessible 24/7
- Needs some cleaning



- Omi-directional inlet to be installed on rooftop
- Instruments to be installed INSIDE top floor
- Pass-through available for tubing



- METAR data used for local meteorological context (KOAR)

Exhibit "C" Insurance Requirements

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

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 **\$2,000,000** 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. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. If the Lessee 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 the Lessee. 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

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 the 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, the **Lessee'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 the Lessee's insurance and shall

not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Lessee 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 the Contractor’s primary and excess liability policies are exhausted.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

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

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Lessee 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 Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. 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.

Verification of Coverage

Lessee 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 the Lessee'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.

The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Risk Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

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.

1790920.1

1790920.2

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E.Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Gary Nerger</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 602 666-4817</td> <td>FAX (A/C, No): 610 537-2283</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: gary.nerger@usi.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Alliance of Nonprofits for Insurance RR</td> <td>NAIC # 10023</td> </tr> <tr> <td>INSURER B : Hartford - WC Multiple Issuing Cos</td> <td>00914</td> </tr> <tr> <td>INSURER C : Travelers Casualty & Surety Co. of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER D : Swiss Re</td> <td>NONAIC</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Gary Nerger		PHONE (A/C, No, Ext): 602 666-4817	FAX (A/C, No): 610 537-2283	E-MAIL ADDRESS: gary.nerger@usi.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Alliance of Nonprofits for Insurance RR	NAIC # 10023	INSURER B : Hartford - WC Multiple Issuing Cos	00914	INSURER C : Travelers Casualty & Surety Co. of Amer	31194	INSURER D : Swiss Re	NONAIC	INSURER E :		INSURER F :	
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INSURER(S) AFFORDING COVERAGE																					
INSURER A : Alliance of Nonprofits for Insurance RR	NAIC # 10023																				
INSURER B : Hartford - WC Multiple Issuing Cos	00914																				
INSURER C : Travelers Casualty & Surety Co. of Amer	31194																				
INSURER D : Swiss Re	NONAIC																				
INSURER E :																					
INSURER F :																					
INSURED Bay Area Environmental Research Institute P.O. Box 25 Moffett Field, CA 94035																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			202337379	08/20/2023	08/20/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ COMP ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ COLL			CWA001593907	08/20/2023	08/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$DED \$500 \$DED \$500
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE		202337379UMB	08/20/2023	08/20/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	41WECAV0ZW2	09/10/2023	09/10/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Employee Theft incl 3rd Party			106053225	02/12/2024	02/12/2025	\$1,000,000/\$10,000 ret

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured or as pertains to leased property. General Liability contains a special endorsement with "Primary and Non-contributory" wording, when required by written contract. This form is (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Marina 211 Hillcrest Avenue Marina, CA 93933	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

subject to any/all respective policy provisions.

Additional insured includes: The City, its officers, officials, employees, and volunteers.

The General Liability policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
EQUIPMENT - AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to
Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION -
FOOD CONTRIBUTIONS OR CLIENT
REFERRALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
--

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
- a. Your negligent acts or omissions; or
 - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of July 2, 2024

**RECOMMENDATION THAT CITY COUNCIL CONSIDER ADOPTING
RESOLUTION NO. 2024-, APPROVING A REIMBURSEMENT
AGREEMENT REGARDING THE PROPOSED COMMUNITY
FACILITIES DISTRICT NO. 2024-1 (“THE DUNES WEST SIDE
SERVICES CFD”)**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2024-, approving a Reimbursement Agreement regarding the Community Facilities District No. 2024-1 (“The Dunes West Side Services CFD”).

BACKGROUND:

The City Council had previously approved a Development and Disposition Agreement (“DDA”) with Marina Community Partners (“MCP”) back in 2005 for the transfer of property from the City to MCP for The Dunes Development. A key component of the DDA was a provision requiring The Dunes Development be “Fiscally Neutral” to the City. In 2015, the City formed Community Facilities District No. 2015-1 (“Dunes CFD”) to levy a special tax to fund all or a part of the public services (the “Services”) required to maintain infrastructure to be owned by the City at The Dunes Development. The City has been levying special taxes since 2015 to pay for services for The Dunes Development.

The City has received a petition from MCP requesting the City to create a new Community Facilities District to be designated City of Marina Community Facilities District No. 2024-1 (“The Dunes West Side Services CFD”) to levy a special tax to fund all or a part of the public services (the “Services”) required to maintain infrastructure at The Dunes West Side Development. A map of the Proposed West Side Services CFD is included as **Attachment A**. In addition, the petition requests the City to designate a Future Annexation Area, which is an area in which additional parcels can be annexed into the CFD in the future if the owners of the parcels execute a unanimous consent to annexation.

ANALYSIS:

The proposed annual amount of the special taxes to be levied to fund all or a part of the Services required for maintaining the infrastructure at The Dunes West Side Development is estimated to range from \$1,505 to \$1,770 per residential unit and will be escalated each year to adjust for inflation. Non-Residential Property will have a special tax payment of \$6,442 per acre. Engineering staff has prepared this estimate in conjunction with the City Manager and Shea Homes Limited Partnership, developer of The Dunes Development. The Services to be funded include maintenance of Streets, Sidewalks, Curbs & Gutters, Decorative Lighting, Storm Drains, Parks and Landscape and Public Restroom Facilities.

At tonight's City Council meeting there will be a separate ordinance prepared by Stradling Yocca Carlson & Rauth LLP, the City's Bond Counsel related to the adoption of an Ordinance establishing the Marina Special Tax District Financing Code as Chapter 3.35 of the Marina Municipal Code for your consideration and approval.

Legal Documents

Reimbursement Agreement – The Reimbursement Agreement is a mechanism by which the Property Owner may advance certain costs related to the costs of formation of the District, and to provide that such District, if formed, will reimburse the Owner for the amounts advanced hereunder.

Future Actions

Based on the proposed CFD formation schedule, the following CFD formation legal actions are scheduled as follows:

Resolution of Intention – The Resolution of Intention will be considered at the August 7th City Council meeting and will do the following: a) accepts the petition filed by Shea with respect to the Dunes West Side Services CFD; b) declares the intention of the City to form the Dunes West Side Services CFD and the Future Annexation Area; (c) describes the territories within the boundaries of the Dunes West Side Services CFD, and the Future Annexation Area; d) describes the types of services that will be funded by special taxes; e) describes the rate and method of apportionment of the special taxes to be levied in the Dunes West Side Services CFD; f) calls a public hearing to be held on September 17, 2024; and g) describes the proposed voting procedures for the Dunes West Side Services CFD.

Resolution of Formation – The Resolution of Formation Public Hearing will be held on September 17th. The formation of the Dunes West Side Services CFD will occur after the public hearing. At that hearing, the City Council will be presented with information regarding the Dunes West Side Services CFD, the special taxes, and public services. The public will also have the opportunity to comment on the Dunes West Side Services CFD. After the conclusion of the September 17th public hearing the City Council may take the following actions:

1. Adopt a resolution establishing the Dunes West Side Services CFD
2. Call a special election
3. Conduct the election
4. Adopt a resolution declaring the results of the election.
5. Introduce for first reading an ordinance authorizing the levy of special taxes

Additionally, the City Council will consider a Services Funding Agreement outlining the terms whereby MCP agrees to make up any shortfall incurred during the project build-out period and outlines the arrangement between the City and the Dunes Promenade Commercial Association to maintain the Village Square infrastructure to be constructed at the Promenade.

The adoption of the Resolution approving the Reimbursement Agreement under consideration this evening will not commit the City Council to establish Dunes West Side Services CFD nor authorize the levy of special taxes. The City Council may establish Dunes West Side Services CFD only after conducting the September 17th public hearing, and may levy the special taxes only if the result of the special election show 2/3rds approval. Following the September 17th public hearing and landowner election, the proposed schedule to complete the formation of the Dunes West Side Services CFD is as follows:

October 1, 2024: Second Reading of ordinance authorizing special tax levy
November 1, 2024: Special Tax Ordinance becomes effective

The resolutions and related documents have been prepared and reviewed by the City's consultant team, which includes bond counsel (Stradling), municipal advisor (Fieldman, Rolapp and Associates) and special tax consultant (Goodwin Consulting).

FISCAL IMPACT:

There is no fiscal impact. The reimbursement agreement covers the city's cost in creating the district.

CONCLUSION:

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

James V. Fabian
Principal, Fieldman, Rolapp & Associates
Municipal Advisor
City of Marina

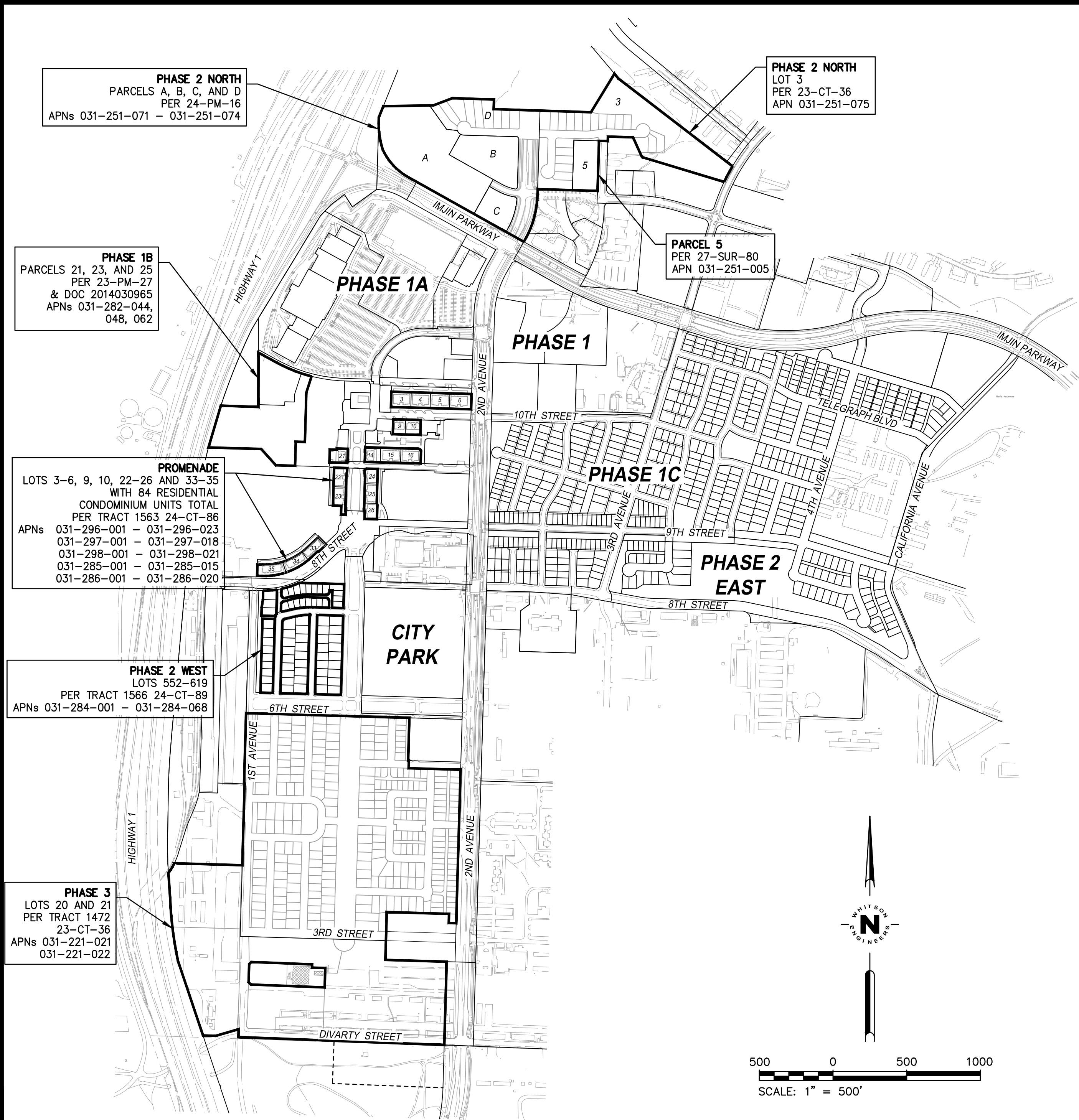
Tori Hannah
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

Attachments:

- A. Proposed CFD Map for The Dunes West Side Services CFD
- B. Resolution Approving Reimbursement Agreement
- C. Reimbursement Agreement



CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MARINA
THIS _____, DAY OF _____, 2024

BY: _____
ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

CITY CLERK'S STATEMENT

I, ANITA SHEPHERD-SHARP, DEPUTY CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT CFD 2024-1 (THE DUNES WEST SIDE SERVICES), CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MARINA, AT A REGULAR MEETING THEREOF, HELD ON THE _____, DAY OF _____, 2024 BY ITS RESOLUTION No. _____

BY: _____
ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____:_____M. IN VOLUME _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

XOCHITL MARINA CAMACHO
MONTEREY COUNTY CLERK-RECORDER
BY: _____
NAME: _____,DEPUTY

DOCUMENT NO.: _____ FEE: \$ _____

LEGEND

- COMMUNITY FACILITIES DISTRICT NO. 2024-1
- ADJACENT PROPERTY LINE

**PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT
CFD No. 2024-1
(THE DUNES WEST SIDE SERVICES)**

CITY OF MARINA, COUNTY OF MONTEREY,
STATE OF CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
 APPROVING A REIMBURSEMENT AGREEMENT REGARDING THE PROPOSED
 COMMUNITY FACILITIES DISTRICT NO. 2024-1 OF THE CITY OF MARINA (THE
 DUNES WEST SIDE SERVICES)**

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Shea Homes-Marina Community Partners (the “Developer”) has submitted to the City Manager of the City of Marina (the “City”) a check in the amount of \$100,000.00 (the “Deposit”), to be used by the City to pay costs of the City in connection with proceedings under section 53311 *et seq.* of the California Government Code (the “Act”) to create a community facilities district to be designated “Community Facilities District No. 2024-1 of the City of Marina (The Dunes West Side Services)” (the “CFD”).

Section 2. There has also been submitted a Reimbursement Agreement (the “Agreement”), to be entered into by the Developer and the City (for itself and on behalf of the CFD), and the City now desires to enter into the Agreement with the Developer in order to assist with the formation of the CFD.

Section 3. The City Council hereby approves and authorizes the City Manager to execute and deliver the Agreement, in the form on file with the City Clerk and to take all actions on his part necessary to implement the Agreement. The City Manager is hereby authorized and directed to accept the Deposit and to use the Deposit (and any subsequent Deposits, as defined in the Agreement) in the manner contemplated by the Agreement.

Section 4. The firm of Goodwin Consulting Group, Inc. is hereby designated as Special Tax Consultant to the City for the CFD, the firm of Fieldman, Rolapp & Associates, Inc. is hereby designated as municipal advisor to the City for the CFD, and the firm of Stradling Yocca Carlson & Rauth LLP is hereby designated as Formation Counsel to the City for the CFD. The City Manager is hereby authorized and directed to execute agreements with said firms for their services in connection with the CFD, in the respective forms filed with the City Manager of the City. In any event, the fees and expenses of such consultants shall be payable solely from Deposits.

Section 5. The Mayor, the City Manager, the Finance Director, City Clerk and all other officers of the City are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the implementation of the Agreement, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 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

REIMBURSEMENT AGREEMENT**REGARDING THE PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2024-1
OF THE CITY OF MARINA (THE DUNES WEST SIDE SERVICES)**

THIS REIMBURSEMENT AGREEMENT REGARDING THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2024-1 OF THE CITY OF MARINA (THE DUNES—SERVICES) (the “Agreement”) dated as of July 1, 2024, is entered into by and between the CITY OF MARINA, a general law city organized and existing under the laws and constitution of the State of California (the “City”), and MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company (the “Owner”).

RECITALS:

A. The Owner and affiliates of Owner own approximately 70 acres of land described in Exhibit A attached hereto (the “Property”), which the Owner desires to include within proposed Community Facilities District No. 2024-1 of the City of Marina (The Dunes West Side Services) (the “District”) to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 *et seq.* of the California Government Code), as incorporated into the Marina Municipal Code, with certain modifications, as Chapter 3.35 of the Marina Municipal Code.

B. The City and the Owner are desirous of entering into this Agreement in order to provide a mechanism by which the Owner may advance certain costs related to the cost of formation of the District, and to provide that such District, if formed, will reimburse the Owner for the amounts advanced hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Potential Formation of the District.

(a) At the request of the Owner, the City will undertake to form the District. The City will retain, at the Owner’s expense, the necessary consultants to analyze the proposed formation of the District, including an engineer, special tax consultant, financial advisor, formation counsel, and other consultants deemed necessary by the City. In addition, City staff time spent in connection with the formation of the District shall be at Owner’s expense.

(b) In order to begin the process of analyzing the potential formation of the District, the Owner has advanced to the City a sum totaling \$100,000.00. From time to time, the Owner shall make additional advances to the City within 15 days following receipt from the City of a request for an additional advance to cover the costs of forming the District. In the event the Owner does not deliver the requested amount to the City within such 15-day period, the City will have no obligation to proceed with the analysis or formation unless and until such additional advance is received. The Owner shall have the right to notify the City at any time, in writing, of its

intention to abandon the formation of the District. Upon receipt of such notice, the City shall instruct its consultants to cease work as soon as practicable. The Owner shall be responsible to pay all costs and expenses incurred by the City or any City consultant or advisor prior to the date on which the City's consultants are notified of the Owner's notice of abandonment. Notwithstanding a decision of the Owner to abandon the formation of the District, the City may, in its sole discretion, elect to proceed with formation of the District with funds other than those of the Owner; provided, however, that, in executing this Agreement, the Owner shall not be deemed to have waived their right to object to the formation of the District.

(c) The City will provide to the Owner on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Owner will be reimbursable to the Owner, without interest, from the proceeds of special taxes of the District when and if the District is formed.

3. Reimbursement Procedure. The City shall return any funds which have been advanced by the Owner which are not expended on the purposes set forth in Section 2 above. Such returned funds shall be without interest.

4. Abandonment of CFD Formation Process. The Owner understands that any formation of the District shall be in the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to form the District or to annex the Property to any other district or improvement area of the City. The City shall have no liability to Owner for its decision not to form the District.

5. Indemnification and Hold Harmless. The Owner hereby assumes the defense of, and indemnifies and saves harmless, jointly and severally, the City and each of its officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or arising out of any acts or omissions taken by the Owner or any of the Owner's officers, employees, contractors and agents with respect to the formation of the District.

6. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

Owner: Marina Community Partners, LLC
90 Tenth Street
Marina, CA 93933
Attention: Mr. Doug Yount, Director
Telephone: (831) 277-3918
Email: doug.yount@sheahomes.com

City: City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: City Manager
Telephone: (831) 884-1278
Email: llong@cityofmarina.org

With a copy to: Stradling Yocca Carlson & Rauth LLP
 660 Newport Center Drive, Suite 1600
 Newport Beach, CA 92660
 Attention: Brian D. Quint, Esq.
 Telephone: (949) 725-4063
 Email: bquint@stradlinglaw.com

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

7. Assignment. The Owner may assign its interest in this Agreement at any time provided, however, that the Owner shall provide written evidence of any assignment to the City.

8. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

10. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

13. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Owner, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

15. Termination. This Agreement shall terminate and be of no further force and effect on December 1, 2028, unless expressly amended by the parties; provided, however, that the Owner's obligations under Section 5 shall survive the termination and the City's obligation to provide reimbursement in accordance with Section 3 for expenses incurred prior to the termination date shall also survive termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF MARINA

By _____
City Manager

ATTEST:

City Clerk

MARINA COMMUNITY PARTNERS, LLC a
Delaware limited liability company

By: Shea Homes Limited Partnership
a California limited partnership
Its Sole Member

By: _____
Name: _____
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property in the City of Marina, County of Monterey, State of California, described as follows:

Monterey County Assessor Parcel Nos.:

1. Tax Zone 1: All parcels owned by Shea Homes Limited Partnership. APNs:

031-296-001-0000	031-298-020-0000	031-284-019-000
031-296-002-0000	031-298-021-0000	031-284-020-000
031-296-003-0000	031-285-001-0000	031-284-021-000
031-296-004-0000	031-285-002-0000	031-284-022-000
031-296-005-0000	031-285-003-0000	031-284-023-000
031-296-007-0000	031-285-004-0000	031-284-024-000
031-296-008-0000	031-285-006-0000	031-284-025-000
031-296-009-0000	031-285-007-0000	031-284-026-000
031-296-010-0000	031-285-008-0000	031-284-027-000
031-296-011-0000	031-285-009-0000	031-284-028-000
031-296-013-0000	031-285-010-0000	031-284-029-000
031-296-014-0000	031-285-012-0000	031-284-030-000
031-296-015-0000	031-285-013-0000	031-284-031-000
031-296-016-0000	031-285-014-0000	031-284-032-000
031-296-017-0000	031-285-015-0000	031-284-033-000
031-296-019-0000	031-286-001-0000	031-284-034-000
031-296-020-0000	031-286-002-0000	031-284-035-000
031-296-021-0000	031-286-003-0000	031-284-036-000
031-296-022-0000	031-286-004-0000	031-284-037-000
031-296-023-0000	031-286-005-0000	031-284-038-000
031-297-001-0000	031-286-006-0000	031-284-039-000
031-297-002-0000	031-286-008-0000	031-284-040-000
031-297-003-0000	031-286-009-0000	031-284-041-000
031-297-005	031-286-010-0000	031-284-042-000
031-297-006	031-286-011-0000	031-284-043-000
031-297-007	031-286-012-0000	031-284-044-000
031-297-008	031-286-013-0000	031-284-045-000
031-297-010-0000	031-286-015-0000	031-284-046-000
031-297-011-0000	031-286-016-0000	031-284-047-000
031-297-012-0000	031-286-017-0000	031-284-048-000
031-297-014-0000	031-286-018-0000	031-284-049-000
031-297-015-0000	031-286-019-0000	031-284-050-000
031-297-016-0000	031-286-020-0000	031-284-051-000
031-297-017-0000	031-284-001-000	031-284-052-000
031-297-018-0000	031-284-002-000	031-284-053-000
031-298-001-0000	031-284-003-000	031-284-054-000
031-298-002-0000	031-284-004-000	031-284-055-000

031-298-003-0000	031-284-005-000	031-284-056-000
031-298-004-0000	031-284-006-000	031-284-057-000
031-298-005-0000	031-284-007-000	031-284-058-000
031-298-007-0000	031-284-008-000	031-284-059-000
031-298-008-0000	031-284-009-000	031-284-060-000
031-298-009-0000	031-284-010-000	031-284-061-000
031-298-011-0000	031-284-011-000	031-284-062-000
031-298-012-0000	031-284-012-000	031-284-063-000
031-298-013-0000	031-284-013-000	031-284-064-000
031-298-014-0000	031-284-014-000	031-284-065-000
031-298-015-0000	031-284-015-000	031-284-066-000
031-298-017-0000	031-284-016-000	031-284-067-000
031-298-018-0000	031-284-017-000	031-284-068-000
031-298-019-0000	031-284-018-000	

2. Tax Zone 2:

- a. Parcel 031-282-044-000: Marina Community Partners, LLC, a Delaware limited liability company
- b. Parcel 031-282-048-000: Marina Community Partners, LLC, a Delaware limited liability company
- c. Parcel 031-282-062-000: Marina Community Partners, LLC, a Delaware limited liability company
- d. Parcel 031-251-073-000: Dunes Development LP, a California limited partnership
- e. Parcel 031-251-074-000: Marina Community Partners, LLC, a Delaware limited liability company
- f. Parcel 031-221-021-000: Marina Community Partners, LLC, a Delaware limited liability company

3. Additional parcels proposed for inclusion in the District or an Annexation Area, which are not owned by Owner or Owner's Affiliates:

- a. Parcel 031-251-071-000: Monterey Bay Hotels, LP, a California limited partnership
- b. Parcel 031-251-072-000: Monterey Bay Hotels, LP, a California limited partnership
- e. Parcel 031-251-075-000: City of Marina, a municipal corporation
- f. Parcel 031-251-005-000: The Marina Redevelopment Agency
- h. Parcel 031-221-022-000: City of Marina, a municipal corporation

June 11, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING AMENDMENT NO. 2 TO AGREEMENT BETWEEN CITY
OF MARINA AND NEW IMAGE LANDSCAPE COMPANY OF
FREMONT, CALIFORNIA, TO EXTEND THE AMENDED CONTRACT
FOR TWO YEARS, INCREASE THE COMPENSATION TO THE
CONTRACTOR BY \$31,344.00 ANNUALLY AND AUTHORIZE THE
CITY MANAGER TO EXECUTE AMENDMENT NO. 2 ON BEHALF OF
THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE
CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2024-__, approving Amendment No. 2 to the Agreement between City of Marina and New Image Landscape Company of Fremont, California, to extend the amended contract for two years and increase the compensation payable to the Contractor by \$31,344.00 annually, and;
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City subject to final review and approval by City Attorney.

BACKGROUND:

At the regular meeting of June 5, 2018, the City Council adopted Resolution 2018-58, awarding the Landscape Maintenance Services Contract to New Image Landscape Company of Fremont, California. The awarded contract period was for one year with the option for extending the contract by amendment.

At the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-83, amending the Landscape Maintenance Services Contract which covers the three landscape districts, Locke Paddon Community Facilities District, and the Marina Branch Library.

ANALYSIS:

Airport landscape maintenance had been accomplished through an ongoing contract with Commercial Environment Landscape (CEL) of Gilroy, California by Council approval of Resolution 2008-141. Since then, Airport staff have evaluated the maintenance efforts and deemed the Contractor's work as not sufficient for the City's needs. On April 5, 2024, a notice of cancellation was sent to the Contractor to cease all work and cancel the existing contract.

To continue with the ongoing maintenance, staff recommends expanding the existing scope of work with New Image Landscape Company for the Airport (see “Exhibit A”) and extend the contract for two years in conformance with section A2.20 of the contract specifications which allows the contract to be extended per written approval by the Contractor and the City of Marina. Airport maintenance shall be phased in a 6-month cycle (twice annually) with the main City Airport Administration Building landscaping maintained every other week. The amendment will also include the landscape maintenance of the new Martin Luther King Jr. statue landscaping area at the Marina Branch Library (see “Exhibit B”). The proposed Amendment No. 2 would increase the total contract amount by \$31,344.00 to a total annual amount of \$57,024.00 (“Exhibit C”). This action, if approved, would be effective July 1, 2024.

FISCAL IMPACT:

Should the City Council approve this request, the total compensation payable to New Image Landscape Company under the Agreement would be increased by \$31,344.00 to a total amount of \$57,024.00 annually. The Districts’ current account balances with approved budgets will allow for the contract increase.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Interim Public Works Director
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA APPROVING AMENDMENT NO. 2 TO AGREEMENT BETWEEN CITY OF MARINA AND NEW IMAGE LANDSCAPE COMPANY OF FREMONT, CALIFORNIA, TO EXTEND THE AMENDED CONTRACT FOR TWO YEARS, INCREASE THE COMPENSATION TO THE CONTRACTOR BY \$31,344.00 ANNUALLY AND AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of June 5, 2018, the City Council adopted Resolution 2018-58, awarding the Landscape Maintenance Services Contract to New Image Landscape Company of Fremont, California. The awarded contract period was for one year with the option for extending the contract by amendment, and;

WHEREAS, at the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-83, amending the Landscape Maintenance Services Contract which covers the three landscape districts, Locke Paddon Community Facilities District, and the Marina Branch Library, and;

WHEREAS, Airport landscape maintenance had been accomplished through an ongoing contract with Commercial Environment Landscape (CEL) of Gilroy, California by Council approval of Resolution 2008-141. Since then, Airport staff have evaluated the maintenance efforts and deemed the Contractor's work as not sufficient for the City's needs. On April 5, 2024, a notice of cancellation was sent to the Contractor to cease all work and cancel the existing contract, and;

WHEREAS, to continue with the ongoing maintenance, staff recommends expanding the existing scope of work with New Image Landscape Company for the Airport (see "Exhibit A") and extend the contract for two years in conformance with section A2.20 of the contract specifications which allows the contract to be extended per written approval by the Contractor and the City of Marina. Airport maintenance shall be phased in a 6-month cycle (twice annually) with the main City Airport Administration Building landscaping maintained every other week. The amendment will also include the landscape maintenance of the new Martin Luther King Jr. statue landscaping area at the Marina Branch Library (see "Exhibit B"). The proposed Amendment No. 2 would increase the total contract amount by \$31,344.00 to a total annual amount of \$57,024.00 ("Exhibit C"). This action, if approved, would be effective July 1, 2024, and;

WHEREAS, should the City Council approve this request, the total compensation payable to New Image Landscape Company under the Agreement would be increased by \$31,344.00 to a total amount of \$57,024.00 annually. The Districts' current account balances with approved budgets will allow for the contract increase.

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

1. Approve Amendment No. 2 to the Agreement between City of Marina and New Image Landscape Company of Fremont, California, to extend the amended contract for two years and increase the compensation payable to the Contractor by \$31,344.00 annually, and;
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

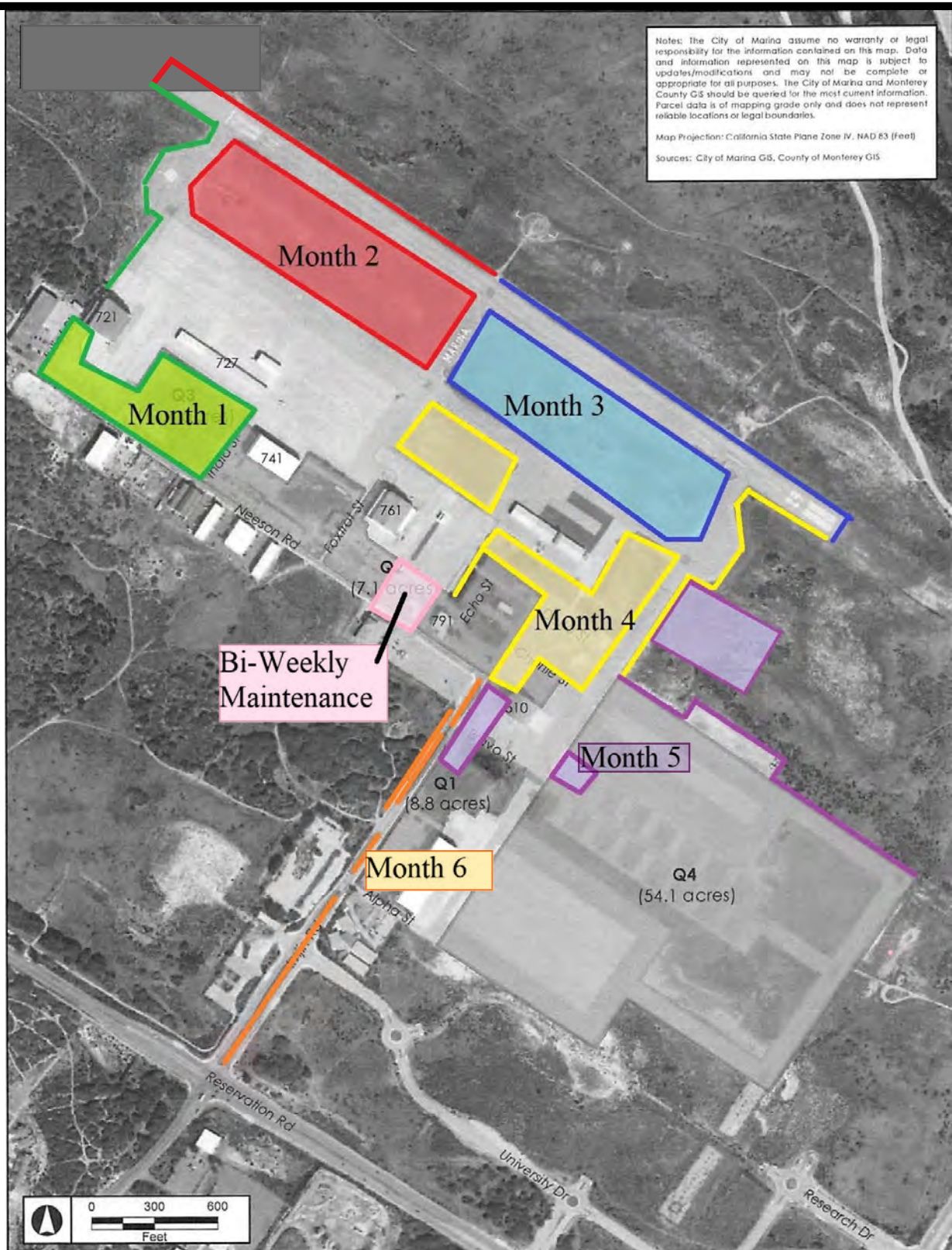
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk



PUBLIC WORKS DEPARTMENT
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425



Marina Airport
Routine Landscape
Maintenance Areas
for Contract Amendment 2
(6-month cycle, twice annually)

SCALE: NONE

**EXHIBIT
A**

06/11/2024



LEGEND



Existing Maintenance
0.75 Acres



MLK Statue
0.14 Acres



PUBLIC WORKS DEPARTMENT

CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425



Marina Branch Library

Routine Landscape
Maintenance Areas
for Contract Amendment 2

SCALE: NONE

**EXHIBIT
B**

05/14/2024

**AMENDMENT NO. 2
TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT
CYPRESS COVE II, SEABREEZE, MONTEREY BAY ESTATES, LOCKE-PADDON
COMMUNITY FACILITIES DISTRICT, MARINA BRANCH LIBRARY**

This Amendment No. 2 ("Amendment No. 2") to the Landscape Maintenance Services Agreement by and between the City of Marina, a California charter city, hereinafter referred to as "City," and New Image Landscape Company, of Fremont, California, a California corporation, hereinafter referred to as "Contractor" is made and entered into as of the 1st day of July 2020, even though the parties may have executed it after said date.

In consideration of the mutual promises contained herein, City and Contractor agree that the Terms and Conditions set forth herein are incorporated into the Agreement for Landscape Maintenance Services between City and Contractor dated August 2, 2018 (the "Agreement") as amended by Amendment No. 1 made an entered into as of July 1, 2019. Only the provisions of the numbered sections of said Agreement which are being modified hereby are included in this Amendment No. 2, and all other terms and conditions of said Agreement shall remain unchanged.

1.The first three paragraphs of the Third Section of the Agreement are replaced in their entirety to read as follows:

“THIRD: That said Contractor, from and after the date of Amendment No. 2 [July 1, 2024], agrees to receive and accept the following price as full compensation for furnishing all materials and for doing all the work embraced and contemplated in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The price as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which process shall be considered as though repeated herein.

Twenty-Five Thousand Six Hundred Eighty Dollars Annually
(\$ 25,680.00)

Payable at the rate of
Two Thousand One Hundred Forty Dollars per Month
(\$2,140.00)

The term of this Agreement shall begin on the date first written above [August 2, 2018] and shall expire on June 30, 2026, unless extended by amendment or terminated earlier as provided in the City of Marina Specifications for the Landscape Maintenance Services.

The remainder of the Third Section follows without change.

All other aspects of the Agreement will remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Amendment No. 2 on the date first set forth above at Marina, California.

CITY OF MARINA

CONTRACTOR

Name: _____

Title: Layne Long
City Manager

Date: _____

Per Resolution 2024-

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

Name: _____

Title: Vice President

Date: _____

June 28, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION 2024-,
APPROVING A NETWORK DISTRIBUTION EQUIPMENT SITE JOINT
USE AND ACCESS AGREEMENT WITH THE INTERNET STORE, INC.,
A CALIFORNIA CORPORATION, D/B/A CRUZIO FOR THE JOINT USE
AND LEASE OF A CITY PROPERTIES TO ESTABLISH A WIRELESS
BROADBAND INTERNET NETWORK FOR MARINA RESIDENTS AND
BUSINESSES.**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2024-, approving a network distribution equipment site joint use and access agreement with The Internet Store, Inc., a California corporation, d/b/a Cruzio for the joint use and lease of a City properties to establish a wireless broadband internet network for Marina residents and businesses; 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.

BACKGROUND:

One of the City Council's established priorities (consolidated list #31) is to analyze and present plans to bring a 3rd High Speed Internet Provider to the City. Towards this priority, staff has been participating in the Monterey Bay Economic Partnership (MBEP) consortium meetings, involved in the Monterey County Broadband Strategic Plan, engaged in the State of California Middle-Mile Broadband Initiative, and has met with potential broadband partner providers. Bringing broadband services to the community and deploying broadband infrastructure throughout the community will require significant investment and effort. The California Middle-Mile Broadband Initiative is the most promising opportunity to connect the community with additional broadband service. The project is scheduled to be delivered to our area by December 2026. Once open access is available, there will need to be additional work/partnerships to deploy service throughout the community.

Staff's participation in the County's Broadband Strategic Planning efforts and MBEP meetings has resulted in discussions and a proposal from Cruzio Internet. Currently, Cruzio provides air fiber internet services to areas of Santa Cruz and Monterey Counties and has partnerships with area school districts to provide internet services to students. Their infrastructure consists of point-to-point air fiber connections that originate atop Mount Toro and send wireless internet signals to distribution hubs (Points of Presence or POPs). The signal is then sent to subscribers that have their own smaller rooftop access point to receive the broadband services.

ANALYSIS:

Cruzio provides broadband to commercial and residential customers. Approximately 30% of their existing customers receive a low-income rate of \$14.95 per month. MPUSD has expressed interest in Cruzio's services to meet the needs of its low-income student population. Residential subscribers that are not considered low income pay approximately \$80 per month for the services. The internet provider reports that their internet connectivity speeds range from 100 Mbps – 1Gbps.

The addition of Cruzio internet service would be an alternative option for some businesses and residents and the only option for others that are not currently serviced by Comcast or AT&T.

As mentioned above, Cruzio's internet service would be provided via air fiber. The signal would be transmitted to distribution hub locations in Marina. Cruzio has identified 4 locations in Marina to establish their network. Three of the locations are existing City owned structures with enough height to achieve the line of sight needed. These structures are:

1. The City of Marina Public Safety Building located at 208 Palm Avenue, Marina, CA (APN 032-303-030-000).
2. The Preston Park Scorers Booth located at 3100 Preston Drive, Marina, CA (APN 031-201-027-000).
3. The Marina Municipal Airport Control Tower located at 3262 Imjin Road, Marina, CA (APN 031-112-010-000).

Cruzio is also proposing a hub on the top of the Springhill Suites.

Cruzio will need to obtain a lease from the City to locate the distribution hubs on top of the structures identified. The rates and terms that are currently proposed include the following:

- \$100 per month per location for the initial lease rate. Each year the rate would increase by 2.5%.
- The term would be 5-years, with 3 mutual options to continue for 5-years each.
- Cruzio will provide a low-income rate for qualifying households throughout the duration of the lease term.
- Cruzio will provide free internet services to City facilities to be used as a back up to the primary internet service.

The monthly lease payment will be \$100 per site per month, which will be paid for by Monterey County. Cruzio will be required to invest in new infrastructure in the City with no subscribers to begin with. The model will take many years to have enough subscribers to support higher lease payments. During that time, low income subscribers and those that current do not have access to broadband will receive the benefits of the new Cruzio internet services. At the 5-year extension review, the City can renegotiate a higher lease payment upon an audit of the number of subscribers and current fees for internet services.

FISCAL IMPACT:

\$3,600 Annual to the general fund.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA APPROVING A NETWORK DISTRIBUTION EQUIPMENT SITE JOINT USE AND ACCESS AGREEMENT WITH THE INTERNET STORE, INC., A CALIFORNIA CORPORATION, D/B/A CRUZIO FOR THE JOINT USE AND LEASE OF A CITY PROPERTIES TO ESTABLISH A WIRELESS BROADBAND INTERNET NETWORK FOR MARINA RESIDENTS AND BUSINESSES

WHEREAS, Cruzio is a telecommunications provider that desires an agreement for the joint use and lease of a portion of City's Properties; and

WHEREAS, City as Landlord desires to grant to Cruzio as Tenant the right to use a portion of the Property in accordance with this Agreement; and

WHEREAS, Cruzio wishes to establish a wireless broadband internet network for Marina residents and businesses and currently provides wireless broadband internet services to the areas of Aptos, Aromas, Ben Lomond, Bonny Doon, Boulder Creek, Brookdale, Capitola, Corralitos, Davenport, Felton, Freedom, La Selva Beach, Lompico, Pajaro, Rio Del Mar, Santa Cruz, Scotts Valley, Seacliff, Soquel, Watsonville, & Zayante; and

WHEREAS, Cruzio shall construct, install, maintain and operate network distribution equipment and related backhaul connections and antenna, and appurtenances thereto on a portion of City's Properties together with a non-exclusive right-of-way for ingress and egress across a portion of the Properties for access and utilities for the sole purpose of providing telecommunications service(s) to customers, including but not limited to residents and businesses within range of its transmission facilities as set forth in this Agreement; and

WHEREAS, City has determined that this Agreement and Cruzio's Permitted Use of the Sites and Access Areas will not interfere with public safety or Airport control tower operations.

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

1. Approve a network distribution equipment site joint use and access agreement with The Internet Store, Inc., a California corporation, d/b/a Cruzio for the joint use and lease of a City properties to establish a wireless broadband internet network for Marina residents and businesses; 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 2nd day of July 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

June 27, 2024

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

Mayor and Members
of the City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTIONS NO. 2024-,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE
AND SALE AGREEMENT FOR REAL PROPERTY AT 306
RESERVATION ROAD, CITY OF MARINA, AND CONSENT TO THE
SALE AND TRANSFER OF THE PROPERTY TO THE CITY, AND ISSUE
A CERTIFICATE OF ACCEPTANCE EVIDENCING SUCH CONSENT**

RECOMMENDATION

It is recommended that the City Council consider:

1. Adopting Resolution No. 2024-, authorizing the City Manager to enter into a purchase and sale agreement to acquire the property located at 306 Reservation Road, City of Marina, APN 032-173-006-000 (the "Property") for a purchase price not to exceed \$294,549, subject to any deductions due to deferred maintenance and other transaction costs; and
2. To consent to the sale and transfer of the Property to the City of Marina and to issue a Certificate of Acceptance as set forth in California Government Code Section 27281, evidencing such consent.

BACKGROUND

In March 2008, John Lawson, the owner, purchased the Property with assistance from the City of Marina. The City required the developer of the project where the Property is located to sell the home below its fair market value at the time. In consideration of the City's assistance, the Owner agreed to a "Buyers Occupancy and Resale Restriction Agreement with Option to Purchase" (the "Resale Restriction Agreement").

The Owner attempted to sell the Property but was unable to do so in accordance with the Resale Restriction Agreement. On May 21, 2024, because of the challenges related to sale of the Property, Council authorized the City Manager to exercise the City's option to acquire the Property in accordance with Section 10 of the Resale Restriction Agreement.

In accordance with Section 12 of the Resale Restriction Agreement, the City determined that the purchase price for the Property is \$294,549 ("Purchase Price") prior to any adjustments for deferred maintenance. The City needs to enter into a Purchase and Sale Agreement to purchase the Property. Upon finding a buyer that qualifies for the affordable unit, the City intends to sell the Property.

ANALYSIS

Having exercised the option to purchase, the Property, the City needs to enter into a purchase and sale agreement ("Agreement"). The Agreement will provide the City with the ability to, prior to acquisition, inspect the Property to determine its condition, including any deferred maintenance. The City will negotiate the purchase price with the Owner following the inspection and will pay no more than the maximum purchase price of \$294,459 as calculated under the Resale Restriction Agreement.

Government Code Section 27281 provides that instruments conveying an interest in real property to the City may not be recorded without a Certificate of Acceptance from the City Council. To that end, request is made by resolution to consent to the conveyance of the Property to the City of Marina and issue a Certificate of Acceptance evidencing the City's consent.

FISCAL IMPACT

No more than the maximum purchase price of \$294,459 as calculated under the Resale Restriction Agreement from the city's General Fund-Affordable Housing Account.

CONCLUSION This item is submitted for City Council consideration.

Layne Long
City Manager
City of Marina

REVIEWED:

Rene A. Ortega
City Attorney
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO ACQUIRE THE PROPERTY LOCATED AT 306 RESERVATION ROAD, CITY OF MARINA, APN 032-173-006-000 (THE "PROPERTY"), CONSENT TO THE SALE AND TRANSFER OF THE PROPERTY, AND ISSUE A CERTIFICATE OF ACCEPTANCE, EVIDENCING SUCH CONSENT.

WHEREAS, in March 2008, John Lawson, the owner, purchased the Property with assistance from the City of Marina. The City required the developer of the project where the Property is located to sell the home below its fair market value at the time. In consideration of the City's assistance, the Owner agreed to a "Buyers Occupancy and Resale Restriction Agreement with Option to Purchase" (the "Resale Restriction Agreement"); and

WHEREAS, in accordance with Section 12 of the Resale Restriction Agreement, the City determined that the purchase price for the Property is \$294,549 ("Purchase Price") prior to any adjustments for deferred maintenance. The City needs to enter into a Purchase and Sale Agreement to purchase the Property. Upon finding a buyer that qualifies for the affordable unit, the City intends to sell the Property; and

WHEREAS, having exercised the option to purchase, the Property, the City will need to enter into a purchase and sale agreement ("Agreement"). The Agreement will provide the City with the ability to, prior to acquisition, inspect the Property to determine its condition, including any deferred maintenance. The City will negotiate the purchase price with the Owner following the inspection and will pay no more than the maximum purchase price of \$294,459 as calculated under the Resale Restriction Agreement; and

WHEREAS, Government Code Section 27281 provides that instruments conveying an interest in real property to the City may not be recorded without a Certificate of Acceptance from the City Council. To that end, request is made by this resolution to consent to the conveyance of the Property to the City of Marina and issue a Certificate of Acceptance evidencing the City's consent.

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

1. Authorize the City Manager to enter into a purchase and sale agreement to acquire the Property for a purchase price not to exceed \$294,549, subject to any deductions due to deferred maintenance and other transaction costs, such agreement to be subject to final review by the City Attorney; and
2. Consent to the sale and transfer of the Property to the City of Marina and issue a Certificate of Acceptance as set forth in California Government Code Section 27281, evidencing such consent in the form attached as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 2024 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

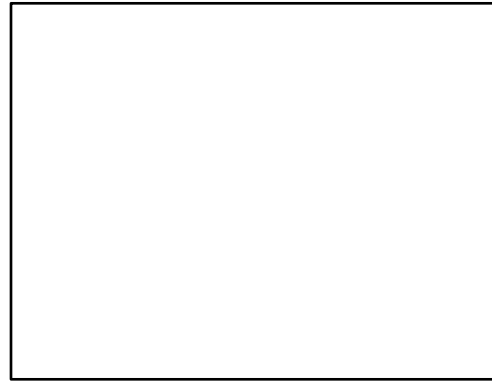
ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

When Recorded Mail To:

City Clerk
City of Marina
211 Hillcrest Avenue
City of Marina 93933



**NO RECORDING FEE PER SECTION
6103 OF THE GOVERNMENT CODE**

SPACE FOR RECORDER'S USE

APN: 032-173-006-000

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated _____, from John W. Lawson, an unmarried man, to the City of Marina, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Marina pursuant to the authority conferred by action of the City of Marina on July 2, 2024, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY OF MARINA

By _____
Layne Long, City Manager

ATTEST:

Anita Shepard-Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING AND FILING THE ANNUAL FINANCIAL REPORT AND
THE AUDITOR GOVERNANCE LETTERS**

REQUEST:

It is requested that the City Council:

1. Receive and file the City's Annual Audit for the period ending June 30, 2023; and,
2. Receive and file the City's Annual Single Audit Report for the period ending June 30, 2023.
3. Receive and file the City of Marina Auditor Governance Letter (SAS 114) and Management Letter (SAS 115) for the fiscal year ending June 30, 2023.

BACKGROUND:

State law requires that the accounts and fiscal affairs of all municipal entities be examined annually by an independent certified public accountant. The City of Marina retained Chavan and Associates, LLP to perform that audit. Chavan and Associates has issued an unmodified opinion that the financial statements for the year ended June 30, 2023, are fairly presented in conformity with generally accepted accounting principles (GAAP). This opinion, along with the basic financial statements, are submitted as the Annual Comprehensive Financial Report (ACFR) for the City for the fiscal year ended June 30, 2023. The information included in the financial section of this report fulfils the aforementioned state law.

The financial section begins with an overview discussion, known as the Management Discussion & Analysis (MDA) which captures key highlights of the financial statements and summarizes the financial condition of the City in a condensed and simplified format. The report then graduates into more detail in the following sections:

- (1) Government-wide Financial Statements
- (2) Fund Financial Statements and
- (3) Notes to the financial statements.

For those that want to delve further into details, comprehensive information is found in the supplemental information and statistical sections of the report

Evaluating the City's Financial Position.

This staff report is a high-level introduction of the key elements of Annual Comprehensive Financial Report, primarily underscored in the Management Discussion and Analysis.

The City is engaged in a number of different lines of service and businesses. The principle method of distinguishing the results of those lines is the fund. The City uses three types of funds: Governmental, Enterprise and Fiduciary.

Governmental Funds are designed to show the flow of funds. Capital assets are not depreciated. Outstanding debt is not shown. As a result, the funds are sometimes called checking account statements. The net income and fund balance approximate cash. The primary governmental fund is the *General Fund*. However, there are many other types of government funds such as Capital Improvement Programs, Community Facilities Districts, Special Revenue, Debt Service, and others.

Proprietary or Enterprise Funds behave more like businesses and differ from governmental funds in that they include capital assets and debt. Therefore, net income and fund equity does not approximate cash because non-cash assets can be rather significant, as in the case of owning real estate. In the case of Marina, the enterprise funds are known as the Marina Municipal Airport Operating Fund, Preston Park Housing Fund and Abrams B Housing Fund.

Fiduciary or Private Purpose Trust Funds are funds held in trust to discharge a certain duty. In this case, the City is responsible for discharging the debt obligations of the City's former redevelopment agency. There are two related funds known as the FOR A Dissolution Administration Fund, the Successor Agency Obligation Fund, and the Successor Agency Housing Asset Fund.

Two of the most basic and revealing questions that can be asked about each fund are:

- Did the fund experience positive net income this past year?
- Does the fund maintain cash reserves or available fund balance?

The net income question is important because if a fund maintains positive net income, it is considered to be sustainable and able to provide the related services over the long-term horizon. In contrast, a negative net income can be sustained for a limited time but requires further analysis to understand if the negative net income is a short-term situation or a structural condition that needs to be addressed.

Fund balance, or available cash, is important to consider because such resources allow a fund to temporarily operate and even when the fund experiences negative net losses. This may occur due to large outlays in capital projects for which the City has accumulated assets or to cover sudden drops in income due to recessions which may cause revenues to decline.

Governmental Funds – Fund Balance

Table 1 – Fund Balance of Governmental Funds as of June 30, 2023 (in thousands)

	Major Funds						Total
	General Fund	City Capital Projects Fund	Impact Fee Fund	FORA Dissolution Fund	Abrams B Debt Service Fund	Nonmajor Gov't Funds	
Total Revenues	\$ 37,561	\$ 719	\$ 6,310	\$ 6,127	\$ 700	\$ 7,019	\$ 58,436
Total Expenditures	29,128	6,116	-	4,764	745	4,681	45,434
Revenues Over (Under) Expenditures	8,433	(5,397)	6,310	1,363	(45)	2,338	13,002
Other Financing Sources	-	-	-	-	-	11,839	11,839
Transfers In	5,614	3,672	69	126	-	4,313	13,794
Transfers Out	(2,379)	(441)	(2,020)	(1)	-	(7,623)	(12,464)
Net Change in Fund Balances	11,668	(2,166)	4,359	1,488	(45)	10,867	26,171
Beginning Fund Balances	32,666	29,456	20,285	19,070	463	13,743	115,683
Ending Fund Balances	\$ 44,334	\$ 27,290	\$ 24,644	\$ 20,558	\$ 418	\$ 24,610	\$ 141,854

At the close of Fiscal Year 2022-23, the City of Marina's governmental funds reported combined fund balances of \$141.9 million, an increase of \$26.2 million in comparison with the prior year. \$11.7 million was attributed to excess revenues over expenditures within the General Fund.

General Fund – Fund Balance

As of June 30, 2023, the unassigned fund balance of the general fund was \$26.8 million, as shown in Table 2. The unassigned fund balance includes the partial receipt of funds for land sales from the Dunes development. The total General Fund balance increased to \$44.3, an increase of \$11.6 million, or 35% from the prior year and is mostly a result of a \$5.2 million transfer of ARPA funds, as well as increased revenues for all major categories, including property tax, sales tax, and transient occupancy tax. Approximately ½ of all the City's revenues are in the General Fund. The FY 2022-23 General Fund amended budget called for a deficit of \$1.3 million while the general fund ultimately produced a surplus of \$11.7 million. (Pg. 79) \$13.5 million of the total fund balance is committed.

Table 2 – GF Fund Balance Components as of June 30, 2023.

Fund Balance	
Nonspendable:	
Lease Receivable	309,169
Restricted:	
Other	235,038
Committed:	
Emergency Reserve	5,967,235
Facilities Repairs	500,000
Compensated Absences	400,000
Community Improvements	641,268
Fire Truck Purchase	1,889,888
Vehicle & Equipment Replacement	4,118,143
OPEB	200,000
Pension Stabilization	3,000,000
Library Maintenance	253,606
Total Committed	16,970,140
Unassigned	<u>26,819,241</u>
Total Fund Balance	<u><u>44,333,588</u></u>

While the fiscal year end balance at 6/30/23 captured an unassigned fund balance of \$26.8MM, a significant amount of that balance was subsequently allocated to various funds through the budgeting process. Note that \$18.7MM was transferred from the General Fund's unassigned balance as approved in Council Resolution 2023-91. The majority of allocations were for capital projects as outlined in the following table.

Allocations from GF per FY 23-24 Budget

Approved on 9/6/2023 via Resolution 2023-91

Fund 460 - Airport Capital Projects	30,000
Fund 462 - City Capital Projects	12,980,000
Fund 422 - Measure X Capital Projec	1,000,000
Fund 110 - Vehicle Reserve	750,000
Fund 125 - Pension Stabilization	2,000,000
Fund 115 - Groundwater Litigation	2,000,000
	18,760,000

Impact Fee Fund

The Impact Fee Fund collects impact fees from developers to pay for needed infrastructure due to development. The Impact Fee Fund balance increased by \$4.3 million for the year. The Council receives an annual report detailing the available funds for each of the City's impact fees as well as what projects need to be constructed from those funds. As a result, no further action is needed by Council to manage these funds other than consider these funds and which projects should be constructed at budget deliberation time.

Fort Ord Reuse Authority (FORA) Dissolution Fund

This fund is used to account for resources received from FORA upon dissolution for Community Development and Habitat Management. The fund balance increased by \$1.4 million for the year. Ongoing collection of the FORA CFD replacement fees generated \$3MM and a surplus distribution of \$2.7 million was received from FORA "escrow" bond proceeds. Council has committed some of these funds toward blight removal and building rehabilitation in the former Fort Ord areas and will have additional opportunities to commit funds during the upcoming biennial budget cycle.

Abrams Debt Service

This fund is used to account for resources restricted to retirement of Abrams B Bonds principal and interest and the payment of those debt obligations. The enterprise fund, Abrams B Housing Fund transfers the annual debt service payment to the Abrams debt service fund.

All Other Nonmajor Governmental Funds

The City has another twenty-one special revenue funds. Most are very limited such as monies collected from the cable company to pay for Public Educational and Governmental (PEG) cable programming. However, three funds, Gas Tax, Measure X and SB 1 or Road Maintenance and Rehabilitation Fund, are funds now available for road maintenance and construction. In FY 2022-23 staff pursued and completed a financing instrument, Certificates of Participation (COPs), to leverage ongoing Measure X revenues. The COPs, structured similar to a bond, generated \$11.5 million in upfront proceeds that are to be used for street repairs and improvements.

City Capital Projects Fund

Additionally, the Capital Projects Fund receives cash from other funds and/or grants which are held by that fund until a capital project is completed. If the project costs more than budgeted, the funding sources must transfer in additional resources to complete the project. If the project costs less, then resources are transferred back to the originating fund. As result, any fund balance is committed to the projects approved by Council. The objective of this fund is to ensure that sufficient resources are transferred into the fund for its capital projects. Fund balance for this fund decreased by \$2.1 million for the year, mostly due capital outlays for various projects such as park improvements and upgrades, street repairs and improvements, improved management systems and other citywide capital projects.

Enterprise Funds: Airport, Abrams and Preston Park – fund balance

Net position of combined Enterprise funds grew \$1.3 million from prior year. Total operating revenue for business-type activities was \$13.5 million and total operating expenses for business type activities was \$9.9 million.

Airport

The airport operation is accounted for as a business, to be supported by its own revenues and generate sufficient cash to maintain its capital plant. The fund had net operating income this past year, of \$155,000. However, given a non-cash charge of \$730,000 for depreciation, cash flow from operations was \$855,000.

Abrams and Preston Park.

Although these two housing funds are reported separately, they are managed by the same third-party administrator and operationally appear the same. They are separated due to how each asset was originally acquired.

To determine the long-term sustainability of the assets, staff conducted an internal study several years ago and determined at the time that the funds appear to be sustainable and that Preston Park, which has a \$36 million note coming due February 1, 2026, is on a path to be able to refinance the property with a fully amortized loan.

Successor Agency - Fiduciary Fund

A fallout of the dissolution of Redevelopment was that the City became the custodian of the former Redevelopment Agency of Marina. The non-housing portion of the former redevelopment agency has financial obligations to pay, the largest obligation being the funding of tax increment payments to Marina Community Partners for developments at the Dunes. In fact, in July of 2018 and May of 2020, the former redevelopment agency issued tax increment financing to partially fund this obligation. Staff recently completed a third tax increment bond issuance in early 2023. The City will receive tax increment payments to pay these obligations until the obligations are extinguished. The City's General Fund will have no liability for this debt.

Management Letters

After each fiscal year, independent auditors examine and test the underlying controls, fiscal records, and financial transactions from which the City's and Agency's Annual Financial Reports are prepared and issue their opinion on the basic financial statements contained in the reports. The City's independent auditors, Chavan and Associates, LLP, performed these tasks and issued an unqualified ("clean") opinion for the financial reports of fiscal year ended June 30, 2023.

Professional standards require that the auditors provide the City two (2) additional letters, specifically the "Governance Letter (SAS 114)" and "Management Letter of Comments (SAS 115)." Additionally, if the City expends \$750,000 or more in federal awards during its fiscal year it is required to obtain a Single Audit, which requires, among other things; additional internal control testing to ensure compliance for major programs, development a schedule of expenditure of federal awards (SEFA), identification of funds and major programs under which the funds were received and other audit requirements under Government Auditing Standards and Uniform Guidance. The staff report contains the City of Marina's Fiscal Year 2021-22 Single Audit Report ("**EXHIBIT B**").

ANALYSIS:

The Single Audit Report, with respect to the limited scope of the City's internal control over financial reporting, contains no instances of noncompliance or other matters that are required to be reported under Government Accounting Standards. The report does not provide an opinion on the

effectiveness of internal controls or compliance. Regarding Uniform Guidance, the single audit report again does not identify any deficiencies in internal control over compliance within the limited scope of the report. The report does not provide an opinion on the effectiveness of internal control over compliance. Ultimately, the report provides for no instances of noncompliance within the limited scope of testing but material weaknesses or significant deficiencies in internal controls may exist. The SEFA, which was developed by the City of Marina, identified grant funding from the U.S. Department of Transportation (Airport), Department of the Treasury (Citywide) and Department of Homeland Security (SAFER Grant, Fire) as the largest sources of federal funds.

The Governance Letter (SAS 114) includes discussion regarding the auditors' responsibility, City accounting practices, difficulties and/or disagreements encountered, corrected and/or uncorrected misstatements, management representation, management consultation with other independent accountants and other audit findings or issues ("**EXHIBIT C**"). Nothing adverse was noted in the letter.

The Management Letter of Comments (SAS 115) does not include any suggestions for improvements to the City's internal controls ("**EXHIBIT D**"). While that is an indication of strong internal controls, it is not an absolute assurance that material weaknesses do not exist. Staff will continue to follow best practices and continuous improvements in all accounting functions.

Lastly, the auditors identified upcoming accounting pronouncements which may have significant impacts on the City's financial statements. Staff continue to analyze these statements and will incorporate them into future financial statements.

FISCAL IMPACT:

No fiscal impact of receiving reports and related letters.

CONCLUSION:

The City's fiscal position has markedly improved over the last several years. The challenge for the City will be to weigh all the competing demands upon the City and addressing those demands in a strategic manner.

Respectfully submitted,

Laura Pruenda
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
RECEIVING AND FILING THE CITY OF MARINA COMPREHENSIVE ANNUAL
FINANCIAL REPORT, SINGLE AUDIT REPORT AND AUDITOR'S GOVERNANCE
LETTER (SAS 114), CITY AUDITOR'S MANAGEMENT LETTER OF COMMENTS (SAS
115) FOR THE FISCAL YEAR ENDED JUNE 30, 2023.

WHEREAS, after each fiscal year independent auditors examine and test the underlying controls, fiscal records and financial transactions from which the City's Annual Financial Reports are prepared ("Exhibit A"), and issue their opinion on the basic financial statements contained in the reports, and;

WHEREAS, the purpose of the audit is to determine whether, in the auditor's opinion, the financial statements present fairly in all material respects the City's financial position and results of operations for the fiscal year; whether the City is in compliance with significant laws, regulations contracts and grants; and to evaluate the City's system of internal controls, and;

WHEREAS, the auditors, Chavan & Associates, LLP, issued unmodified ("clean") opinion as of and for the year ended June 30, 2023, on the City of Marina's financial statements dated TBD, and;

WHEREAS, the audit report states "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Marina, as of June 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.," and;

WHEREAS, in accordance with GASB Statement No. 34, the financial reports include: Management's Discussion and Analysis (MD&A); Basic Financial Statements (including Notes to Financial Statements); Required Supplementary Information; and Supplementary Information; and,

WHEREAS, after each fiscal year independent auditors examine and test the underlying controls, fiscal records and financial transactions from which the City's and Agency's Annual Financial Reports are prepared, and issue their opinion on the basic financial statements contained in the reports, and;

WHEREAS, the City independent auditors, Chavan & Associates, LLP, performed these tasks and issued an unmodified ("clean") opinion, and;

WHEREAS, the City, as a non-federal entity that expended over \$750,000 in Federal awards, is required to have a fiscal year 2022-2023 single audit conducted in accordance with Title 2 U.S. Code of Federal Regulations, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and;

WHEREAS, the Single Audit Report ("Exhibit B") includes discussion regarding the auditors' responsibility, City accounting practices, the limited scope of testing under the report and no instances of noncompliance were identified in testing, and;

WHEREAS, professional standards require that the auditors provide the City two additional letters, specifically the "Governance Letter (SAS 114)" and "Management Letter of Comments (SAS 115)," and;

WHEREAS, the Governance Letter (SAS 114) (“Exhibit C”) includes discussion regarding the auditors’ responsibility, City accounting practices, difficulties and/or disagreements encountered, corrected and/or uncorrected misstatements, management representation, management consultation with other independent accountants and other audit findings or issues. Nothing adverse was noted in the letter, and;

WHEREAS, the Management Letter of Comments (SAS 115) (“Exhibit D”) includes no suggestions for improvements to the City’s internal controls, and;

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

1. Receive the Annual Comprehensive Financial Report for the Year Ending June 30, 2023; and
2. Receive and file the Single Audit Report for the Year Ending June 30, 2023; and
3. Receive and file City of Marina Auditor’s Governance Letter (SAS 114), City Auditor’s Management Letter of Comments (SAS 115) for the fiscal year ended June 30, 2023.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 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

City of Marina California



Annual Comprehensive Financial Report for the fiscal year ended June 30, 2023

Serving a World Class Community



Vision & Mission

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

CITY OF MARINA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2023
TABLE OF CONTENTS

INTRODUCTORY SECTION

Transmittal Letter	i
Directory of Officials	vi
Organizational Chart	vii

FINANCIAL SECTION

Independent Auditor's Report	2
Management's Discussion and Analysis (Required Supplementary Information)	7

Basic Financial Statements:

Government-Wide Financial Statements:

Statement of Net Position	19
Statement of Activities	20

Fund Financial Statements

Governmental Funds:

Balance Sheet	22
Reconciliation of the Government Funds Balance Sheet to the Government-Wide Financial Statement of Net Position	23
Statement of Revenues, Expenditures and Changes in Fund Balances	24
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Government-Wide Statement of Activities	25

Proprietary Funds:

Statement of Net Position	27
Statement of Revenues, Expenses, and Changes in Fund Net Position	28
Statement of Cash Flows	29

Fiduciary Fund Financial Statements:

Statement of Fiduciary Net Position	31
Statement of Changes in Fiduciary Net Position	32

Notes to the Basic Financial Statements	34
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REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Revenues, Expenditures and Changes in Fund Balances –

Budget and Actual (GAAP Basis):

General Fund	72
FORA Dissolution Fund	73

Schedule of Pension Contributions	74
---	----

Schedule of Proportionate Share of Net Pension Liability	75
--	----

Schedule of Changes in Total OPEB Liability	76
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SUPPLEMENTARY INFORMATION

Nonmajor Governmental Funds:

Combining Balance Sheet	80
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	85

CITY OF MARINA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2023
TABLE OF CONTENTS

General Fund:	
Combining Balance Sheet	91
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	92

STATISTICAL SECTION

Net Position by Component	94
Changes in Net Position	95
Fund Balances of Governmental Funds	96
Changes in Fund Balances of Governmental Funds.....	97
General Fund Tax Revenues	98
General Fund Revenues	99
All Governmental Fund Revenues	100
Total Outstanding Debt	101
Bonded Debt	102
Demographic and Economic Statistics	103
Citywide Assessed Value and Estimated Actual Value of Taxable Property	104
Total Assessed Value of Property by Use Code, Citywide.....	105
Direct and Overlapping Property Tax Rates	106
Principal Property Taxpayers.....	107
Principal Employers	108
Overlapping Debt.....	109



FINANCIAL SECTION



Chavan and Associates, llp
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
of the City of Marina
Marina, California

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Marina (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Marina, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

City management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

15105 Concord Circle, Suite 130 Morgan Hill, CA 95037

Tel: 408-217-8749 • E-Fax: 408-872-4159

info@cnallp.com • www.cnallp.com



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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAGAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



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Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements, schedules, and other information listed in the supplementary information section of the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

The City's management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic

15105 Concord Circle, Suite 130 Morgan Hill, CA 95037

Tel: 408-217-8749 • E-Fax: 408-872-4159

info@cnaillp.com • www.cnaillp.com



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financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

C & A LLP

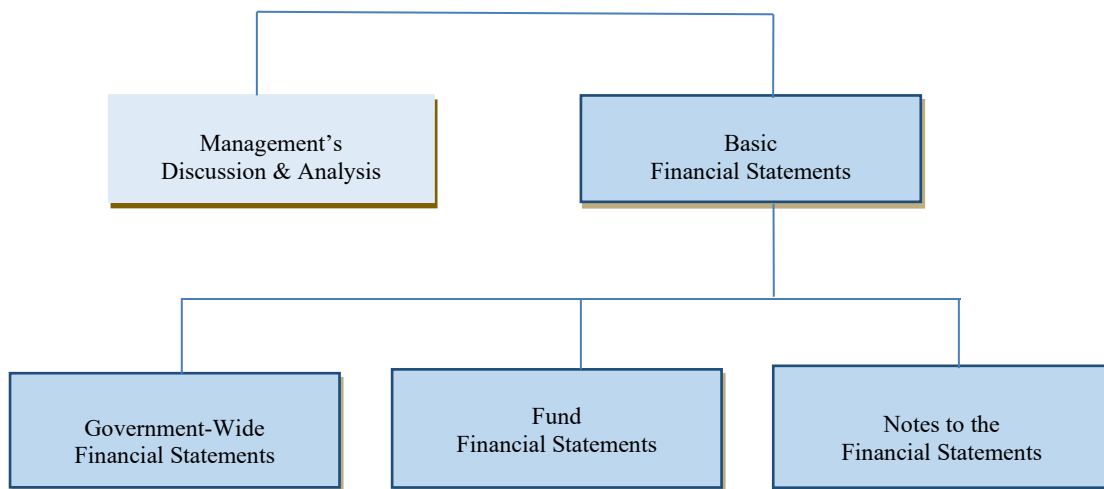
Chavan & Associates, LLP
Certified Public Accountants
March 30, 2024
Morgan Hill, California



**MANAGEMENT'S DISCUSSION
AND ANALYSIS**

INTRODUCTION

As management of the City of Marina, we offer readers of the City's financial statements this narrative overview and analysis of financial activities of the City of Marina, for the fiscal year that ended on June 30, 2023. We encourage readers to consider the information presented here, in conjunction with additional information that we have furnished in our letter of transmittal. This information can be found on page i of this report. The required components of the report are listed below.

Required Components of the Annual Financial Report**FISCAL YEAR 2022/2023 FINANCIAL HIGHLIGHTS***Government-Wide Highlights*

- The assets and deferred outflows of resources of the City of Marina exceeded the liabilities at the close of the most recent fiscal year by \$246 million (net position). Of this amount, net position included \$112 million was classified as net investment in capital assets; \$68 million as restricted; and \$66 million as unrestricted net position.
- The City's net position increased by \$21 million and its change in net position was \$23 million less than the prior fiscal year. In the Governmental Activities, tax revenues increased by \$1.4 million, charges for services decreased by \$6.7 million, and capital grants and contributions decreased by \$5.2 million.
- In the Business-Type Activities, charges for services increased by \$664 thousand and capital grants and contributions decreased by \$181 thousand.
- Deferred outflows of resources increased by \$6.7 million while deferred inflows of resources decreased by \$7.0 million mostly due to differences in expected and actual earnings, expected and actual experiences and changes in proportions related to the City's retirement plans. The City's pension liability in accordance with GASB 68 as of June 30, 2023, was \$27.2 million, while its total OPEB liability for the fiscal year ending June 30, 2023, was \$5.1 million.

- The City's long-term debt increased by \$11.5 million or 71% in Fiscal Year 2022/2023 primarily from the issuance of certificates of participation during the year.
- The City's net capital assets increased by 1.6% or \$2.7 million, primarily due to capital projects and the implementation of GASB 96 which added a \$789 thousand right of use assets for the City's IT subscriptions.
- Capital outlay expenditures totaled \$8.6 million vs \$4.2 million in the prior year.

Fund Highlights

- At the close of Fiscal Year 2022/2023, the City of Marina's governmental funds reported combined fund balances of \$141.9 million, an increase of \$26.2 million in comparison with the prior year. Approximately 20% or \$28.7 million was classified as unassigned fund balance and was available for spending at the government's discretion.
- At the end of the current fiscal year, the general fund's unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) was \$44.8 million, or 150% of total general fund expenditures, prior to transfers. The general fund's unassigned fund balance was \$26.8 million or 92% of total general fund expenditures, prior to transfers.
- The fund balance in the General Fund increased by \$11.7 million, with revenues of \$37.6 million and expenditures of \$29.1 million, prior to transfers in of \$5.6 million, and transfers out of \$2.4 million.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis are intended to serve as an introduction to the City of Marina's financial statements. The City of Marina's basic financial statements are comprised of (1) Government-wide Financial Statements (2) Fund Financial Statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City of Marina's finances, in a manner similar to a private-sector business. Government-wide financial statements are prepared on the accrual basis, which means they measure the flow of all economic resources of the City as a whole. Government-wide financial statements consist of the *Statement of Net Position* and the *Statement of Activities*.

The *Statement of Net Position* presents financial information on all of the City of Marina's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Marina is improving or declining.

The *Statement of Activities* presents information showing how the City of Marina's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. This is consistent with a full accrual concept, which may result in the reporting of revenues and expenses in the current fiscal year, with cash flows occurring in future fiscal periods (e.g. uncollected revenues; and earned but not used vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Marina that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). An overview of the City's functions associated with each classification is listed below.

Governmental Activities – All of the City's basic services are considered to be governmental activities. This includes law enforcement, fire and emergency services, planning and building, public works, parks and recreation, economic and community development, recreation, cultural services, and general administration. Transient occupancy taxes, sales taxes, property taxes, impact fees, state and federal grants finance most of these activities. Charges for services, which include parks and recreation fees, are also used to help offset costs of providing certain services.

Business-Type Activities – This City's enterprise activities include the Airport, Preston Park and Abrams B operations. Unlike governmental services, these services are fully supported by charges paid by users based on the amount of services they use.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Fund financial statements provide detailed information about each of the City's most significant funds, called major funds. Major funds are presented individually, with all non-major funds summarized and presented only in a single column. Subordinate schedules present the detail of these non-major funds. Major funds present the major activities of the City for the fiscal year, and may change from year to year as a result of changes in the pattern of the City's activities. The City's funds are segregated into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. This represents a modified accrual basis of

accounting, with capital assets, long-lived assets, and long-term liabilities excluded from the financial statements. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between *governmental funds* and *governmental activities*.

The City maintains multiple governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the City Capital Projects Fund, the Impact Fee Fund, FORA Dissolution Fund, and the Abrams B Debt Service Fund. These funds are considered to be major funds. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report. A budgetary comparison statement has been provided as required supplementary information for the General Fund to demonstrate compliance with this budget.

Proprietary Funds

The City of Marina has the following three *enterprise funds* which are proprietary funds: *The Marina Municipal Airport Fund*, *Preston Park Housing Fund* and *Abrams B Housing Fund* which are considered major funds for the City of Marina. *Enterprise funds* provide the same type of information as business-type activities in the government-wide statements.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reported in the Government-Wide financial statements because the resources of these funds are not available to support the City of Marina's own programs. The accounting for fiduciary funds is much like that used for business type activities. The City did maintain three fiduciary funds during Fiscal Year 2022/23, the FORA Dissolution Administration Fund, the Successor Agency Obligation Retirement Fund and the Successor Agency Housing Assets Fund.

NOTES TO THE FINANCIAL STATEMENTS

Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found immediately following the fund financial statements.

OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City of Marina's funding progress for its employee pension and OPEB benefit obligations. The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the *required supplementary information* on pensions and OPEB as supplementary information. The City also provides combining statements for its sub-funds that comprise the intra fund transactions included in the General Fund. An unaudited statistical section provides historical and current data on financial trends, revenue and debt capacity, demographic and economic information, and operating information.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Over time, net position may serve as an indicator of a government's financial position. In the case of the City of Marina, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$246 million at the close of the Fiscal Year 2022/2023. This represents an increase of \$21 million over the prior year.

The following table summarizes the City's ending net position:

Table 1 - Net Position (in thousands)						
	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Assets						
Current and other assets	\$ 156,341	\$ 128,307	\$ 18,588	\$ 15,699	\$ 174,929	\$ 144,006
Capital assets	89,961	85,505	84,370	86,124	174,331	171,629
Total Assets	<u>\$ 246,302</u>	<u>\$ 213,812</u>	<u>\$ 102,958</u>	<u>\$ 101,823</u>	<u>\$ 349,260</u>	<u>\$ 315,635</u>
Deferred Outflows of Resources	<u>\$ 14,506</u>	<u>\$ 7,854</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,506</u>	<u>\$ 7,854</u>
Liabilities						
Current and other liabilities	\$ 7,161	\$ 4,251	\$ 1,477	\$ 1,725	\$ 8,638	\$ 5,976
Noncurrent liabilities	59,566	35,766	35,950	35,950	95,516	71,716
Total Liabilities	<u>\$ 66,727</u>	<u>\$ 40,017</u>	<u>\$ 37,427</u>	<u>\$ 37,675</u>	<u>\$ 104,154</u>	<u>\$ 77,692</u>
Deferred Inflows of Resources	<u>\$ 5,720</u>	<u>\$ 12,776</u>	<u>\$ 8,233</u>	<u>\$ 8,222</u>	<u>\$ 13,953</u>	<u>\$ 20,998</u>
Net Position						
Net investment in capital assets	\$ 71,603	\$ 78,194	\$ 40,047	\$ 41,331	\$ 111,650	\$ 119,525
Restricted	67,646	49,491	-	-	67,646	49,491
Unrestricted	49,112	41,188	17,251	14,595	66,363	55,783
Total Net Position	<u>\$ 188,361</u>	<u>\$ 168,873</u>	<u>\$ 57,298</u>	<u>\$ 55,926</u>	<u>\$ 245,659</u>	<u>\$ 224,799</u>

Net position of the City's governmental activities increased \$19.5 million to \$188 million. Approximately 26% of net position relating to governmental activities are unrestricted, and \$112 million of the City's net position reflects its investment in capital assets, (e.g., land, buildings, general government infrastructure, equipment, etc.), less accumulated depreciation and any outstanding that was debt used to acquire or construct those assets. Capital assets represent infrastructure which provide services to citizens and are not available for

City of Marina

Management's Discussion and Analysis

future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate the liabilities. Total liabilities related to governmental activities increased by \$26.7 million mostly due to increases in pension liabilities and the issuance of certificates of participation. See note 9 for detailed information related to the pension plans, along with the required supplementary information section of this report.

Total net position of the City's business-type activities increased \$1.4 million to \$57.3 million. At the end of the current fiscal year, the City of Marina is able to report a positive balance for the government as a whole. The reasons for the overall financial changes are discussed in the following sections for governmental and business-type activities.

With total revenues for Fiscal Year 2022/2023 at \$72.4 million and total expenses at \$51.5 million, the change in net position for current activity yielded an increase of \$20.9 million. An analysis of the changes in revenues and expenses by type of significant events follows:

Table 2 - Statement of Changes in Net Position (in thousands)

Functions/Programs	Governmental		Increase (Decrease)	Business-Type		Increase (Decrease)
	2023	2022		2023	2022	
Program Revenues						
Charges for services	\$ 18,657	\$ 25,391	\$ (6,734)	\$ 13,323	\$ 12,659	\$ 664
Operating grants and contributions	3,289	5,146	(1,857)	-	-	-
Capital grants and contributions	3,020	8,178	(5,158)	489	670	(181)
Total Program Revenues	24,966	38,715	(13,749)	13,812	13,329	483
General Revenues						
Taxes	29,052	27,635	1,417	-	-	-
Investment earnings	2,881	319	2,562	367	172	195
Other revenues	1,052	629	423	233	253	(20)
Transfers	1,330	865	465	(1,330)	(865)	(465)
Gain on sale of land	-	6,323	(6,323)	-	-	-
Total General Revenues, Transfers and Special	34,315	35,771	(1,456)	(730)	(440)	(290)
Expenses						
General government	10,144	8,136	2,008	-	-	-
Public safety	14,912	14,228	684	-	-	-
Public works	2,244	2,133	111	-	-	-
Economic & community development	10,031	4,981	5,050	-	-	-
Recreation & cultural services	974	1,050	(76)	-	-	-
Interest on fiscal charges	1,488	562	926	-	-	-
Marina Municipal Airport	-	-	-	2,023	1,969	54
Preston Park Non-profit Corporation	-	-	-	6,687	7,304	(617)
Abrams B Non-profit Corporation	-	-	-	3,000	2,990	10
Total Expenses	39,793	31,090	8,703	11,710	12,263	(553)
Increase / (Decrease) in Net Position	19,488	43,396	(23,908)	1,372	626	746
Prior Period Adjustments	-	778	(778)	-	166	(166)
Net Position, Beginning of Year	168,873	124,699	44,174	55,926	55,134	792
Net Position, End of Year	\$ 188,361	\$ 168,873	\$ 19,488	\$ 57,298	\$ 55,926	\$ 1,372

Governmental Activities

As shown in the following *Statement of Changes in Net Position* schedule, the net position for governmental activities increased from \$19.5 million in the prior year to \$188.4 million in the current fiscal year. This increase is largely due to increases in investment earnings and tax revenue.

Total program revenues for governmental activities were \$25.0 million, which included \$18.7 in charges for services, \$3.3 million in operating grants and contributions and \$3.0 million in capital grants and contributions. Total program revenues from the prior year were \$38.7 million. Current year charges for services included \$13.2 million for economic and community development.

Total expenditures for governmental activities were \$39.8 million, which was an increase of \$8.7 million from the prior year of \$31.1 million.

Business-Type Activities

The City's business type activities represent the Airport, Preston Park and Abrams B enterprise operations.

Total program revenues for business-type activities were \$13.8 million and was comprised of \$13.3 in charges for services and \$489 thousand in capital grants. Total program revenues from the prior year were \$13.3 million.

Total expenses for business-type activities were \$11.7 million, which was a decrease of \$553 thousand from prior year. This is primarily due to a decrease in the operations of Preston Park during the year of \$617 thousand.

FINANCIAL ANALYSIS OF THE CITY'S GOVERNMENTAL FUNDS

As noted earlier, the City of Marina uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for particular purposes by the City of Marina's Council.

City of Marina

Management's Discussion and Analysis

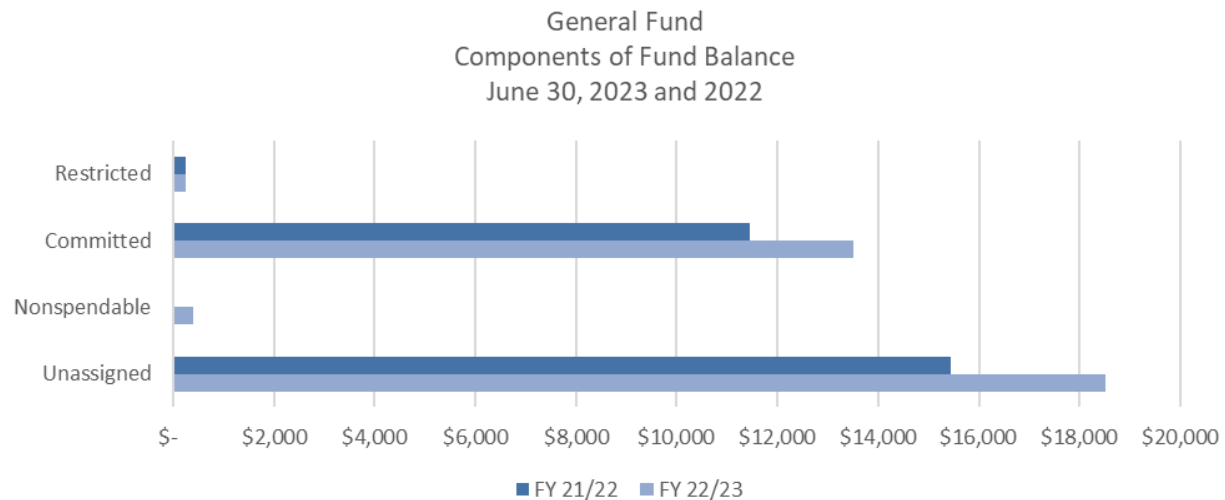
The following table summarizes the changes in fund balance of the Major Funds and Other Nonmajor Governmental Funds:

Table 3 - Summary of Changes in Fund Balance - Governmental Funds (in thousands)

	Major Funds						Total
	General Fund	City Capital Projects Fund	Impact Fee Fund	FORA Dissolution Fund	Abrams B Debt Service Fund	Nonmajor Gov't Funds	
Total Revenues	\$ 37,561	\$ 719	\$ 6,310	\$ 6,127	\$ 700	\$ 7,019	\$ 58,436
Total Expenditures	29,128	6,116	-	4,764	745	4,681	45,434
Revenues Over (Under) Expenditures	8,433	(5,397)	6,310	1,363	(45)	2,338	13,002
Other Financing Sources	-	-	-	-	-	11,839	11,839
Transfers In	5,614	3,672	69	126	-	4,313	13,794
Transfers Out	(2,379)	(441)	(2,020)	(1)	-	(7,623)	(12,464)
Net Change in Fund Balances	11,668	(2,166)	4,359	1,488	(45)	10,867	26,171
Beginning Fund Balances	32,666	29,456	20,285	19,070	463	13,743	115,683
Ending Fund Balances	<u>\$ 44,334</u>	<u>\$ 27,290</u>	<u>\$ 24,644</u>	<u>\$ 20,558</u>	<u>\$ 418</u>	<u>\$ 24,610</u>	<u>\$ 141,854</u>

General Fund – Components of Fund Balance

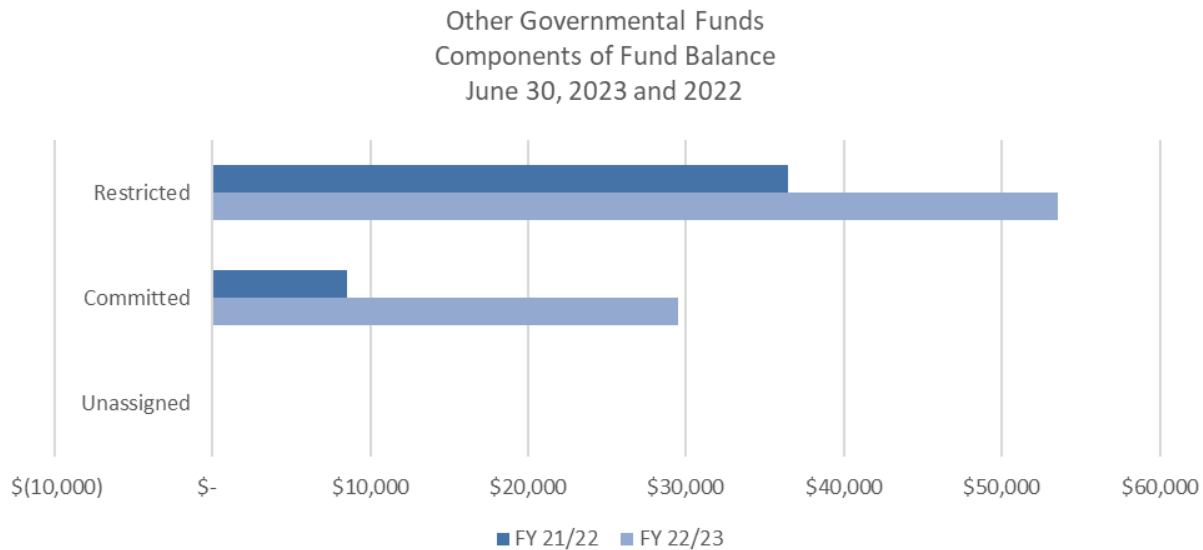
The general fund is the chief operating fund of the City of Marina. At the end of the current fiscal year, the unassigned fund balance of the general fund was \$26.8 million and the total fund balance in the General Fund increased to \$44.3 million. This is an increase in fund balance of \$11.7 million, or 36%, from the prior year. The major components of the fund balance are shown below:



City of Marina

Management's Discussion and Analysis

The following chart displays the components of fund balance for governmental funds other than the General Fund:



CAPITAL ASSETS

The City of Marina's investment in capital assets for its governmental and business-type activities as of June 30, 2023, amounts to \$174.3 million (net of accumulated depreciation). This includes net capital assets from governmental activities of \$90.0 million and net capital assets from business type activities at \$84.4 million. The total increase in the City of Marina's capital assets during the current fiscal year was approximately \$2.7 million. This includes a net increase of \$4.5 million related to Governmental Activities and a net decrease of \$1.8 million related to Business-type Activities.

The following table summarizes the City's capital assets at the end of the year:

Table 4 - Capital Assets at Year End - Net (in thousands)							
	Governmental Activities		Business-type Activities		Total		% Change
	2023	2022	2023	2022	2023	2022	
Land	\$ 22,081	\$ 22,081	\$ 36,900	\$ 36,900	\$ 58,981	\$ 58,981	0.00%
Leasehold interest	-	-	38,846	39,821	38,846	39,821	-2.45%
Buildings	29,990	29,282	4,520	4,195	34,510	33,477	3.09%
Improvements (airport and runway)	-	-	4,074	5,198	4,074	5,198	-21.62%
Equipment	591	1,472	30	10	621	1,482	-58.10%
Right of Use Assets	1,266	433	-	-	1,266	433	192.38%
Infrastructure	36,033	32,237	-	-	36,033	32,237	11.78%
Total Capital Assets, Net	\$ 89,961	\$ 85,505	\$ 84,370	\$ 86,124	\$ 174,331	\$ 171,629	1.57%

Additional detail and information on capital asset activity is described in the notes to the financial statements, Note 6.

DEBT ADMINISTRATION

During the year, Long-Term Debt from governmental activities increased by \$11.5 million, primarily due to the issuance of certificates of participation, while Long-Term Debt attributable to business-type activities did not change. The following table summarizes the City's debt at the end of the year:

Table 5 - Outstanding Long-Term Debt at Year End (in thousands)

	Governmental Activities		
	2023	2022	% Change
2015 General Obligation Refunding Bonds	\$ 6,135	\$ 6,430	-4.59%
2016 Abrams B Housing Revenue Bonds	8,650	9,115	-5.10%
Certificate of Participation	11,481	-	100.00%
Leases	760	610	24.59%
Subscriptions	636	-	100.00%
Total outstanding long-term debt	<u>\$ 27,662</u>	<u>\$ 16,155</u>	71.23%
	Business-type Activities		
	2023	2022	% Change
Berkeley Capital Loan	<u>\$ 35,950</u>	<u>\$ 35,950</u>	0.00%

Additional detail and information on long-term debt activity is described in the notes to the financial statements, Note 7.

GENERAL FUND BUDGETARY HIGHLIGHTS

Changes from the City's General Fund original budget to the final budget are detailed in the *Required Supplementary Information* section along with a comparison to actual activity for the year ended. In Fiscal Year 2022/23, the City originally estimated that a \$1.3 million deficit change in fund balance which would decrease overall fund balance. This "drawdown" from fund balance was needed to maintain normal operations, however due to increased performance in revenues, and decreased spending, the City ended the year with a positive change in fund balance without the use reserves.

Revenues

The General Fund adopted and final revenue budgets were \$25.3 and \$30.5 million. A review of the 2022/2023 budget shows actual revenues recorded were \$37.6 million. In this fiscal year the City received \$3 million more in taxes and assessments, \$2.2 million more in licenses and fees, and \$1.0 million more in investment earnings than what was budgeted.

Expenditures

The General Fund adopted expenditure budget was \$26.6 million and the final budget was \$29.5 million. Actual expenditures totaled \$29.1 million. The budgetary variance is primarily related to savings within the general government, public works, economic and community development, recreation and cultural service departments; as well as capital outlay.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The City of Marina is a small coastal community located in Monterey County. While the City benefits from tourism, approximately 52% of the General Fund revenues come from property tax and sales tax, with transient occupancy tax representing 12% of the Fiscal Year 2022/2023 revenues. The City has a strong retail presence, which serves Marina residents, as well as the surrounding communities. This includes major retailers such as Walmart, Target, Best Buy, and REI; along with grocery stores, specialty shopping, and diverse dining opportunities. Planned growth includes the addition of the Dunes Promenade, a vibrant, new development which includes specialty retail stores, restaurants, offices, and living spaces; and the expansion of the Joby Aviation manufacturing facility.

In Fiscal Year 2021/2022 and Fiscal Year 2022/2023, the City benefitted from strong economic performance with on-going revenues exceeding operating expenditures, and a one-time land sale to a major developer. The Fiscal Year 2023/2024 and 2024/25 Budget was developed with conservative optimism. At the time of the budget adoption, the Fiscal Year 2023/2024 General Fund revenues were projected to be \$33.7 million, with operating expenditures of \$33.4 million. While this represents a structurally balanced budget, the City appropriated \$19.5 million of the \$26.8 million unassigned fund balance to support Council priorities and one-time costs. This includes a planned drawdown to support capital purchases of approximately \$730,000; and capital project and one-time transfers of \$18.8 million. The \$18.8 million transfer reflects the following items:

City capital projects	\$12,980,000
Contribution to airport capital projects	30,000
Measure X street-related projects	1,000,000
Vehicle reserve contribution	750,000
Pension stabilization contribution	2,000,000
Groundwater litigation	2,000,000
Total	\$18,760,000

The Council is also very dedicated to maintaining strong financial practices. It has adopted Resolution 2012-46, which states that the City will maintain a structurally balanced budget and the manner that will be achieved. The Council is aware that there could be changes to the local economy. As a result, the Council has set aside reserves, currently benchmarked at 18% of annual revenues, to address unanticipated financial challenges. The Fiscal Year 2023/2024 and 2024/25 Budget was adopted with funds set aside to meet the reserve requirements.

REQUEST FOR FINANCIAL INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives and spends. If you have questions about this report or need additional financial information, contact the City of Marina, Finance Department, 211 Hillcrest Avenue, Marina, California, 93933 or by calling 831-884-1221.



BASIC FINANCIAL STATEMENTS

City of Marina
Statement of Net Position
June 30, 2023

	Governmental Activities	Business- Type Activities	Total
ASSETS			
Current Assets:			
Cash and investments	\$ 128,945,279	\$ 16,280,070	\$ 145,225,349
Restricted cash and investments	12,967,000	-	12,967,000
Accounts receivable	4,873,586	212,867	5,086,453
Interest receivable	-	4,914	4,914
Prepaid expenses	-	1,828,211	1,828,211
Inventory	-	55,782	55,782
Leases receivable	-	960,534	960,534
Internal balances	8,372,917	(8,372,917)	-
Total Current Assets	155,158,782	10,969,461	166,128,243
Noncurrent Assets:			
Notes receivable	23,734	-	23,734
Leases receivable	1,158,520	7,618,814	8,777,334
Capital Assets:			
Nondepreciable	22,080,651	36,900,000	58,980,651
Depreciable, net of accumulated depreciation	67,880,023	47,470,208	115,350,231
Total Capital Assets, Net	89,960,674	84,370,208	174,330,882
Total Noncurrent Assets	91,142,928	91,989,022	183,131,950
Total Assets	\$ 246,301,710	\$ 102,958,483	\$ 349,260,193
DEFERRED OUTFLOWS OF RESOURCES			
Pension Adjustments	\$ 13,155,702	\$ -	\$ 13,155,702
OPEB Adjustments	1,351,093	-	1,351,093
Total Deferred Outflows of Resources	\$ 14,506,795	\$ -	\$ 14,506,795
LIABILITIES			
Current Liabilities:			
Accounts payable	\$ 3,081,568	\$ 27,061	\$ 3,108,629
Accrued payroll and benefits	560,777	30,803	591,580
Accrued liabilities	-	1,249,744	1,249,744
Deposits and other liabilities	1,315,699	169,947	1,485,646
Interest payable	308,558	-	308,558
Compensated absences, due within one year	368,606	-	368,606
Long-term debt, due within one year	1,525,732	-	1,525,732
Total Current Liabilities	7,160,940	1,477,555	8,638,495
Noncurrent Liabilities:			
Net pension liability	27,228,646	-	27,228,646
Net OPEB liability	5,095,895	-	5,095,895
Compensated absences, due in more than one year	1,105,817	-	1,105,817
Loans payable, due in more than one year	26,135,764	35,950,000	62,085,764
Total Noncurrent Liabilities	59,566,122	35,950,000	95,516,122
Total Liabilities	\$ 66,727,062	\$ 37,427,555	\$ 104,154,617
DEFERRED INFLOWS OF RESOURCES			
Pension Adjustments	\$ 1,955,467	\$ -	\$ 1,955,467
Leases Receivable	849,351	8,232,666	9,082,017
Total Deferred Inflows of Resources	\$ 5,720,212	\$ 8,232,666	\$ 13,952,878
NET POSITION			
Net investment in capital assets	\$ 71,602,733	\$ 40,047,291	\$ 111,650,024
Restricted for:			
Transportation	984,199	-	984,199
Streets & special districts	1,934,372	-	1,934,372
Community development	45,624,479	-	45,624,479
Recreation	364,363	-	364,363
Capital projects	6,700,604	-	6,700,604
Debt service	11,802,592	-	11,802,592
Other	235,038	-	235,038
Total Restricted	67,645,647	-	67,645,647
Unrestricted	49,112,851	17,250,971	66,363,822
Total Net Position	\$ 188,361,231	\$ 57,298,262	\$ 245,659,493

The accompanying notes are an integral part of these financial statements.

City of Marina
Statement of Activities
For the Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business- Type Activities	Total
Primary Government:							
Governmental Activities:							
General government	\$ 10,144,291	\$ 4,967,751	\$ 2,736,120	\$ -	\$ (2,440,420)		\$ (2,440,420)
Public safety	14,912,300	356,363	446,669	-	(14,109,268)		(14,109,268)
Public works	2,244,348	-	5,694	539,954	(1,698,700)		(1,698,700)
Economic & community development	10,030,796	13,214,227	-	2,480,533	5,663,964		5,663,964
Recreation & cultural services	974,459	118,473	100,052	-	(755,934)		(755,934)
Interest and fiscal charges	1,487,548	-	-	-	(1,487,548)		(1,487,548)
Total Governmental Activities	\$ 39,793,742	\$ 18,656,814	\$ 3,288,535	\$ 3,020,487	(14,827,906)		(14,827,906)
Business-Type Activities:							
Marina Municipal Airport	\$ 2,023,224	\$ 2,154,934	\$ -	\$ 489,473		621,183	621,183
Preston Park Non-profit Corporation	6,687,201	7,388,417	-	-		701,216	701,216
Abrams B Non-profit Corporation	2,999,833	3,779,079	-	-		779,246	779,246
Total Business-Type Activities	\$ 11,710,258	\$ 13,322,430	\$ -	\$ 489,473		2,101,645	2,101,645
General Revenues:							
Taxes:							
Property taxes					5,182,526	-	5,182,526
Sales taxes					11,111,996	-	11,111,996
Franchise taxes					1,349,123	-	1,349,123
Transient occupancy tax					4,584,644	-	4,584,644
Gas taxes					1,015,025	-	1,015,025
Property Tax in-lieu of VLF					5,241,930	-	5,241,930
Other taxes					567,023	-	567,023
Total taxes					29,052,267	-	29,052,267
Grants not restricted to a program					254,442	-	254,442
Investment earnings					2,881,166	367,665	3,248,831
Other revenues					797,598	232,584	1,030,182
Total General Revenues					32,985,473	600,249	33,585,722
Transfers					1,330,305	(1,330,305)	-
Total General Revenues, Special Items and Transfers					34,315,778	(730,056)	33,585,722
Change in Net Position					19,487,872	1,371,589	20,859,461
Net Position - Beginning of Year					168,873,359	55,926,673	224,800,032
Net Position - End of Year					\$ 188,361,231	\$ 57,298,262	\$ 245,659,493

The accompanying notes are an integral part of these financial statements.

GOVERNMENTAL FUND FINANCIAL STATEMENTS

The **General Fund** is the City's primary operating fund. This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. For the City, the general fund includes such activities such as public safety, public ways and facilities, parks and recreation services, and economic development services.

The **City Capital Projects** fund is used to account for the City's major capital projects.

The **Impact Fee Fund** accounts for impact fees imposed on new development as permitted by law, and related impact remediation costs. Remediation costs are not accounted for within this fund, but are recorded as transfers to the Capital Projects Fund, where remediation project costs are accumulated.

The **FORA Dissolution Fund** is used to account for resources received from the Fort Ord Reuse Authority upon dissolution for Community Development and Habitat Management.

The **Abrams B Debt Service Fund** is used to account for resources restricted to retirement of Abrams B Bonds principal and interest and the payment of those debt obligations.

City of Marina
Balance Sheet
Governmental Funds
June 30, 2023

	Major Funds						Total Governmental Funds
	General Fund	City Capital Projects Fund	Impact Fee Fund	FORA Dissolution Fund	Abrams B Debt Service Fund	Nonmajor Governmental Funds	
ASSETS							
Cash and investments	\$ 43,260,383	\$ 28,716,007	\$ 24,556,640	\$ 20,631,359	\$ -	\$ 11,780,890	\$ 128,945,279
Restricted cash and investments	235,038	-	-	-	418,074	12,313,888	12,967,000
Accounts receivable	3,858,912	166,952	87,559	76,699	-	683,464	4,873,586
Advances to other funds	-	-	-	-	8,372,917	-	8,372,917
Notes receivable	23,734	-	-	-	-	529,929	553,663
Leases receivable	1,158,520	-	-	-	-	-	1,158,520
Total assets	\$ 48,536,587	\$ 28,882,959	\$ 24,644,199	\$ 20,708,058	\$ 8,790,991	\$ 25,308,171	\$ 156,870,965
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 1,184,453	\$ 1,592,392	\$ -	\$ 150,207	\$ -	\$ 154,516	\$ 3,081,568
Accrued payroll and benefits	552,854	1,063	-	-	-	6,860	560,777
Deposits and other liabilities	1,309,299	-	-	-	-	6,400	1,315,699
Total liabilities	3,046,606	1,593,455	-	150,207	-	167,776	4,958,044
Deferred Inflows of Resources:							
Leases receivable	849,351	-	-	-	-	-	849,351
Unavailable revenues	307,042	-	-	-	8,372,917	529,929	9,209,888
Total deferred inflows of resources	1,156,393	-	-	-	8,372,917	529,929	10,059,239
Fund Balances:							
Nonspendable							
Leases receivable	309,169	-	-	-	-	-	309,169
Restricted:							
Transportation	-	-	-	-	-	984,199	984,199
Streets & special districts	-	-	-	-	-	1,934,372	1,934,372
Housing	-	-	-	-	-	1,841,483	1,841,483
Community development	-	-	24,644,199	20,557,851	-	422,429	45,624,479
Recreation	-	-	-	-	-	364,363	364,363
Capital projects	-	-	-	-	-	6,700,604	6,700,604
Debt service	-	-	-	-	418,074	12,315,156	12,733,230
Other	235,038	-	-	-	-	-	235,038
Total restricted	235,038	-	24,644,199	20,557,851	418,074	24,562,606	70,417,768
Committed:							
Capital projects	-	27,289,504	-	-	-	-	27,289,504
Public education	-	-	-	-	-	48,337	48,337
Emergency Reserve	5,967,235	-	-	-	-	-	5,967,235
Facilities Repairs	500,000	-	-	-	-	-	500,000
Compensated Absences	400,000	-	-	-	-	-	400,000
Community Improvements	641,268	-	-	-	-	-	641,268
Fire Truck Purchase	1,889,888	-	-	-	-	-	1,889,888
Vehicle & Equipment Replacement	4,118,143	-	-	-	-	-	4,118,143
OPEB	200,000	-	-	-	-	-	200,000
Pension Stabilization	3,000,000	-	-	-	-	-	3,000,000
Library Maintenance	253,606	-	-	-	-	-	253,606
Total committed	16,970,140	27,289,504	-	-	-	48,337	44,307,981
Unassigned	26,819,241	-	-	-	-	(477)	26,818,764
Total fund balances	44,333,588	27,289,504	24,644,199	20,557,851	418,074	24,610,466	141,853,682
Total liabilities, deferred inflows of resources and fund balances	\$ 48,536,587	\$ 28,882,959	\$ 24,644,199	\$ 20,708,058	\$ 8,790,991	\$ 25,308,171	\$ 156,870,965

The accompanying notes are an integral part of these financial statements.

City of Marina
**Reconciliation of the Government Funds Balance Sheet
to the Government-Wide Statement of Net Position
June 30, 2023**

Total Fund Balances - Total Governmental Funds \$ 141,853,682

Amounts reported for governmental activities in the statement of net position were different because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. The capital assets were adjusted as follows:

Capital assets	130,285,093
Less: accumulated depreciation	(40,324,419)
Total Capital Assets	<u>89,960,674</u>

Interest payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in Governmental Funds Balance Sheet. (308,558)

The differences from benefit plan assumptions and estimates versus actuals are not included in the plan's actuarial study until the next fiscal year and are reported as deferred inflows or deferred outflows of resources in the statement of net position. 9,635,934

Liabilities were reported for certain revenues that were not available to pay current period expenditures and were reported as deferred inflows of resources in the fund statements. 8,679,959

Long-term obligations were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet. The long-term liabilities were adjusted as follows:

Long-term debt	(27,661,496)
Compensated absences	(1,474,423)
Net pension liability	(27,228,646)
Total OPEB liability	<u>(5,095,895)</u>
Total Long-Term Obligations	<u>(61,460,460)</u>

Net Position of Governmental Activities \$ 188,361,231

The accompanying notes are an integral part of these financial statements.

City of Marina

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2023

	Major Funds						Total Governmental Funds
	General Fund	City Capital Projects Fund	Impact Fee Fund	FORA Dissolution Fund	Abrams B Debt Service Fund	Nonmajor Governmental Funds	
REVENUES							
Taxes and assessments	\$26,010,177	\$ -	\$ -	\$ -	\$ -	\$ 3,042,089	\$ 29,052,266
Licenses, permits and fees	4,383,208	-	-	2,999,151	-	-	7,382,359
Fines and forfeitures	100,419	-	-	-	-	-	100,419
Intergovernmental	557,506	546,158	-	-	-	3,179,291	4,282,955
Charges for services	4,936,215	126,994	5,874,595	-	-	72,496	11,010,300
Investment earnings	1,350,285	-	435,018	409,264	11,803	674,796	2,881,166
Local contributions	38,710	7,500	-	2,718,775	-	-	2,764,985
Other revenue	184,579	38,744	-	-	688,013	50,000	961,336
Total Revenues	37,561,099	719,396	6,309,613	6,127,190	699,816	7,018,672	58,435,786
EXPENDITURES							
Current:							
General government	9,272,766	-	-	-	-	1,153	9,273,919
Public safety	13,228,179	-	-	-	-	-	13,228,179
Public works	1,571,952	-	-	-	-	513,051	2,085,003
Economic & community development	3,563,860	-	-	4,763,885	-	113,339	8,441,084
Recreation & cultural services	859,791	-	-	-	-	5,735	865,526
Capital outlay	49,376	6,116,166	-	-	-	2,417,174	8,582,716
Debt service							
Principal	520,664	-	-	-	465,000	615,000	1,600,664
Interest and fiscal charges	61,993	-	-	-	279,724	1,015,475	1,357,192
Total Expenditures	29,128,581	6,116,166	-	4,763,885	744,724	4,680,927	45,434,283
Excess (Deficiency) of Revenues over Expenditures	8,432,518	(5,396,770)	6,309,613	1,363,305	(44,908)	2,337,745	13,001,503
OTHER FINANCING SOURCES (USES)							
Transfers in	5,614,337	3,671,476	69,520	125,858	-	4,312,842	13,794,033
Transfers out	(2,379,313)	(440,897)	(2,020,000)	(933)	-	(7,622,585)	(12,463,728)
Proceeds from debt issuance	-	-	-	-	-	10,870,000	10,870,000
Proceeds from debt premiums	-	-	-	-	-	969,415	969,415
Total Other Financing Sources (Uses)	3,235,024	3,230,579	(1,950,480)	124,925	-	8,529,672	13,169,720
Net Change in Fund Balances	11,667,542	(2,166,191)	4,359,133	1,488,230	(44,908)	10,867,417	26,171,223
Fund Balances Beginning	32,666,046	29,455,695	20,285,066	19,069,621	462,982	13,743,049	115,682,459
Fund Balances Ending	<u>\$44,333,588</u>	<u>\$27,289,504</u>	<u>\$24,644,199</u>	<u>\$20,557,851</u>	<u>\$ 418,074</u>	<u>\$ 24,610,466</u>	<u>\$ 141,853,682</u>

The accompanying notes are an integral part of these financial statements.

City of Marina

**Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Government-Wide
Statement of Activities
For the Year Ended June 30, 2023**

Net Change in Fund Balances - Total Governmental Funds	\$ 26,171,223
Amounts reported for governmental activities in the Statement of Activities and Changes in net position were different because:	
Governmental Funds report capital outlay as expenditures. However, in the Government-Wide Statement of Activities and Changes in net position, the cost of those assets was allocated over their estimated useful lives as depreciation expense.	
Capital asset additions	6,690,303
Depreciation expense	(3,541,241)
The governmental funds report debt proceeds as an other financing source, while repayment of debt principal is reported as an expenditure. The net effect of these differences in the treatment of long-term debt and related items is as follows:	
Repayment of bond principal	1,080,000
Proceeds from debt issuance	(10,870,000)
Repayment of lease liabilities	388,110
Repayment of subscription liabilities	132,554
Premiums from the issuance of long-term debt are amortized over the life of the bonds in the Statement of Activities and reported as proceeds when issued in governmental funds.	(930,638)
Compensated absences not required to be paid with current financial resources are not reported in the governmental funds, but are accrued as noncurrent liabilities in the Government Wide Statement Net Position. The change from prior year accrued compensated absences is reported in the applicable program expense.	130,100
Certain revenues were not recorded or recorded as unearned revenue in the governmental funds because they did not meet the revenue recognition criteria of availability. However, they were included as revenue in the Government-Wide Statement of Activities under the full accrual basis.	(484,477)
In governmental funds, actual contributions to benefit plans are reported as expenditures in the year incurred. However, in the government-wide statement of activities, only the current year benefit expense as noted in the plans' valuation reports is reported as an expense, as adjusted for deferred inflows and outflows of resources.	1,193,634
Certain expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in the fund statements as follows:	
Other postemployment benefits	(302,563)
Interest expense on long-term debt was reported in the Government-Wide Statement of Activities and Changes in net position, but it did not require the use of current financial resources. Therefore, interest expense was not reported as expenditures in governmental funds. The following amount represented the net change in accrued interest from from prior year.	(169,133)
Change in Net Position of Governmental Activities	\$ 19,487,872

The accompanying notes are an integral part of these financial statements.

PROPRIETARY FUND FINANCIAL STATEMENTS

The *Marina Municipal Airport Operating Fund* is used to account for all financial transactions relating to City's airport.

The *Preston Park Housing Fund* is used to account for the operations of the Preston Park apartments.

The *Abrams B Housing Fund* is used to account for the operations of the Abrams B apartments.

City of Marina
Statement of Net Position
Proprietary Funds
June 30, 2023

	Business-Type Activities Enterprise Funds			
	Marina Municipal Airport Fund	Preston Park Housing Fund	Abrams B Housing Fund	Total
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 1,552,151	\$ -	\$ 1,017,434	\$ 2,569,585
Cash with fiscal agent	-	11,096,057	2,614,428	13,710,485
Accounts receivable, net	78,576	47,305	86,986	212,867
Interest receivable	4,914	-	-	4,914
Prepaid expenses:				
Replacement reserves	-	237,931	1,277,895	1,515,826
Insurance escrow	-	74,077	29,651	103,728
Tax escrow	-	119,146	-	119,146
Other	-	-	89,511	89,511
Leases receivable	960,534	-	-	960,534
Inventory	55,782	-	-	55,782
Total current assets	2,651,957	11,574,516	5,115,905	19,342,378
Noncurrent assets:				
Leases receivable	7,618,814	-	-	7,618,814
Capital assets:				
Nondepreciable assets	36,900,000	-	-	36,900,000
Depreciable, net	8,624,756	29,841,292	9,004,160	47,470,208
Total capital assets, net	45,524,756	29,841,292	9,004,160	84,370,208
Total noncurrent assets	53,143,570	29,841,292	9,004,160	91,989,022
Total assets	\$ 55,795,527	\$ 41,415,808	\$ 14,120,065	\$ 111,331,400
LIABILITIES				
Current liabilities:				
Accounts payable	\$ 27,061	\$ -	\$ -	\$ 27,061
Accrued salaries and benefits	30,803	-	-	30,803
Accrued liabilities	-	895,798	353,946	1,249,744
Deposits and other liabilities	169,947	-	-	169,947
Total current liabilities	227,811	895,798	353,946	1,477,555
Noncurrent liabilities:				
Advances from other funds	-	-	8,372,917	8,372,917
Loans payable, due in more than one year	-	35,950,000	-	35,950,000
Total noncurrent liabilities	-	35,950,000	8,372,917	44,322,917
Total liabilities	\$ 227,811	\$ 36,845,798	\$ 8,726,863	\$ 45,800,472
DEFERRED INFLOWS OF RESOURCES				
Leases receivable	\$ 8,232,666	\$ -	\$ -	\$ 8,232,666
Total deferred inflows of resources	\$ 8,232,666	\$ -	\$ -	\$ 8,232,666
NET POSITION				
Net Investment in capital assets	\$ 45,524,756	\$ (6,108,708)	\$ 631,243	\$ 40,047,291
Unrestricted	1,810,294	10,678,718	4,761,959	17,250,971
Total net position	\$ 47,335,050	\$ 4,570,010	\$ 5,393,202	\$ 57,298,262

The accompanying notes are an integral part of these financial statements.

City of Marina

Statement of Revenues, Expenses and Changes in Fund Net Position

Proprietary Funds

For the Year Ended June 30, 2023

	Business-Type Activities Enterprise Funds			
	Marina Municipal Airport Fund	Preston Park Housing Fund	Abrams B Housing Fund	Total
OPERATING REVENUES				
Rental income	\$ 1,682,313	\$ 7,388,417	\$ 3,779,079	\$ 12,849,809
Sale of fuel	472,621	-	-	472,621
Other revenue	22,897	41,451	168,236	232,584
Total operating revenues	<u>2,177,831</u>	<u>7,429,868</u>	<u>3,947,315</u>	<u>13,555,014</u>
OPERATING EXPENSES				
Salaries & benefits	299,922	-	-	299,922
Service and supplies	140,622	1,540,996	845,818	2,527,436
Repairs and maintenance	178,512	693,916	927,531	1,799,959
Aviation fuel cost of sales	400,188	-	-	400,188
Utilities	237,519	212,580	169,317	619,416
Taxes	36,137	277,392	91,456	404,985
Rent	-	1,742,671	420,000	2,162,671
Depreciation and amortization	730,324	707,000	268,665	1,705,989
Total operating expenses	<u>2,023,224</u>	<u>5,174,555</u>	<u>2,722,787</u>	<u>9,920,566</u>
Operating income (loss)	<u>154,607</u>	<u>2,255,313</u>	<u>1,224,528</u>	<u>3,634,448</u>
NONOPERATING REVENUES(EXPENSES)				
Interest expense	-	(1,512,646)	(277,046)	(1,789,692)
Investment earnings	200,396	151,932	15,337	367,665
Total nonoperating revenues(expenses)	<u>200,396</u>	<u>(1,360,714)</u>	<u>(261,709)</u>	<u>(1,422,027)</u>
Income (loss) before transfers	<u>355,003</u>	<u>894,599</u>	<u>962,819</u>	<u>2,212,421</u>
CONTRIBUTIONS AND TRANSFERS				
Capital contributions	489,473	-	-	489,473
Transfers in	46,682	-	-	46,682
Transfers out	(1,376,987)	-	-	(1,376,987)
Net contributions and transfers	<u>(840,832)</u>	<u>-</u>	<u>-</u>	<u>(840,832)</u>
Change in net position	<u>(485,829)</u>	<u>894,599</u>	<u>962,819</u>	<u>1,371,589</u>
Total net position - beginning	<u>47,820,879</u>	<u>3,675,411</u>	<u>4,430,383</u>	<u>55,926,673</u>
Total net position - ending	<u>\$ 47,335,050</u>	<u>\$ 4,570,010</u>	<u>\$ 5,393,202</u>	<u>\$ 57,298,262</u>

The accompanying notes are an integral part of these financial statements.

City of Marina
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2023

	Business-Type Activities Enterprise Funds			
	Marina Municipal Airport Fund	Preston Park Housing Fund	Abrams B Housing Fund	Total
Cash flows from operating activities:				
Receipts from customers	\$ 2,126,903	\$ 7,784,760	\$ 3,912,248	\$ 13,823,911
Payments to suppliers	(1,097,232)	(4,465,797)	(2,522,438)	(8,085,467)
Payments to employees	(288,075)	-	-	(288,075)
Net cash provided (used) by operating activities	741,596	3,318,963	1,389,810	5,450,369
Cash flows from noncapital financing activities:				
Interfund transactions	(1,330,305)	-	-	(1,330,305)
Net cash provided (used) by noncapital financing activities	(1,330,305)	-	-	(1,330,305)
Cash flows from capital financing activities:				
Acquisition of capital assets	48,129	-	-	48,129
Proceeds from capital contributions	489,473	-	-	489,473
Principal payments on long-term debt	-	-	(470,833)	(470,833)
Interest paid on long-term debt	-	(1,512,646)	(277,046)	(1,789,692)
Net cash provided (used) by capital financing activities	537,602	(1,512,646)	(747,879)	(1,722,923)
Cash flows from investing activities:				
Investment income received	197,194	151,932	15,337	364,463
Net cash provided (used) by investing activities	197,194	151,932	15,337	364,463
Net increase (decrease) in cash and cash equivalents	146,087	1,958,249	657,268	2,761,604
Cash and cash equivalents - beginning	1,406,064	9,137,808	2,974,594	13,518,466
Cash and cash equivalents - ending	\$ 1,552,151	\$ 11,096,057	\$ 3,631,862	\$ 16,280,070
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating income (loss)	\$ 154,607	\$ 2,255,313	\$ 1,224,528	\$ 3,634,448
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Depreciation	730,324	707,000	268,665	1,705,989
Changes in operating assets and liabilities:				
Accounts receivables	60,945	306,407	186,499	553,851
Prepaid expenses	-	1,758	(68,316)	(66,558)
Inventory	10,015	-	-	10,015
Leases receivable	(151,329)	-	-	(151,329)
Accounts payable	(114,269)	-	-	(114,269)
Accrued salaries and benefits	11,847	-	-	11,847
Accrued liabilities	-	48,485	(221,566)	(173,081)
Deferred inflows of resources	10,935	-	-	10,935
Deposits and other liabilities	28,521	-	-	28,521
Net cash provided (used) by operating activities	\$ 741,596	\$ 3,318,963	\$ 1,389,810	\$ 5,450,369

The accompanying notes are an integral part of these financial statements.

FIDUCIARY FUND FINANCIAL STATEMENTS

Private-Purpose Trust Funds

The *FORA Dissolution Administration Fund* is used to account for the long-term debt and debt service issued by FORA prior to its dissolution which is administered by the City and held in Trust.

The Successor Agency Private Purpose Trust Funds includes the *Successor Agency Obligation Retirement Fund* and the *Successor Agency Housing Assets Fund*. The Successor Agency was created as a result of the State order to dissolve California Redevelopment Agencies. These funds are used to track the activities by the Successor Agency Oversight Board and the City's Department of Finance in relation to the remaining assets and liabilities of the Successor Agency. The Housing Successor is governed by the City of Marina City Council and is obligated to use the Housing Successor Agency's assets according to Redevelopment law for low and moderate-income housing.

City of Marina
Statement of Net Position
Fiduciary Funds
June 30, 2023

	FORA Dissolution Administration Fund	Successor Agency Obligation Retirement Fund	Successor Agency Housing Assets Fund	Total
ASSETS				
Cash and investments	\$ -	\$ 5,009,367	\$ 201,799	\$ 5,211,166
Restricted cash and investments with fiscal agents	4,172,136	3,472,823	-	7,644,959
Accounts receivable	-	312,109	948	313,057
Prepaid expenses	-	6,888	-	6,888
Capital assets, land	-	-	900,000	900,000
Total assets	<u>\$ 4,172,136</u>	<u>\$ 8,801,187</u>	<u>\$ 1,102,747</u>	<u>\$ 14,076,070</u>
LIABILITIES				
Accounts payable	\$ 260,586	\$ 5,602	\$ 204	\$ 266,392
Accrued salaries and benefits	-	11,187	635	11,822
Interest payable	-	539,476	-	539,476
Deposits and other liabilities	-	456,534	-	456,534
Noncurrent liabilities:				
Due within on year	1,415,000	715,000	-	2,130,000
Due in more than one year	26,435,887	35,516,466	-	61,952,353
Total liabilities	<u>\$ 28,111,473</u>	<u>\$ 37,244,265</u>	<u>\$ 839</u>	<u>\$ 65,356,577</u>
NET POSITION				
Held in trust for private purposes	<u>\$ (23,939,337)</u>	<u>\$ (28,443,078)</u>	<u>\$ 1,101,908</u>	<u>\$ (51,280,507)</u>

The accompanying notes are an integral part of these financial statements.

City of Marina
Statement of Changes in Net Position
Fiduciary Funds
For the Year Ended June 30, 2023

	FORA Dissolution Administration Fund	Successor Agency Obligation Retirement Fund	Successor Agency Housing Assets Fund	Total
ADDITIONS				
Property taxes	\$ 3,488,617	\$ 2,894,258	\$ -	\$ 6,382,875
Property tax in-lieu	-	29,139	-	29,139
Investment earnings	37,897	149,406	2,948	190,251
Other revenue	2,080	-	-	2,080
Total additions	<u>3,528,594</u>	<u>3,072,803</u>	<u>2,948</u>	<u>6,604,345</u>
DEDUCTIONS				
Program costs	11,938	2,599,836	-	2,611,774
Legal and professional fees	1,925	212,015	-	213,940
Employee costs	-	-	13,683	13,683
Occupancy and operating costs	-	11,446	-	11,446
Payments to other agencies	938,433	-	-	938,433
Payments to the City of Marina	2,718,775	-	-	2,718,775
Interest and fiscal charges	1,052,114	13,448,647	-	14,500,761
Total deductions	<u>4,723,185</u>	<u>16,271,944</u>	<u>13,683</u>	<u>21,008,812</u>
Change in net position	(1,194,591)	(13,199,141)	(10,735)	(14,404,467)
Total net position - beginning	<u>(22,744,746)</u>	<u>(15,243,937)</u>	<u>1,112,643</u>	<u>(36,876,040)</u>
Total net position - ending	<u>\$ (23,939,337)</u>	<u>\$ (28,443,078)</u>	<u>\$ 1,101,908</u>	<u>\$ (51,280,507)</u>

The accompanying notes are an integral part of these financial statements.



**NOTES TO THE BASIC
FINANCIAL STATEMENTS**

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Marina, California, (the City) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Boards (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Financial Reporting Entity

As required by GAAP, these basic financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The City Council acts as the governing board. In addition, the City staff performs all administrative and accounting functions for these entities and these entities provide their services entirely to the City. Blended component units, although legally separate entities are, in substance, part of the City's operations and data from these units are combined with data of the City. Each blended component unit has a June 30 year-end. The following entities are reported as blended component units:

Abrams B Non-Profit Corporation

The Abrams B Non-Profit Corporation was formed to account for operations of a 192-unit multi-family housing development known as Abrams B Apartments under a 50-year ground lease from the City of Marina, the owners of the property. The ground lease is reported as a capital asset "leasehold interest" on the balance sheet of the Abrams B Housing Fund. Although a legally separate entity, the Corporation is reported on a blended basis as part of the primary government.

Preston Park Sustainable Community Non-Profit Corporation

The Preston Park Sustainable Community Non-Profit Corporation (the Property) was formed to account for operations of a 354unit multi-family apartment complex known as Preston Park. The Property is owned by the City of Marina. Although a legally separate entity, the Property is reported on a blended basis as part of the primary government.

The City applies all applicable GASB pronouncements for certain accounting and financial reporting guidance. In December of 2010, GASB issued Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. GASB 62 incorporates pronouncements issued on or before November 30, 1989 into GASB authoritative literature. In June of 2015, GASB issued Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*. GASB 76 supersedes Statement No. 55, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*. GASB 76 also amends GASB 62 and AICPA Pronouncements paragraphs 64, 74, and 82. The GAAP hierarchy sets forth what constitutes GAAP for all state and local governmental entities. It establishes the order of priority of pronouncements and other sources of accounting and financial reporting guidance that a governmental entity should apply. The sources of authoritative GAAP are categorized in descending order of authority as follows:

- a. Officially established accounting principles—Governmental Accounting Standards Board (GASB) Statements (Category A)
- b. GASB Technical Bulletins; GASB Implementation Guides; and literature of the AICPA cleared by the GASB (Category B).

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

If the accounting treatment for a transaction or other event is not specified by a pronouncement in Category A, a governmental entity should consider whether the accounting treatment is specified by a source in Category B.

B. Basis of Presentation, Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures or expenses, as appropriate. These funds are established for the purpose of carrying out specific activities or certain objectives in accordance with specific regulations, restrictions, or limitations. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The City's government-wide financial statements include a *Statement of Net Position* and a *Statement of Activities and Changes in Net Position*. These statements present summaries of governmental and business-type activities for the City. Fiduciary activities of the City are not included in these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

These statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets, deferred outflows of resources, liabilities, deferred inflows of resources, are included in the accompanying *Statement of Net Position*. The *Statement of Activities* presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment. Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the fiduciary funds are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. Certain eliminations have been made as prescribed by GASB Statement No. 34 in-regards-to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Transfers in/Transfers out

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

The City applies all applicable GASB pronouncements including all Interpretations currently in effect.

Governmental Fund Financial Statements

Governmental fund financial statements include a *Balance Sheet* and a *Statement of Revenues, Expenditures and Changes in Fund Balances* for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that met the applicable criteria.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are included on the balance sheets. The *Statement of Revenues, Expenditures and Changes in Fund Balances* present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (up to 60 days after year-end) are recognized when due. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, taxpayer-assessed tax revenues (sales taxes, transient occupancy taxes, etc.), licenses, grant revenues and earnings on investments. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Unearned revenues arise when potential revenues do not meet both the "measurable" and "available" criteria for recognition in the current period. Unearned revenues also arise when the government receives resources before it has a legal claim to them, as when grant monies are received prior to incurring qualifying expenditures. In subsequent periods when both revenue recognition criteria are met or when the government has a legal claim to the resources, the unearned revenue is removed from the combined balance sheet and revenue is recognized.

The City reports the following funds as major funds:

General Fund

The General Fund is the City's primary operating fund. This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. For the City, the general fund includes such activities such as public safety, public ways and facilities, parks and recreation services, and economic development services.

City Capital Projects Fund

This fund is used to account for the City's major capital projects.

Impact Fee Fund

The Impact Fee Fund accounts for impact fees imposed on new development as permitted by law, and related impact remediation costs. Remediation costs are not accounted for within this fund, but are recorded as transfers to the Capital Projects Fund, where remediation project costs are accumulated.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

FORA Dissolution Fund

The FORA Dissolution Fund is used to account for resources received from the Fort Ord Reuse Authority upon dissolution for Community Development and Habitat Management.

Abrams B Debt Service Fund

The Abrams B Debt Service Fund is used to account for resources restricted to retirement of Abrams B Bonds principal and interest and the payment of those debt obligations.

Additionally, the City reports the following nonmajor fund types of governmental funds:

Special Revenue Funds

Special revenue funds account for and report the proceeds of specific revenue sources that are restricted, committed or assigned to specific purposes other than debt service or capital projects.

Debt Service Funds

Debt service funds account for resources accumulated and restricted to pay debt service on long-term debt obligations.

Capital Project Funds

Capital project funds account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets in governmental funds.

Proprietary Funds

In the fund financial statements, proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the “economic resources measurement focus”. This means all assets, deferred outflows of resources, liabilities (whether current or noncurrent) and deferred inflows of resources associated with their activities are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal value. Non-operating revenues, such as subsidies, taxes, and investment earnings result from nonexchange transactions or ancillary activities. Amounts paid to acquire capital assets are capitalized as assets in the proprietary fund financial statements.

The City has the following enterprise funds that have been reported as major:

Marina Municipal Airport Operating Fund

The Marina Municipal Airport Operating Fund is used to account for all financial transactions relating to City's airport.

Preston Park Housing Fund

The Preston Park Housing Fund is used to account for the operations of the Preston Park apartments.

Abrams B Housing Fund

The Abrams B Housing Fund is used to account for the operations of the Abrams B apartments.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Fiduciary Fund Financial Statements

Fiduciary fund financial statements consist of a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position.

The City reports the following fiduciary funds:

FORA Dissolution Administration Fund

The FORA Dissolution Administration Fund is used to account for the long-term debt and debt service issued by FORA prior to its dissolution which is administered by the City and held in Trust.

Successor Agency Private Purpose Trust Funds

The Successor Agency Private Purpose Trust Funds includes the Successor Agency Obligation Retirement Fund and the Successor Agency Housing Assets Fund. The Successor Agency was created as a result of the State order to dissolve California Redevelopment Agencies. These funds are used to track the activities by the Successor Agency Oversight Board and the City's Department of Finance in relation to the remaining assets and liabilities of the Successor Agency. The Housing Successor is governed by the City of Marina City Council and is obligated to use the Housing Successor Agency's assets according to Redevelopment law for low and moderate-income housing.

C. Cash, Cash Equivalents and Investments

The City pools cash resources from all funds in order to facilitate the management of cash. The balance in the pooled cash account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms.

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments. For the purpose of the statement of cash flows, the City considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The City also considers all non-pooled cash and investments (consisting of cash with fiscal agent and restricted cash and investments held by fiscal agent) as cash and cash equivalents because investments meet the criteria for cash equivalents defined above.

Deposit and Investment Risk Disclosures - In accordance with GASB Statement No. 40, *Deposit and Investment Disclosures* (Amendment of GASB Statement No. 3), certain disclosure requirements, if applicable, for Deposits and Investment Risks in the following areas: Interest Rate Risk, Overall Credit Risk, Custodial Credit Risk, Concentrations of Credit Risk, and Foreign Currency Risk.

Other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures. The City participates in an investment pool managed by the State of California titled Local Agency Investment Fund (LAIF), which has invested a portion of the pool funds in Structured Notes and Asset Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to change in interest rates.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. In determining this amount, three valuation techniques are available:

- Market approach - This approach uses prices generated for identical or similar assets or liabilities. The most common example is an investment in a public security traded in an active exchange such as the NYSE.
- Cost approach - This technique determines the amount required to replace the current asset. This approach may be ideal for valuing donations of capital assets or historical treasures.
- Income approach - This approach converts future amounts (such as cash flows) into a current discounted amount.

Each of these valuation techniques requires inputs to calculate a fair value. Observable inputs have been maximized in fair value measures, and unobservable inputs have been minimized.

D. Restricted Cash and Investments

Certain restricted cash and investments are held by fiscal agents for the redemption of bonded debt, for acquisition and construction of capital projects, and to meet bond indenture debt reserve requirements. Cash and investments are also restricted for deposits held for others within the enterprise funds. Amounts held in Trust for FORA Dissolution Administration and Successor Agency obligations are also reported as restricted cash and investments.

E. Interfund Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable government funds to indicate that they are not available for appropriation and are not expendable available financial resources. The City considers all trade and property tax receivables to be fully collectible and therefore no allowance for uncollectible accounts is considered necessary.

F. Receivables

Billed, but unpaid, services provided to individuals or non-governmental entities are recorded as accounts receivable. Revenues earned but not collected by year-end are accrued. No allowance for uncollectible accounts receivable has been provided as management has determined that uncollectible accounts have historically been immaterial and the direct write-off method does not result in a material difference from the allowance method.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

G. Loans Receivable

Repayments of outstanding loans are classified as a revenue source in the applicable funds when collected and expenditures in the years disbursed. The portion of loans receivable deemed to be unavailable have been offset by *Unavailable Revenues* in the accompanying financial statements, which is a part of deferred inflows of resources.

H. Lease Receivables

When applicable, the City's lease receivables are measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable plus incentive payments received. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

I. Prepaid Expenses and Inventory

The aviation fuel inventory held by the Airport is stated at cost using the first-in-first-out (FIFO) valuation method. Materials and supplies used by governmental funds are recorded as expenditures at the time they are purchased or obtained.

Prepaid expenses are also recognized under the consumption method. Payments to vendors that reflect costs applicable to future accounting periods are recorded as prepaid expenses in both government-wide and fund financial statements.

J. Capital Assets

Capital assets used in governmental fund operations, including infrastructure assets (i.e. roads, curbs, gutters, bridges, sidewalks, drainage systems, lighting systems, and other assets) are reflected in the government-wide financial statements, along with related depreciation. Capital assets are defined by the City as assets with an initial individual cost of more than \$10,000 for equipment, \$100,000 for buildings and improvements and \$200,000 for infrastructure, and an estimated life in excess of 1 year. Purchased capital assets are valued at historical cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are valued at acquisition value on the date donated. Capital assets acquired under lease or purchase agreements are capitalized when the City accumulates an ownership equity in the assets acquired.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Intangible right-to-use assets are amortized over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the City has determined is reasonably certain of being exercised, then the lease asset is amortized over the useful life of the underlying asset. Intangible right-to-use subscription assets are amortized over the shorter of the subscription term or the useful life of the underlying asset.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Depreciation and amortization is provided using the straight-line method whereby the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated or amortized. The City has assigned the useful lives of the assets which range from four to forty years. Abrams Housing and Preston Park Housing Proprietary Funds have 50-year leasehold interests in these housing developments. The leasehold is depreciated over those 50 years. The City of Marina remains the property owner of the Abrams and Preston Park Housing projects.

K. Deferred Outflows/Deferred Inflows

In addition to assets, the statement of financial position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

L. Interest Payable

In the government-wide and proprietary fund financial statements, interest payable of long-term debt is recognized as an incurred liability for governmental fund types. The City has not allocated the interest on long-term debt to departments. In the fund financial statements, governmental fund types do not recognize the interest payable when the liability is incurred. Interest on long-term debt is recorded in the fund statements when payment is made.

M. Compensated Absences

It City employees are granted vacation and sick days in varying amounts based on classification and length of service. Upon termination or retirement, the City is to pay 100% of vacation and compensatory time off. Personal time off (PTO) and sick leave is paid in accordance with the applicable employee Memorandum of Understanding (MOU) or individual employment contract. The City's liability for compensated absences is recorded at the City-wide level in the Statement of Net Position for Governmental Activities. The liability for compensated absences is determined annually, however such compensated absences payments are not distinguished from regular payroll paid during the fiscal year.

Compensated absences are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund because most City employees are paid from the General Fund.

N. Long-Term Obligations

In the government-wide financial statements and proprietary fund statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental or business-type activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Debt issuance costs are expensed in year incurred.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financial sources. Premiums received on debt issuance are reported as other financing sources while discounts on debt issuance reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

O. Subscription Based Information Technology Arrangements (SBITAs)

The City recognizes subscription liabilities with an initial, individual value of \$150,000 or more. The City uses its estimated incremental borrowing rate to measure subscription liabilities unless it can readily determine the interest rate in the arrangement. The City's estimated incremental borrowing rate is based on its most recent public debt issuance.

P. Benefit Plans

Pension Expense

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (the Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Postemployment Benefit (OPEB) Expense

For purposes of measuring the Total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense information about the fiduciary net position of the City's Retiree Benefits Plan (the OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value. Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Measurement Period	June 30, 2021 to June 30, 2022

Q. Fund Balances

In accordance with Government Accounting Standards Board 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the City classifies governmental fund balances as follows:

Nonspendable

Nonspendable fund balance represents balances set aside to indicate items that do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed, or assigned, then Nonspendable amounts are required to be presented as a component of the applicable category.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Restricted

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for specific purpose. Encumbrances and nonspendable amounts subject to restrictions are included along with spendable resources.

Committed

Committed fund balances have constraints imposed by passage of a Resolution of the City Council which may be altered only by Resolution of the City Council. Encumbrances and nonspendable amounts subject to Council commitments are included along with spendable resources. The City considers Resolutions to be the highest level of action that can be taken by Council that constitutes the most binding constraint.

Assigned

Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. Intent is expressed by the City Council or its designee and may be changed at the discretion of the City Council or its designee. This category includes encumbrances; nonspendable amounts, when it is the City's intent to use proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects, and Debt Service Funds, which have not been restricted or committed. The City Council has delegated the authority to make assignments of fund balance to the City Manager and Finance Director.

Unassigned

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

Flow Assumption / Spending Order Policy

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to be spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to be spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the City Council has directed otherwise.

R. Net Position

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets

This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that are attributed to the acquisition, construction, or improvement of the assets. In addition, deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt also are included in the net investment in capital assets component of net position.

Restricted Net Position

This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Unrestricted Net Position

This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

The detail of amounts reported for each of the above defined net position categories is reported in the government-wide Statement of Net Position.

Use of Restricted/Unrestricted Net Position

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

S. Interfund Transactions

Interfund services provided and used are accounted for as revenue, expenditures or expenses, as appropriate. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursed fund. All other interfund transactions, except for interfund services provided and used and reimbursements, are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as transfers.

T. Property Taxes and Special Assessments

The County of Monterey levies, bills, and collects property taxes and special assessments for the City. Property taxes levied are recorded as revenue when received.

Tax collections are the responsibility of the County Tax Collector. Taxes and assessments on secured and utility rolls constitute a lien against the property, may be paid in two installments the first is due November 1st of the fiscal year and is delinquent if not paid by December 10th and the second is due on February 1st of the fiscal year and is delinquent if not paid by April 10th. Unsecured personal property taxes do not constitute a lien against real property unless the tax becomes delinquent.

Property valuations are established by the Assessor of the County of Monterey for the secured and unsecured property tax rolls. Under the provisions of Article XIII A of the State Constitution, properties are assessed at 100% of purchase price or value in 1978 whichever is later. From this base assessment, subsequent annual increases in valuation are limited to a maximum of 2 percent. However, increases to full value are allowed for property improvements or upon change in ownership. Personal property is excluded from these limitations, and is subject to annual reappraisal.

Tax levy dates are attached annually on January 1st preceding the fiscal year for which the taxes are levied. The fiscal year begins July 1st and ends June 30th of the following year. Taxes are levied on both real and unsecured personal property, as it exists at that time. Liens against real estate, as well as the tax on personal property, are not relieved by subsequent renewal or change in ownership.

U. Budgetary Information

The City adopts a budget annually for all governmental fund types. This budget is effective July 1 for the ensuing fiscal year. From the effective date of the budget, which is adopted at the fund level, the amounts stated therein as proposed expenditures become appropriations to the various City departments. The legal level of budgetary control is the fund level. The City Council may amend the budget by resolution during

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

the fiscal year. The City Manager has the authority to make adjustments to the operating budget between departments within the same fund. Transfers of operating budgets between funds, use of unappropriated fund balances, and significant changes in capital improvement project budgets require the approval of the City Council. The City's basis of budgeting is the same as GAAP.

V. Encumbrances

Under encumbrance accounting, purchase orders, contract and other commitments for expenditures are recorded in order to commit that portion of the applicable appropriation. Encumbrance accounting is employed as an extension of formal budgetary integration in all funds. All appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget pursuant to state regulations.

W. Unearned Revenue

Unearned revenue arises when assets are received before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are recorded as deferred inflows from unearned revenue. In the governmental fund financial statements, receivables associated with non-exchange transactions that will not be collected within the availability period have been recorded as deferred inflows from unavailable revenue.

X. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Y. Implementation of New Accounting Pronouncements

GASB Statement No. 96, Subscription-based Information Technology Arrangements.

During the fiscal year, the City implemented GASB Statement No. 96, *Subscription-based Information Technology Arrangements*. GASB Statement No. 96 is an accounting pronouncement issued by the Governmental Accounting Standards Board (GASB) that provides guidance on how the costs and investments for subscription-based information technology arrangements (SBITAs) are accounted for and disclosed by governmental entities. This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. As a result, the City recorded intangible right of use subscription assets of \$768,768 and corresponding subscription liabilities of \$768,768.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Z. Upcoming New Accounting Pronouncements

The City is currently analyzing its accounting practices to identify the potential impact on the financial statements of the following GASB Statements:

GASB Statement No. 100, Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62

This Statement defines *accounting changes* as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement also prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections in previously issued financial statements. The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

GASB Statement No. 101, Compensated Absences

This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

This Statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This Statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

With respect to financial statements prepared using the current financial resources measurement focus, this Statement requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

NOTE 2 - CASH AND INVESTMENTS

As of June 30, 2023, cash and investments were reported in the financial statements as follows:

	Government Wide Statement of Net Position		Fiduciary Funds Statement of Net Position	
	Governmental Activities	Business-Type Activities	Position	Total
Cash and investments	\$ 129,180,314	\$ 16,280,070	\$ 5,211,166	\$ 150,671,550
Restricted cash and investments	12,731,965	-	7,644,959	20,376,924
Total cash and investments	\$ 141,912,279	\$ 16,280,070	\$ 12,856,125	\$ 171,048,474

Cash and investments consisted of the following as of June 30, 2023:

Deposits:	
Cash on hand	\$ 3,800
Cash with fiscal agents	13,710,485
Cash in banks	9,846,542
Total deposits	23,560,827
Investments:	
Local Agency Investment Fund	60,643,691
Commercial Paper	14,930,852
Bonds	2,979,004
US Treasury obligations	48,557,176
Total investments	127,110,723
Total City Treasury	150,671,550
Restricted cash and investments:	
Money market funds	418,078
Cash in banks	481,355
Cash with fiscal agent	19,477,491
Total restricted cash and investments	20,376,924
Total cash and investments	\$ 171,048,474

A. Cash Deposits

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest, and places the City ahead of general creditors of the institution. The market value of pledged securities must equal at least 110 percent of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes that have a value of 150 percent of the City's total cash deposits. The City has waived the collateral requirements for cash deposits which are fully insured to \$250,000 by the Federal Deposit Insurance Corporation (FDIC).

The bank balances before reconciling items totaled \$10,669,616 at June 30, 2023 and were different from carrying amounts due to deposits in transit and outstanding checks. The amount uninsured was \$10,419,616, which was collateralized by securities held by pledging financial institutions. The City

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the *related fund*.

B. Fair Value Measurements

GASB 72 established a hierarchy of inputs to the valuation techniques with three levels:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 inputs are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable
- Level 3 inputs are unobservable inputs, such as a property valuation or an appraisal.

Investment Policies

City Investment Policy

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Bills, Notes and Bonds	(A)	N/A	No Limit	No Limit
U.S. Government-Sponsored Enterprise Agencies:				
Government National Mortgage Association	5 years	N/A	No Limit	No Limit
Federal National Mortgage Association	5 years	N/A	No Limit	No Limit
Federal Home Loan Mortgage Corporation	5 years	N/A	No Limit	No Limit
Federal Home Loan Bank	5 years	N/A	No Limit	No Limit
Banker's Acceptances	180 days	N/A	30%	One Commercial Bank
Certificates of Deposit	5 years	N/A	15%	(B)
Commercial Paper	270 days	N/A	15%	Highest Rating by an NRSRO*
Commercial Paper	31 days	N/A	30%	Highest Rating by an NRSRO*
Corporate Notes	5 years	N/A	30%	No Limit
Mutual Funds	N/A	N/A	20%	Highest Rating by an NRSRO*
Reverse Repurchase Agreements	92 days	N/A	20%	No Limit
Repurchase Agreements	1 year	N/A	No Limit	No Limit
California Local Agency Investment Fund	N/A	N/A	No Limit	\$40,000,000 per account

(A) Maximum maturities of 5 years or greater with specific City Council approval

(B) \$250,000 unless collateralized by eligible securities as provided by California Governmental Code Sections 53651 and 53652.

* Nationally Recognized Statistical Rating Organization

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Under the terms of certain debt issuances, the City must maintain required amounts of cash and investments with trustees or fiscal agents. These funds are unexpended bond proceeds or are pledged as reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City ordinance, bond indentures or State statute. The table below identifies the investment types that are authorized for investments with fiscal agents. The bond indentures contain no limitations for the maximum investment in any one issuer or the maximum percentage of the portfolio that may be invested in any one investment type.

The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality
U.S. Treasury Obligations	None	N/A
U.S. Agency Obligations	None	N/A
U.S. Government-Sponsored Agency Obligations	None	N/A
State Obligations:		
General Obligation	None	A
General Short-Term Obligation	None	A-1+
Special Revenue Bonds	None	AA
Pre-Refunded Municipal Obligation	None	AAA
Unsecured Certificates of Deposit	30 days	A-1
FDIC-Insured Deposit	None	N/A
Repurchase Agreements	None	A
Commercial Paper	270 days	Three highest categories
Bankers' Acceptances	(A)	A-1
Money Market Mutual Funds	None	Three highest categories
Investment Agreement	None	N/A
Tax-Exempt Obligations	None	Three highest categories
State of California- Local Agency Investment Fund	None	N/A

(A) Maximum maturities of 5 years or greater with specific City Council approval

The City's portfolio value fluctuates in an inverse relationship to any change in interest rate. Accordingly, if interest rates rise, the portfolio value will decline. If interest rates fall, the portfolio value will rise. The portfolio for year-end reporting purposes is treated as if it were all sold. Therefore, fund balance must reflect the portfolio's change in value. These portfolio value changes are unrealized unless sold. Generally the City's practice is to buy and hold investments until maturity dates. Consequently, the City's investments are carried at fair value.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

C. External Investment Pool

The City's investments with LAIF at June 30, 2023, include a portion of the pool funds invested in Structured Notes and Asset-Backed Securities. These investments include the following:

Structured Notes

These are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities

The bulk of asset-backed securities are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as CMO's) or credit card receivables. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The approved investments policy is listed on the LAIF website, located at <http://www.treasurer.ca.gov/pmia-laif/>.

D. Risk Disclosures

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the term of an investment's maturity, the greater the sensitivity to changes in market interest rates. One of the ways that the City's interest rate risk is mitigated is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of an investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. With the exception of U.S. Treasury obligations and authorized pools, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution to reduce the City's exposure to credit risks. As of June 30, 2023, the City's investments were in compliance with the ratings required by the City's investment policy and Government Code. U.S. Treasury obligations, bonds and commercial paper were rated AAA by S&P and amounts held by bond trustees in money market accounts were rated AAA by S&P and Aaa by Moody's.

Concentrations of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. As of June 30, 2023, the City had no investments in any one issuer (other than U.S. Treasury obligations, bonds, and the external investment pools) that represented 5% or more of the total City investments.

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

As of June 30, 2023, the City's investments had the following maturities:

Investment Type	Maturity		Fair Value	Concentrations	Fair Value Input Levels
	12 Months or Less	1-5 years			
Local Agency Investment Fund	\$ 60,643,691	\$ -	\$ 60,643,691	47.6%	n/a
Federal Home Loan Bank	14,930,852	-	14,930,852	11.7%	Level 1
Bonds	-	2,979,004	2,979,004	2.3%	Level 1
US Treasury obligations	48,557,176	-	48,557,176	38.1%	Level 1
Held by bond trustee:					
Money market funds	418,078	-	418,078	0.3%	Level 1
Total Investments	<u>\$124,549,797</u>	<u>\$ 2,979,004</u>	<u>\$ 127,528,801</u>		

NOTE 3 - LOANS RECEIVABLE

The City has engaged in programs designed to encourage construction or improvement of low-to-moderate income housing or other projects. Under these programs, grants or loans are provided under favorable terms to homeowners who agree to spend these funds in accordance with the City's terms. The balances of these loans arising from these business and housing programs at June 30, 2023 were \$529,929.

The loans have varying maturity dates and interest rates, depending on loan agreements. The balance of the notes receivable have been offset in the fund financial statements by deferred inflows of resources as they are not deemed measurable and available within 60 days, except for those loans that have current payment activity. The loans were fully reserved for in the Statement of Net Position.

The City has a loan program for developers for impact fees and engineering fees imposed by the City. At June 30, 2023 the City had \$23,734 in loans receivable outstanding. These loans are offset in the fund financial statements by deferred inflows of resources.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

NOTE 4 - LEASES RECEIVABLE

Leases receivable for governmental activities consisted of the following as of June 30, 2023:

	Fort Ord Market Ground Lease	Joby Aviation Storage	Comcast Cell Tower	T-Mobile Cell Tower	Chapparral Ground Building	Total
Inception	8/22/2006	5/17/2022	1/1/2002	7/1/1996	12/30/2022	
End	8/22/2030	5/17/2024	1/1/2042	7/1/2026	12/30/2027	
Interest Rate	5.03%	2.71%	5.56%	5.00%	2.34%	
Annual Payment	\$ 130,260	\$ 6,900	\$ 24,000	\$ 21,600	\$ 15,360	

Leases Receivable:

Beginning	\$ 856,463	\$ 6,800	\$ 281,200	\$ 78,162	\$ -	\$ 1,222,625
Adjustments	-	-	-	-	-	-
Additions	-	-	-	-	72,411	72,411
Deletions	(89,218)	(6,800)	(8,582)	(18,103)	(13,813)	(136,516)
Ending	<u>767,245</u>	<u>-</u>	<u>272,618</u>	<u>60,059</u>	<u>58,598</u>	<u>1,158,520</u>

Deferred Inflows of Resources:

Beginning	528,882	6,709	182,742	100,592	-	818,925
Adjustments	75,555	-	-	-	-	75,555
Additions	-	-	-	-	72,411	72,411
Deletions	(75,555)	(6,709)	(9,618)	(11,177)	(14,482)	(117,541)
Ending	<u>528,882</u>	<u>-</u>	<u>173,124</u>	<u>89,415</u>	<u>57,929</u>	<u>849,350</u>
Net Book Value	<u>\$ 238,363</u>	<u>\$ -</u>	<u>\$ 99,494</u>	<u>\$ (29,357)</u>	<u>\$ 669</u>	<u>\$ 309,170</u>

Leases receivable for business-type activities consisted of the following as of June 30, 2023:

Marina Municipal Airport Enterprise Fund Leases Receivable:

			Leases Receivable	Deferred Inflows of Resources	Net Book Value
Earliest Inception	7/1/1996				
Latest Inception	5/1/2023				
Earliest Lease End	11/7/2023	Beginning	\$ 8,428,019	\$ 8,221,731	\$ 206,288
Latest Lease End	3/3/2050	Adjustments	327,190	222,235	104,955
Lowest Interest Rate	0.42%	Additions	799,819	799,819	-
Highest Interest Rate	6.91%	Deletions	(975,680)	(1,011,119)	35,439
Annual Payment	\$ 1,152,422	Ending	<u>\$ 8,579,348</u>	<u>\$ 8,232,666</u>	<u>\$ 346,682</u>

The following summarizes future collections for governmental activities leases receivable:

Fiscal Year Ending June 30:	Principal	Interest	Total
2024	\$ 136,051	\$ 55,169	\$ 191,220
2025	142,705	48,515	191,220
2026	149,696	41,524	191,220
2027	134,937	34,683	169,620
2028	125,995	28,265	154,260
2029-2033	314,435	66,085	380,520
2034-2038	88,525	31,475	120,000
2039-2043	66,176	5,828	72,004
Total Governmental Activities	<u>\$ 1,158,520</u>	<u>\$ 311,544</u>	<u>\$ 1,470,064</u>

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

The following summarizes future collections for business-type activities leases receivable:

Fiscal Year Ending June 30:	Principal	Interest	Total
2024	\$ 960,534	\$ 158,792	\$ 1,119,326
2025	885,039	141,635	1,026,674
2026	701,000	126,073	827,073
2027	614,335	113,339	727,674
2028	625,237	102,438	727,674
2029-2033	1,561,842	394,951	1,956,793
2034-2038	929,057	280,723	1,209,780
2039-2043	1,012,247	181,033	1,193,280
2044-2048	1,087,997	70,483	1,158,480
2049-2053	202,060	1,799	203,859
Total Business-Type Activities	<u>\$ 8,579,348</u>	<u>\$ 1,571,265</u>	<u>\$ 10,150,613</u>

NOTE 5 - INTERFUND TRANSACTIONS

Inter-fund Receivables and Payables

Amounts due to or due from other funds reflect inter-fund balances for services rendered or short-term loans expected to be repaid in the next fiscal year. Advances to or from other funds are long-term loans between funds that are to be repaid in their entirety over several years.

On November 1, 2006, the Marina Joint Powers Financing Authority issued \$14,360,000 revenue bonds for the purpose of financing a loan in the same amount to the Abrams-B Non-Profit Corporation. Simultaneously, the corporation paid the entire \$14,360,000 back to the City of Marina, to pay loan costs and to acquire a 50-year leasehold interest in the Abrams-B Apartments housing project. Also simultaneously, the City paid that cash to The Fort Ord Reuse Authority to purchase the Abrams-B property. Monthly note payments are made by the corporation to the City according to an original amortization schedule which was subsequently revised on November 15, 2016, at a lower interest rate, resulting in smaller monthly payments. Payments on the note are structured to be sufficient for the bond trustee to pay semi-annual principal and interest on the revenue bonds. Bond payments are made semiannually and will be fully re-paid in 2036. The balance of the loan was \$8,372,917 at June 30, 2023.

As of June 30, 2023, inter-fund receivables and payables consisted of the following:

Fund	Advances to Other Funds	Advances from Other Funds
Abrams B Debt Service Fund	\$ 8,372,917	\$ -
Abrams B Housing Fund	-	8,372,917
Total advances	<u>\$ 8,372,917</u>	<u>\$ 8,372,917</u>

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Transfers In/Out

With Council approval resources may be transferred from one fund to another. The following summarizes transfers between funds during the fiscal year ended June 30, 2023:

Fund	Transfer in	Transfer out
General Fund	\$ 5,614,337	\$ 2,379,313
City Capital Projects	3,671,476	440,897
Impact Fee Fund	69,520	2,020,000
FORA Dissolution Fund	125,858	933
Nonmajor Governmental Funds	4,312,842	7,622,585
Marina Municipal Airport Fund	46,682	1,376,987
Total Transfers	<u>\$ 13,840,715</u>	<u>\$ 13,840,715</u>

Intra-Fund Transfers In/Out

The following table represents intra-fund transfers made during the fiscal year ended June 30, 2023:

Fund	Transfer in	Transfer out
General Fund	\$ -	\$ 1,255,000
Vehicle & Equipment Replacement Fund	905,000	-
Pension Stabilization Fund	350,000	-
Total Eliminations	<u>\$ 1,255,000</u>	<u>\$ 1,255,000</u>

Intra-fund transfers are eliminated for presentation in the fund financial statements.

NOTE 6 - CAPITAL ASSETS

Capital assets for governmental activities consisted of the following as of June 30, 2023:

	Balance June 30, 2022	Additions	Deletions	Balance June 30, 2023
Governmental Activities				
Non-depreciable:				
Land	\$ 22,080,651	\$ -	\$ -	\$ 22,080,651
Total Non-Depreciable	<u>22,080,651</u>	<u>-</u>	<u>-</u>	<u>22,080,651</u>
Depreciable and Amortizable:				
Buildings and improvements	50,495,979	1,876,408		52,372,387
Equipment	8,565,221	19,931	-	8,585,152
Infrastructure	39,930,203	4,793,964	-	44,724,167
Right of use assets - subscriptions	-	768,768	-	768,768
Right of use assets - equipment	1,216,072	537,896	-	1,753,968
Total Depreciable	<u>100,207,475</u>	<u>7,996,967</u>	<u>-</u>	<u>108,204,442</u>
Less Accumulated Depreciation & Amortization for:				
Buildings and improvements	(21,214,048)	(1,168,499)	-	(22,382,547)
Equipment	(7,093,300)	(900,649)	-	(7,993,949)
Infrastructure	(7,692,434)	(998,752)	-	(8,691,186)
Right of use assets - subscriptions	-	(153,754)	-	(153,754)
Right of use assets - equipment	(783,396)	(319,587)	-	(1,102,983)
Total Accum. Depr. & Amort.	<u>(36,783,178)</u>	<u>(3,541,241)</u>	<u>-</u>	<u>(40,324,419)</u>
Total Depreciable Capital Assets - Net	<u>63,424,297</u>	<u>4,455,726</u>	<u>-</u>	<u>67,880,023</u>
Total Governmental Capital Assets	<u>\$ 85,504,948</u>	<u>\$ 4,455,726</u>	<u>\$ -</u>	<u>\$ 89,960,674</u>

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Depreciation expense for governmental activities was charged to the following programs during the year:

General government	\$ 1,009,912
Public safety	1,302,511
Public works	51,297
Public Improvements	1,107,972
Recreation & cultural services	69,549
Total depreciation expense	<u>\$ 3,541,241</u>

Capital assets for business-type activities consisted of the following as of June 30, 2023:

Business Type Activities	Balance July 1, 2022	Additions	Deletions	Balance June 30, 2023
Non Depreciable				
Land	\$ 36,900,000	\$ -	\$ -	\$ 36,900,000
Total Non-Depreciable	36,900,000	-	-	36,900,000
Depreciable:				
Leasehold interest	48,783,242	-	-	48,783,242
Buildings	10,159,964	639,843	-	10,799,807
Improvements (airport and runway)	14,807,746	-	(709,785)	14,097,961
Equipment	323,135	21,813	-	344,948
Total Depreciable	74,074,087	661,656	(709,785)	74,025,958
Less Accumulated Depreciation				
Leasehold interest	(8,962,125)	(975,665)	-	(9,937,790)
Buildings	(5,964,969)	(314,435)	-	(6,279,404)
Improvements (airport and runway)	(9,609,792)	(414,052)	-	(10,023,844)
Equipment	(312,875)	(1,837)	-	(314,712)
Total Accumulated Depreciation	(24,849,761)	(1,705,989)	-	(26,555,750)
Total Depreciable Capital Assets - Net	49,224,326	(1,044,333)	(709,785)	47,470,208
Total Business Type - Capital Assets	<u>\$ 86,124,326</u>	<u>\$ (1,044,333)</u>	<u>\$ (709,785)</u>	<u>\$ 84,370,208</u>

NOTE 7 - NONCURRENT LIABILITIES

The City's noncurrent liabilities consisted of the following as of June 30, 2023:

Long-term Liabilities	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental Activities:					
2015 General Obligation Refunding Bonds	\$ 6,430,000	\$ -	\$ (295,000)	\$ 6,135,000	\$ 315,000
2016 Abrams B Housing Revenue Bonds	9,115,000	-	(465,000)	8,650,000	475,000
Certificates of Participation	-	10,870,000	(320,000)	10,550,000	235,000
COP Premiums	-	969,415	(38,777)	930,638	38,777
Leases	609,858	537,896	(388,110)	759,644	248,681
Subscription Liabilities	-	768,768	(132,554)	636,214	152,973
Net Pension Liabilities	13,309,290	19,883,783	(5,964,427)	27,228,646	-
Total OPEB Obligation	6,167,057	2,214,986	(3,286,148)	5,095,895	-
Compensated Absences	1,604,523	276,842	(406,942)	1,474,423	368,606
Total Governmental Activities	<u>\$ 37,235,728</u>	<u>\$ 35,521,690</u>	<u>\$ (11,296,958)</u>	<u>\$ 61,460,460</u>	<u>\$ 1,834,037</u>

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Long-term Liabilities	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Business-Type Activities					
Berkeley Capital Loan	\$ 35,950,000	\$ -	\$ -	\$ 35,950,000	\$ -
Total Business-Type Activities	\$ 35,950,000	\$ -	\$ -	\$ 35,950,000	\$ -
Fiduciary Funds:					
Tax Allocation Bonds:					
FORA Series 2020	\$ 29,445,000	\$ -	\$ (1,415,000)	\$ 28,030,000	\$ 1,435,000
RDA SA, Series 2000A	320,000	-	(30,000)	290,000	30,000
RDA SA, Series 2018A	6,095,000	-	(235,000)	5,860,000	250,000
RDA SA, Housing Series 2018B	5,805,000	-	(225,000)	5,580,000	235,000
RDA SA, Series 2020A	4,790,000	-	(90,000)	4,700,000	95,000
RDA SA, Housing Series 2020B	4,820,000	-	(135,000)	4,685,000	145,000
RDA SA, Series 2023A	-	3,990,000	-	3,990,000	100,000
RDA SA, Housing Series 2023B	-	9,090,000	-	9,090,000	295,000
Subtotal Tax Allocation Bonds	51,275,000	13,080,000	(2,130,000)	62,225,000	2,585,000
Bond discounts	(191,053)	-	11,940	(179,113)	-
Bond premiums	1,787,067	360,676	(111,277)	2,036,466	-
Total Fiduciary Funds	\$ 52,871,014	\$ 13,440,676	\$ (2,229,337)	\$ 64,082,353	\$ 2,585,000

2015 General Obligation Refunding Bonds

In May 2015, the City issued \$7,640,000 General Obligation Bonds for the purpose of refunding \$7,885,000 of the City's General Obligation Bonds, Election of 2002, Series 2005 which was issued for the purpose of constructing and supplying a library facility in the City. The bonds bear interest at 1.5% to 5%. The bonds mature in August 2035. Principal payments of \$85,000 to \$605,000 are due annually on August 1. Interest payments are due semi-annually on February 1 and August 1. The Bonds are subject to an early redemption at par at the option of the City after August 2025.

The City accounts for the bonds in its governmental activities and uses taxes and assessments reported in a debt service fund to fund the principal and interest payments. Future debt service payments are as follows:

Fiscal Year Ending June 30:	Principal	Interest	Total
2024	\$ 315,000	\$ 216,706	\$ 531,706
2025	340,000	200,332	540,332
2026	370,000	182,581	552,581
2027	400,000	163,332	563,332
2028	430,000	140,432	570,432
2029-2033	2,525,000	511,268	3,036,268
2034-2036	1,755,000	102,042	1,857,042
Total	\$ 6,135,000	\$ 1,516,693	\$ 7,651,693

Remarketed 2016 Abrams B Housing Revenue Bonds

In November 2006, the City issued \$14,360,000 Multi-family Housing Revenue Bonds for the purpose of financing the acquisition of the Abrams B Apartments. These bonds were remarketed in November 2016.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

The bonds bear interest at 0.95% to 3.55%. The bonds mature in November 2036. Principal payments of \$110,000 to \$160,000 are due annually on November 1. Interest payments are due semi-annually on May 1 and November 1. Beginning on November 15, 2023, the bonds have an optional redemption price of 102%, declining to 101% on November 15, 2024, and at par on November 15, 2025 and thereafter.

The City accounts for the bonds in its governmental activities and accounts for the revenue debt service in the Abrams B Debt Service Fund. Future debt service payments are as follows:

Fiscal Year Ending June 30:	Principal	Interest	Total
2024	\$ 475,000	\$ 268,905	\$ 742,723
2025	490,000	258,888	743,905
2026	505,000	247,813	748,888
2027	790,000	235,505	752,813
2028	560,000	215,558	775,558
2029-2033	3,170,000	781,251	3,951,251
2034-2037	2,660,000	193,209	2,853,209
Total	<u>\$ 8,650,000</u>	<u>\$ 2,201,128</u>	<u>\$ 10,568,347</u>

Certificates of Participation

In fiscal year 2023, the City issued certificates of participation totaling \$10,870,000 at a \$969,415 premium, bearing interest 5-5.25%. The following summarizes the future debt service payments:

Fiscal Year Ending June 30:	Principal	Interest	Total
2024	\$ 235,000	\$ 542,325	\$ 777,325
2025	245,000	530,575	775,575
2026	260,000	518,325	778,325
2027	275,000	505,325	780,325
2028	285,000	491,575	776,575
2029-2033	1,660,000	2,228,875	3,888,875
2034-2038	2,125,000	1,769,125	3,894,125
2039-2043	2,725,000	1,163,138	3,888,138
2044-2047	2,740,000	368,813	3,108,813
Total	<u>\$ 10,550,000</u>	<u>\$ 8,118,076</u>	<u>\$ 18,668,076</u>

Leases

In fiscal year 2019, the City entered into a lease agreement in the amount of \$663,156 at 4.52% for the right to use radio equipment. Annual principal and interest payments of \$185,348 are due through July 2022.

In fiscal years 2020 and 2021, the City entered into lease agreements totaling \$277,704 for the right to use vehicles. Annual principal and interest payments of \$68,114 are due through fiscal year 2025.

In fiscal year 2022, the City entered into lease agreements totaling \$275,212 for the right to use vehicles. Annual principal and interest payments of \$63,687 are due through fiscal year 2027.

In fiscal year 2023, the City entered into lease agreements totaling \$537,896 for the right to use vehicles. Annual principal and interest payments of \$145,110 are due through fiscal year 2028.

The City accounts for its leases in its governmental activities and uses resources from the General Fund to pay the principal and interest payments.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Future debt service payments for the City's leases are as follows:

<u>Fiscal Year Ending June 30:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 248,681	\$ 45,268	\$ 293,949
2025	226,107	42,640	268,747
2026	157,752	34,533	192,285
2027	109,249	26,439	135,688
2028	17,855	4,816	22,671
Total	<u>\$ 759,644</u>	<u>\$ 153,696</u>	<u>\$ 913,340</u>

Equipment and related accumulated amortization under the financed purchases are as follows:

Leased Right of Use Assets	\$ 1,753,968
Accumulated Depreciation	<u>1,102,983</u>
Net Book Value	<u>\$ 2,856,951</u>

Subscription Based Information Technology Agreements (SBITAs)

In fiscal year 2023, the City implemented GASB 96 which required the City to record its subscription based information technology agreements as liabilities, if certain criteria were met. As a result, the City recorded four contracts totaling \$768,768 as liabilities with interest rates from 1.16-3.09%. As of June 30, 2023, the City future principal and interest payments for its SBITAs was as follows:

<u>Fiscal Year Ending June 30:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 152,973	\$ 9,914	\$ 162,887
2025	156,926	7,443	164,369
2026	161,028	4,899	165,927
2027	165,287	2,278	167,565
Total	<u>\$ 636,214</u>	<u>\$ 24,534</u>	<u>\$ 660,748</u>

Business-Type Activities

Preston Park Loan

On January 7, 2016, the Preston Park Sustainable Community Non-profit Corporation entered into a loan agreement in the amount of \$35,950,000 at 4.15% to finance the costs of acquisition of a leasehold interest in property of Preston Park Apartments. The loan is a full-term interest only loan with the entire principal balance due on February 1, 2026.

Interest payments are made through January of 2026 without an early redemption option. Future debt service payments are as follows:

<u>Fiscal Year Ending June 30:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ -	\$ 1,516,790	\$ 1,516,790
2025	-	1,516,790	1,516,790
2026	35,950,000	1,011,194	36,961,194
Total	<u>\$ 35,950,000</u>	<u>\$ 4,044,774</u>	<u>\$ 39,994,774</u>

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Fiduciary Fund Tax Allocation Bonds

Fort Ord Reuse Authority (FORA) Tax Allocation Bonds, Series 2020

In June 2020, the FORA issued \$30,705,000 of tax allocation bonds, Series 2020. The proceeds of the Series 2020 bonds will be used to fund building removal costs for various public agencies related to property formerly included in the Fort Ord Military Base, provide funds to satisfy an obligation of the Authority to CalPERS, set-up debt service reserves, set-up administrative accounts, pay insurance premiums related to the bonds and cover bond issuance costs. The bonds bear annual interest at 1.151% to 3.307%. Principal and interest is paid semi-annually on March 1st and September 1st. The bonds mature September 1, 2037 in amounts ranging from \$1,260,000 to \$1,765,000.

Tax Allocation Bonds, Neeson Road

In November 2000, the former RDA issued \$700,000 of tax allocation bonds, Series A. The proceeds of the 2000 Series A bonds issued were used fund infrastructure redevelopment activities at the Marina Airport. The bonds bear annual interest at 4.75%. The bonds were issued in fully registered form without coupons in denominations of \$5,000. Interest is paid semi-annually, on January 1st and July 1st. Principal is paid in annual installments beginning January 1, 2018 and maturing January 1, 2031 in amounts ranging from \$10,000 to \$45,000.

Tax Allocation Bonds, 2018 Series A (Taxable) and Series B (Tax Exempt)

In 2018, the former RDA issued \$4,750,000 of tax allocation bonds, Series A (Taxable) and Series B (Tax Exempt). A total of \$6,905,000 of Series A bonds were issued and \$6,585,000 of Series B bonds. The proceeds of the 2018 Series A bonds issued were used to make payment on a promissory note and agreement, dated August 5, 2008 of the former Marina Redevelopment Agency for the benefit of Marina Community Partners.

The bonds bear annual interest at 5%. The bonds were issued in fully registered form without coupons in denominations of \$5,000. Interest is annually, due on September 1st. Principal is paid in annual installments beginning September 1, 2018 and ending September 1, 2038 in amounts ranging from \$165,000 to \$515,000. The proceeds of the 2018 Series B bonds issued were used to repay a significant portion of the loans from the City of Marina to the Agency. The bonds bear annual interest at 5%. The bonds were issued in fully registered form without coupons in denominations of \$5,000. Interest is annually, due on September 1st. Principal is paid in annual installments beginning September 1, 2018 and ending September 1, 2038 in amounts ranging from \$165,000 to \$515,000.

Tax Allocation Bonds, Series 2020A

In August 2020, the former RDA issued \$4,790,000 of tax allocation bonds, Series 2020A. The proceeds of the 2020 Series A bonds issued were used to make payment on the aforementioned promissory note and agreement, dated August 5, 2008 of the former Marina Redevelopment Agency for the benefit of Marina Community Partners. The bonds bear annual interest at 4.00%. The bonds were issued in fully registered form without coupons in denominations of \$5,000. Interest is paid semi-annually, on March 1st and September 1st. Principal is paid in annual installments beginning September 1, 2022 and maturing September 1, 2035.

Housing Tax Allocation Bonds, Series 2020B

In August 2020, the former RDA issued \$4,950,000 of housing tax allocation bonds, Series 2020B. The proceeds of the 2020 Series B bonds issued were used to make payment on the aforementioned promissory note and agreement, dated August 5, 2008 of the former Marina Redevelopment Agency for the benefit of Marina Community Partners. The bonds bear annual interest at 4.00%. The bonds were

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

issued in fully registered form without coupons in denominations of \$5,000. Interest is paid semi-annually, on March 1st and September 1st. Principal is paid in annual installments beginning September 1, 2021 and maturing September 1, 2040.

RDA SA, Series 2023A

In fiscal year 2023, the former RDA issued \$3,990,000 of tax allocation bonds, Series 2023A. The proceeds of the bonds issued were issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds. The bonds bear annual interest at 5.00%. The bonds were issued in fully registered form without coupons in denominations of \$5,000. Interest is paid semi-annually, on March 1st and September 1st. Principal is paid in annual installments beginning September 1, 2023 and maturing September 1, 2043.

RDA SA, Housing Series 2023B

In fiscal year 2023, the former RDA issued \$9,090,000 of housing tax allocation bonds, Series 2023B. The proceeds of the bonds were issued to (a) make a payment on a Promissory Note and Agreement, dated August 5, 2008, of the former Marina Redevelopment Agency for the benefit of Marina Community Partners, LLC, (b) fund a debt service reserve account for the Bonds, and (c) provide for the costs of issuing the Bonds. The bonds bear annual interest at 5.00%. The bonds were issued in fully registered form without coupons in denominations of \$5,000. Interest is paid semi-annually, on March 1st and September 1st. Principal is paid in annual installments beginning September 1, 2023 and maturing September 1, 2043.

The annual debt service requirements for the Tax Allocation Bonds are as follows:

<u>Fiscal Year Ending June 30:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 2,585,000	\$ 2,385,242	\$ 4,970,242
2025	2,490,000	2,313,353	4,803,353
2026	2,595,000	2,237,987	4,832,987
2027	3,090,000	2,155,989	5,245,989
2028	3,135,000	2,054,954	5,189,954
2029-2033	17,325,000	8,558,610	25,883,610
2034-2038	16,600,000	5,366,247	21,966,247
2039-2043	12,300,000	2,145,600	14,445,600
2044	2,105,000	52,625	2,157,625
Total	<u>\$ 62,225,000</u>	<u>\$ 27,270,607</u>	<u>\$ 89,495,607</u>

The Successor Agency fiduciary funds account for activity of the Successor Agency of the Marina Redevelopment Agency. In 2012, the State of California dissolved Redevelopment Agencies and created Successor Agencies to extinguish debts of the Redevelopment Agencies. The Marina Successor Agency is required by a Development and Disposition Agreement (DDA) to issue debt to repay the Dunes Corporation amounts owed in the DDA. This debt is fully funded by a commitment from the State of California as specified in the Dissolution Act.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

NOTE 8 - RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the City obtains insurance coverages.

The City purchases liability, property, errors and omissions, and workers' compensation insurance from the Monterey Bay Area Self Insurance Authority (MBASIA), a risk-sharing program. Under this program, coverage is provided for up to a maximum of \$29,000,000 for each general liability claim less the City's deductible of \$10,000. Statutory coverage is provided for workers' compensation claims. The City is assessed a contribution to cover claims, operating costs, and claim settlement expenses based upon an actuarially determined rate for each coverage layer pool. Additional cash contributions may be assessed on the basis of adverse loss experience. If the events of the year result in a negative risk position, the members' annual assessment may be increased in subsequent years. The City is unable to reasonably estimate the probability of MBASIA ending the year in a negative risk position. Refunds to members may be made if funds are determined to be surplus as a result of an actuarial study.

The City currently reports liability risk management activities in the general fund. Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Workers compensation insurance costs are allocated to various departments proportionate to their total payroll. For the year ended June 30, 2023, the City paid a total of \$1,517,934 to MBASIA for insurance coverage; \$633,893 and \$884,041 for liability and workers compensation insurance, respectively and did not receive a rebate from the program. There were no material unpaid and uninsured claims outstanding at the beginning or end of the last two fiscal years.

NOTE 9 - RETIREMENT PLANS

General Information about the Pension Plans

Plan Description

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other.) Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous risk pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors three miscellaneous rate plans. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 (age 52 for Miscellaneous Plan members if membership date is on or after January 1, 2013) with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Special Death Benefit (Safety only), the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous		Safety	
	Tier 1	PEPRA	Tier 1	PEPRA
Benefit formula	2% @ 55	2% @ 62	3.0% @ 50	2.7% @ 57
Benefit vesting schedule	5 Years	5 Years	5 Years	5 Years
Benefit payments	Monthly for Life	Monthly for Life	Monthly for Life	Monthly for Life
Retirement age	55	62	50	57
Monthly benefits as a % of eligible compensation	2%	2%	3%	2.7%
Required employee contribution rates	7%	7.75%	9%	13.75%
Required employer contribution rates	10.9%	7.47%	23.75%	12.78%

Employees Covered

At June 30, 2023, the following employees were covered by the benefit terms for the Plans:

	Miscellaneous	Safety	Total
Active	42	51	93
Transferred	22	32	54
Separated	26	21	47
Retired	82	86	168
Total	172	190	362

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rates are the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2023, the City's contributions were as follows:

	Employer Contributions
Miscellaneous	\$ 937,481
Safety	2,437,275
Total Employer Contributions	<u>\$ 3,374,756</u>

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2023, the City reported a net pension liability for its proportionate share of the net pension liabilities as follows:

	Proportionate Share of Net Pension Liability/(Asset)
Miscellaneous	\$ 8,232,155
Safety	18,996,491
Total	\$ 27,228,646

The City's net pension liability for the Plans is measured as the proportionate share of the net pension liability. The net pension liability of the Plans are measured as of June 30, 2022, and the total pension liability for the Plans used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plans as of June 30, 2022 and 2023 was as follows:

	Miscellaneous	Safety	Combined Plans
Proportion - June 30, 2022	0.20152%	0.27021%	0.24609%
Proportion - June 30, 2023	0.17593%	0.27645%	0.23573%
Change - Increase/(Decrease)	-0.02559%	0.00624%	-0.01036%

For the year ended June 30, 2023, the City recognized pension expense of \$2,181,122.

At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	\$ 843,556	\$ -
Differences between Expected and Actual Experience	165,318	110,723
Differences between Projected and Actual Investment Earnings	1,507,912	-
Differences between Employer's Contributions and Proportionate Share of Contributions	-	379,348
Change in Employer's Proportion	106,783	-
Pension Contributions Made Subsequent to Measurement Date	937,481	-
Total	\$ 3,561,051	\$ 490,071

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

	Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	\$ 1,915,421	\$ -
Differences between Expected and Actual Experience	786,196	206,287
Differences between Projected and Actual Investment Earnings	2,999,811	-
Differences between Employer's Contributions and Proportionate Share of Contributions	-	1,259,110
Change in Employer's Proportion	1,455,948	-
Pension Contributions Made Subsequent to Measurement Date	2,437,275	-
Total	\$ 9,594,651	\$ 1,465,397

The City reported \$2,437,275 as deferred outflows of resources related to contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending June 30:	Deferred Outflows/(Inflows) of Resources		Total
	Miscellaneous	Safety	
2024	\$ 547,517	\$ 1,728,539	\$ 2,276,056
2025	428,883	1,379,489	1,808,372
2026	234,808	754,029	988,836
2027	922,291	1,829,923	2,752,214
2028	-	-	-
Thereafter	-	-	-
Total	\$ 2,133,499	\$ 5,691,980	\$ 7,825,478

Actuarial Assumptions

The total pension liabilities in the June 30, 2021 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Payroll Growth	2.80%
Projected Salary Increase	(1)
Investment Rate of Return	6.8% (2)
Mortality	(3)

(1) Varies by entry age and service

(2) Net of pension plan investment expenses, including inflation

(3) Derived using CalPERS' membership data for all funds

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Discount Rate

The discount rate used to measure the total pension liability was 6.9% for the Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 6.9 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 6.9 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent. The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

<u>Asset Class (a)</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term Expected Real Return (1)(2)</u>
Global Equity Cap Weighted	30.00%	4.54%
Global Equity NonCap Weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	<u>100.00%</u>	

(1) An expected inflation of 2.3% used for this period.

(2) Figures are based on the 2021-22 Asset Liability Study.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability for the Plans, calculated using the discount rate for the Plans, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Miscellaneous</u>	<u>Safety</u>
1% Decrease	5.90%	5.90%
Net Pension Liability	\$ 12,572,552	28,585,736
Current	6.90%	6.90%
Net Pension Liability	\$ 8,232,155	18,996,491
1% Increase	7.90%	7.90%
Net Pension Liability	\$ 4,661,085	11,159,450

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

NOTE 10 - OTHER POSTEMPLOYMENT BENEFITS PLAN

Plan Description

The City of Marina participates in the California Public Employees Retirement System (CalPERS), a cost-sharing multiple employer public employee defined benefit pension plan. CalPERS provides post-employment medical insurance benefits to retirees and their spouses who meet plan eligibility requirements in accordance with their labor agreement. The City provides health care benefits for all retired employees based on retirement age of 50 with 5 years of service. Retirees can enroll in any of the available CalPERS medical plans and the benefits continue for the life of the retiree and surviving spouse. The City contributes the minimum amount provided under Government Code Section 22825 of the Public Employees Medical and Hospital Care Act. Retirees must pay any premium amounts in excess of the City's contribution. For each bargaining unit, the minimum amount the City contributes is pro-rated over the 20-year period starting from that unit's CalPERS coverage.

The City has authority to establish and amend the Plan's benefit terms and financing requirements to the City Council. No assets are accumulated in a trust that meets all of the criteria in GASB statement No. 75 Paragraph 4. There are no separate financial statements issued for the OPEB plan.

Employees Covered by Benefit Terms

At June 30, 2023, the benefit terms covered the following employees:

Active employees	85
Inactive employees	22
Dependents of Retirees	5
Total covered	<u><u>112</u></u>

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Contributions

The City makes contributions based on a pay-as-you-go basis as approved by the authority of the City Council. Total benefit payments included in the measurement period were \$98,138 while actual contributions for the fiscal year were \$40,339. The actuarially determined contribution for the measurement period was \$364,745. The City's contributions were .43% of covered employee payroll during the fiscal year ended June 30, 2023. Employees are not required to contribute to the plan. There have been no assets accumulated in a trust to provide for the benefits of this plan.

Actuarial Assumptions

The following summarized the actuarial assumptions for the OPEB plan included in this fiscal year:

Valuation Date:	June 30, 2021
Measurement Date:	June 30, 2022
Actuarial Cost Method:	Entry-Age Normal Cost Method
Amortization Period:	20 years
Asset Valuation Method:	Level percentage of payroll, closed
Actuarial Assumptions:	
Discount Rate	3.69%
Inflation	2.26%
Salary Increases	3.25%
Healthcare Trend Rate	4% to 7.52%
Mortality	CalPERS 2017 Mortality
Retirement:	
Hired before January 1, 2013	2% @55 Rates for Miscellaneous Employees 3% @50 for Police and Fire
Hired on or after January 1, 2013:	2% @62 for Miscellaneous Employees. 2.7% @57 for Police and Fire.

**Discount rate increased in 2023 from 2.16% to 3.69%

Discount Rate

The discount rate was based on the Bond Buyer 20-bond General Obligation Index.

Total OPEB Liability

The City's Total OPEB liability was measured as of June 30, 2022 (measurement date) and was determined by an actuarial valuation as of June 30, 2021 (valuation date) for the fiscal year ended June 30, 2023 (reporting date).

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Changes in the Total OPEB Liability

The following summarizes the changes in the Total OPEB liability during the year ended June 30, 2023:

Fiscal Year Ended June 30, 2022	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at June 30, 2022	\$ 6,167,054	\$ -	\$ 6,167,054
Service cost	503,081	-	503,081
Interest in Total OPEB Liability	143,021	-	143,021
Balance of changes in assumptions	(1,619,123)	-	(1,619,123)
Benefit payments	(98,138)	-	(98,138)
Net changes	(1,071,159)	-	(1,071,159)
Balance at June 30, 2023	\$ 5,095,895	\$ -	\$ 5,095,895
Covered Employee Payroll	\$ 9,361,845		
Total OPEB Liability as a % of Covered Employee Payroll	54.43%		
Service Cost as a % of Covered Employee Payroll	5.37%		
Net OPEB Liability as a % of Covered Employee Payroll	54.43%		

The City's plan is nonfunded, meaning there have not been assets placed into an irrevocable trust, therefore the plan fiduciary net position is zero.

Deferred Inflows and Outflows of Resources

At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between actual and expected experience	\$ 201,490	\$ 904,030
Change in assumptions	1,109,264	2,011,364
OPEB contribution subsequent to measurement date	40,339	-
Totals	\$ 1,351,093	\$ 2,915,394

Of the total amount reported as deferred outflows of resources related to OPEB, \$40,339 resulting from City contributions subsequent to the measurement date and before the end of the fiscal year will be included as a reduction of the net OPEB liability in the year ended June 30, 2024.

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	
2024	\$ (302,978)
2025	(302,978)
2026	(239,375)
2027	(109,559)
2028	(102,444)
Thereafter	(547,306)
Total	\$ (1,604,640)

OPEB Expense

The following summarizes the OPEB expense by source during the year ended June 30, 2023:

Service cost	\$ 503,081
Interest in TOL	143,021
Difference between actual and expected experience	(96,185)
Change in assumptions	(207,012)
OPEB Expense	\$ 342,905

The following summarizes changes in the Total OPEB liability as reconciled to OPEB expense during the year ended June 30, 2023:

Total OPEB liability ending	\$ 5,095,895
Total OPEB liability beginning	(6,167,054)
Change in total OPEB liability	(1,071,159)
Changes in deferred outflows	290,073
Changes in deferred inflows	1,083,652
Employer contributions and implicit subsidy	40,339
OPEB Expense	\$ 342,905

Sensitivity to Changes in the Discount Rate

The Total OPEB liability of the City, as well as what the City's Total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher, is as follows:

	Municipal Bond Rate		
	(1% Decrease)	3.69%	(1% Increase)
Total OPEB Liability	\$ 6,082,197	\$ 5,095,895	\$ 4,321,455

City of Marina
Notes to the Basic Financial Statements
June 30, 2023

Sensitivity to Changes in the Healthcare Cost Trend Rates

The Total OPEB liability of the City, as well as what the City's Total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower or one percentage point higher than current healthcare cost trend rates, is as follows:

	Trend Rate		
	(1% Decrease)	4% to 7.52%	(1% Increase)
Total OPEB Liability	\$ 4,167,373	\$ 5,095,895	\$ 6,323,785

NOTE 11 - COMMITMENTS AND CONTINGENCIES

Lawsuits

The City is subject to certain matters of litigation that may arise in the normal course of conducting City business. City management believes, based upon consultation with legal counsel, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

Federal and State Grant Programs

The City participates in Federal and State grant programs. These programs are audited by the City's independent accountants if required by and in accordance with the provisions of the Uniform Guidance and applicable State requirements. Expenditures which may be disallowed, if any, by the granting agencies, cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

Deferred Compensation

The City offers its employees two deferred compensation plans created in accordance with California Code Section 53212 and Internal Revenue Code Section 457 under which employees can defer a portion of their salary until future years. The deferred compensation plan money is a deduction from the employees' salary and is invested with independent retirement trustees. The trustees hold the amounts deferred and any related income on behalf of employees. The assets and liabilities of these plans have been excluded from the accompanying financial statements.



REQUIRED SUPPLEMENTARY INFORMATION

City of Marina**Schedule of Revenues, Expenditures, and Changes in Fund Balance****Budget and Actual (GAAP Basis)****General Fund****For the Year Ended June 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		Positive (Negative)
REVENUES				
Taxes and assessments	\$ 20,827,201	\$ 23,037,790	\$ 26,010,177	\$ 2,972,387
Licenses, permits and fees	2,125,940	2,227,940	4,383,208	2,155,268
Fines and forfeitures	63,063	63,063	100,419	37,356
Intergovernmental	385,700	450,700	557,506	106,806
Charges for services	1,567,552	4,156,016	4,936,215	780,199
Investment earnings	330,000	330,000	1,350,285	1,020,285
Local contributions	42,500	42,500	38,710	(3,790)
Other revenue	6,940	176,941	184,579	7,638
Total Revenues	25,348,896	30,484,950	37,561,099	7,076,149
EXPENDITURES				
Current:				
General government	8,254,778	9,666,392	9,272,766	393,626
Public safety	11,796,685	12,381,182	13,228,179	(846,997)
Public works	1,970,187	1,970,187	1,571,952	398,235
Economic & community development	2,962,253	3,818,253	3,563,860	254,393
Recreation & cultural services	1,177,372	1,177,372	859,791	317,581
Capital outlay	340,000	340,000	49,376	290,624
Debt service				
Principal	162,000	162,000	520,664	(358,664)
Interest and fiscal charges	24,000	24,000	61,993	(37,993)
Total Expenditures	26,687,275	29,539,386	29,128,581	410,805
Excess (Deficiency) of Revenues over Expenditures	(1,338,379)	945,564	8,432,518	7,486,954
OTHER FINANCING SOURCES (USES)				
Transfers in	3,223,102	1,053,102	5,614,337	4,561,235
Transfers out	(2,517,000)	(3,251,836)	(2,379,313)	872,523
Total Other Financing Sources (Uses)	706,102	(2,198,734)	3,235,024	5,433,758
Net Change in Fund Balance	(632,277)	(1,253,170)	11,667,542	12,920,712
Fund Balance Beginning	32,666,046	32,666,046	32,666,046	-
Fund Balance Ending	<u>\$ 32,033,769</u>	<u>\$ 31,412,876</u>	<u>\$ 44,333,588</u>	<u>\$ 12,920,712</u>

The City adopts a budget annually for all governmental fund types. This budget is effective July 1 for the ensuing fiscal year. From the effective date of the budget, which is adopted at the fund level, the amounts stated therein as proposed expenditures become appropriations to the various City departments. The legal level of budgetary control is the fund level. The City Council may amend the budget by resolution during the fiscal year. The City Manager has the authority to make adjustments to the operating budget between functions within the same fund. Transfers of operating budgets between funds, use of unappropriated fund balances, and significant changes in capital improvement project budgets require the approval of the City Council. Expenditures in excess of appropriations were covered by budgets in other objects/functions or beginning fund balance.

City of Marina**Schedule of Revenues, Expenditures, and Changes in Fund Balance****Budget and Actual (GAAP Basis)****FORA Dissolution Fund****For the Year Ended June 30, 2023**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Licenses, permits and fees	\$ -	\$ -	\$ 2,999,151	\$ 2,999,151
Investment earnings	-	-	409,264	409,264
Local contributions	-	-	2,718,775	2,718,775
Total Revenues	-	-	6,127,190	6,127,190
EXPENDITURES				
Current:				
Economic & community development	-	-	4,763,885	(4,763,885)
Total Expenditures	-	-	4,763,885	(4,763,885)
Excess (Deficiency) of Revenues over Expenditures	-	-	1,363,305	1,363,305
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	125,858	125,858
Transfers out	-	-	(933)	(933)
Total Other Financing Sources (Uses)	-	-	124,925	124,925
Net Change in Fund Balance	-	-	1,488,230	1,488,230
Fund Balance Beginning	19,069,621	19,069,621	19,069,621	-
Fund Balance Ending	\$ 19,069,621	\$ 19,069,621	\$ 20,557,851	\$ 1,488,230

City of Marina
Schedule of Pension Contributions
June 30, 2023
(Last Ten Years)

Miscellaneous and Safety Plan									
Fiscal Year Ended	2015	2016	2017	2018	2019	2020	2021	2022	2023
Contractually Required Contributions	\$ 1,428,070	\$ 2,069,732	\$ 2,385,218	\$ 2,524,388	\$ 2,050,095	\$ 2,739,136	\$ 2,885,118	\$ 3,140,753	\$ 3,374,756
Contributions in Relation to Contractually Required Contributions	1,428,070	2,069,732	2,385,218	2,524,388	2,050,095	2,739,136	2,885,118	3,140,753	3,374,756
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 7,233,320	\$ 6,987,956	\$ 7,070,353	\$ 7,637,741	\$ 7,411,028	\$ 8,281,259	\$ 9,003,748	\$ 9,258,676	\$ 9,271,237
Contributions as a % of Covered Payroll	19.74%	29.62%	33.74%	33.05%	27.66%	33.08%	32.04%	33.92%	36.40%

Notes to Schedule:

Valuation Date: June 30, 2021
Assumptions Used: Entry Age Method used for Actuarial Cost Method
Level Percentage of Payroll and Direct Rate Smoothing
Remaining Amortization Period no more than 29 years
Inflation Assumed at 2.30%
Investment Rate of Returns set at 6.8%
The mortality table was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website.

Fiscal year 2015 was the first year of implementation, therefore only nine years are shown.

The CalPERS discount rate was increased from 7.50% to 7.65% in FY2016, to 7.15% in FY2018, and then decreased to 6.80% in FY2023.

The CalPERS mortality assumptions was adjusted in fiscal year 2023.

City of Marina
Schedule of Proportionate Share of Net Pension Liability
June 30, 2023
(Last Ten Years)

Miscellaneous and Safety Plan									
Plan Measurement Date	2014	2015	2016	2017	2018	2019	2020	2021	2022
Fiscal Year Ended	2015	2016	2017	2018	2019	2020	2021	2022	2023
Proportion of Net Pension Liability (Safety and Misc)	0.18297%	0.17995%	0.18715%	0.19055%	0.19679%	0.20287%	0.21094%	0.24609%	0.23573%
Proportion of Net Pension Liability (Misc Plan Only)	0.46068%	0.45021%	0.46616%	0.47937%	0.50318%	0.15555%	0.16231%	0.20152%	0.17593%
Proportionate Share of Net Pension Liability	\$ 11,385,528	\$ 12,351,371	\$ 16,193,904	\$ 18,897,109	\$ 18,963,346	\$ 20,787,955	\$ 22,951,344	\$ 13,309,290	\$ 27,228,646
Covered Payroll	\$ 7,701,575	\$ 7,233,320	\$ 6,987,956	\$ 7,070,353	\$ 7,637,741	\$ 7,411,028	\$ 8,281,259	\$ 9,003,748	\$ 9,258,676
Proportionate Share of NPL as a % of Covered Payroll	147.83%	170.76%	231.74%	267.27%	248.28%	280.50%	277.15%	147.82%	294.09%
Plan's Fiduciary Net Position as a % of the TPL	79.61%	77.38%	75.77%	74.66%	76.15%	75.40%	74.18%	85.74%	73.11%

Fiscal year 2015 was the first year of implementation, therefore only nine years are shown.

The CalPERS discount rate was increased from 7.50% to 7.65% in FY2016, to 7.15% in FY2018, and then decreased to 6.80% in FY2023.

The CalPERS mortality assumptions was adjusted in fiscal year 2023.

City of Marina
Schedule of Changes in Total OPEB Liability
June 30, 2023
(Last Ten Years)

Fiscal Year Ended	2018	2019	2020	2021	2022	2023
Total OPEB liability						
Service cost	\$ 271,072	\$ 200,224	\$ 195,708	\$ 264,281	\$ 394,958	\$ 503,081
Interest	157,957	153,199	168,281	177,174	155,100	143,021
Differences between exp. and act. exp.	(4,684)	(27,347)	371,094	(5,518)	(1,155,928)	-
Changes of assumptions	(1,590,885)	(200,100)	(14,726)	1,466,447	190,330	(1,619,123)
Benefit payments	(22,911)	(28,444)	(76,872)	(73,360)	(80,621)	(98,138)
Net change in Total OPEB Liability	(1,189,451)	97,532	643,485	1,829,024	(496,161)	(1,071,159)
Total OPEB Liability - beginning	5,282,625	4,093,174	4,190,706	4,834,191	6,663,215	6,167,054
Total OPEB Liability - ending	\$ 4,093,174	\$ 4,190,706	\$ 4,834,191	\$ 6,663,215	\$ 6,167,054	\$ 5,095,895
Plan fiduciary net position						
Net change in plan fiduciary net position	\$ -	\$ -	\$ -	-	-	-
Plan fiduciary net position - beginning	-	-	-	-	-	-
Plan fiduciary net position - ending	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net OPEB liability (asset)	\$ 4,093,174	4,190,706	4,834,191	6,663,215	6,167,054	5,095,895
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered Employee Payroll	\$ 7,387,760	\$ 7,635,928	\$ 7,725,967	\$ 8,315,617	\$ 9,361,845	\$ 9,666,105
Net OPEB liability as a percentage of covered employee payroll	55.40%	54.88%	62.57%	80.13%	65.87%	52.72%
Total OPEB liability as a percentage of covered employee payroll	55.40%	54.88%	62.57%	80.13%	65.87%	52.72%

Other Notes

GASB 75 requires a schedule of contributions for the last ten fiscal years, or for as many years as are available if less than ten years are available. GASB 75 was adopted as of June 30, 2018.

There were no changes in benefit terms.

Discount rates decreased from 3.87% to 3.5% in 2020, then to 2.21% in 2021, 2.16% in 2022 and increased to 3.69% in 2023.

There were no changes in trend rates



SUPPLEMENTARY INFORMATION

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

CDBG: Accounts for various U.S. Housing and Urban Development Department, Community Development Block Grant, non-housing programs, including grant revenues, grant expenditures and program income.

CDBG Housing: Accounts for various U.S. Housing and Urban Development Department, Community Development Block Grant, housing programs.

Public Education Government: Accounts for franchise tax fees collected with cable television bills. Fees collected through the cable provider finance the operating and capital costs of broadcasting City Council and other meetings of public interest over a dedicated TV channel.

Gas Tax Streets: Accounts for State gas tax revenues and occasional City cash and staffing contributions, and the costs of allowable streets maintenance and repair projects.

Road Maintenance and Rehabilitation (SB1): Accounts for funds received and expended specific to road maintenance and repairs.

Transportation Safety and Investment: Accounts for funds received and expended from sales tax Measure X to invest in roads throughout the County.

National Parks Recreation Services: Accounts for revenues generated by land and antenna rentals, and from various recreation activities conducted on the site, as well as costs for facilities improvements, repairs, maintenance, staffing and support costs related to recreational activities. All activities are conducted on property granted to the City upon Fort Ord Army Base Closure. Use of these resources is limited to recreation activities conducted on these premises.

ARPA Grant Fund: Accounts for grants received from the American Rescue Plan Act Corona Virus fiscal recovery programs.

Seabreeze Assessment District: Accounts for assessments collected from property owners within the boundaries of the District, and related landscape maintenance costs.

Monterey Bay Estates Assessment District: Accounts for assessments collected from property owners within the boundaries of the District, and related landscape maintenance costs.

Cypress Cove II Assessment District: Accounts for assessments collected from property owners within the boundaries of the District, and related landscape maintenance costs.

CFD 2007-2 Locke-Paddon: A Community Facilities District (CFD) accounts for annual assessments against property owners within the boundaries of the District and related improvement and maintenance costs.

CFD 2015-1 Dunes: A Community Facilities Districts (CFD) accounts for annual assessments against property owners within the boundaries of the District and related improvement and maintenance costs.

Housing Assistance Fund: Accounts for funds received and expended as part of Below Market Rate Housing Implementation Agreements. Use of these resources is limited to city-wide homebuyer assistance as well as administrative costs associated with the establishment and implementation of a homebuyer assistance program.

NONMAJOR GOVERNMENTAL FUNDS

Debt Service Funds

2015 GO Refunding Bonds: Accounts for tax revenues that provide resources to make bond principal and interest payments, and to pay costs of administering the 2015 general obligation refunding bonds, which refinanced the 2005 library construction general obligation bonds.

Marina Landing Bonds: Accounted for special assessment revenues, bond principal and interest payments, and debt administration costs. Bonds were originally issued to finance certain infrastructure improvements to properties in the Marina Landing Assessment. All bonds have been liquidated but the fund has a residual cash balance which will be disbursed and the fund deactivated when appropriate.

Marina Greens Bonds: Accounted for special assessment revenues, bond principal and interest payments, and debt administration costs. Bonds were originally issued to finance certain infrastructure improvements to properties in the Marina Greens Assessment District. All bonds have been liquidated but the fund has a residual cash balance which will be disbursed and the fund deactivated when appropriate.

Measure X Certificates of Participation Debt Service Fund: Accounts for proceeds and debt service related to Certificates of Participation issued for street improvements. Debt will be repaid using Measure X tax revenue received by the City.

Capital Projects Funds

Airport: This fund accounts for federal and state grant revenues, city-match and other resources that are dedicated and/or restricted to creating, expanding or otherwise improving infrastructure and other long-lived assets at the Marina Municipal Airport.

Park Facilities: Over a period of time, this fund has accounted for residential park development taxes, park facility improvement fees, park facility use fees, mitigation fees for new development, parks in-lieu fees, grant revenues, private and public donations, antenna rents and other resources dedicated or restricted to the acquisition, construction and/or improvement of park and recreational facilities. Resources in this fund were expended for their required purposes, and since implementation of Parks Impact Fees (accounted for in the Impact Fee Fund) the fund has become inactive. The small remaining cash balance will be transferred to the appropriate successor fund.

City of Marina
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2023

	Special Revenue Funds			
	CDBG Fund	CDBG Housing Fund	Public Education Government Fund	Gas Tax Fund
ASSETS				
Cash and investments	\$ 383,666	\$ 37,167	\$ 75,261	\$ 947
Restricted cash and investments	-	-	-	-
Accounts receivable	1,455	141	28,122	46,546
Notes receivable	469,929	60,000	-	-
Total assets	\$ 855,050	\$ 97,308	\$ 103,383	\$ 47,493
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 55,046	\$ 12,321
Accrued payroll and benefits	-	-	-	6,573
Deposits and other liabilities	-	-	-	-
Total liabilities	-	-	55,046	18,894
Deferred Inflows of Resources:				
Unavailable revenues	469,929	60,000	-	-
Fund Balances:				
Restricted:				
Transportation	-	-	-	-
Streets & special districts	-	-	-	28,599
Housing	-	-	-	-
Community development	385,121	37,308	-	-
Recreation	-	-	-	-
Capital projects	-	-	-	-
Debt service	-	-	-	-
Committed				
Public education	-	-	48,337	-
Unassigned	-	-	-	-
Total fund balances	385,121	37,308	48,337	28,599
Total liabilities, deferred inflows of resources and fund balances	\$ 855,050	\$ 97,308	\$ 103,383	\$ 47,493

Cont'd

City of Marina

Combining Balance Sheet

Nonmajor Governmental Funds

June 30, 2023

	Special Revenue Funds				
	Road Maintenance & Rehabilitation Fund	Transportation Safety & Investment Fund	National Parka Recreation Services Fund	ARPA Grant Fund	Seabreeze Assessment District Fund
ASSETS					
Cash and investments	\$ 532,665	\$ 722,915	\$ 368,529	\$ -	\$ 755
Restricted cash and investments	-	-	-	-	-
Accounts receivable	45,415	261,284	2,655	-	-
Notes receivable	-	-	-	-	-
Total assets	<u>\$ 578,080</u>	<u>\$ 984,199</u>	<u>\$ 371,184</u>	<u>\$ -</u>	<u>\$ 755</u>
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ -	\$ -	\$ 134	\$ -	\$ 1,232
Accrued payroll and benefits	-	-	287	-	-
Deposits and other liabilities	-	-	6,400	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>6,821</u>	<u>-</u>	<u>1,232</u>
Deferred Inflows of Resources:					
Unavailable revenues	-	-	-	-	-
Fund Balances:					
Restricted:					
Transportation	-	984,199	-	-	-
Streets & special districts	578,080	-	-	-	-
Housing	-	-	-	-	-
Community development	-	-	-	-	-
Recreation	-	-	364,363	-	-
Capital projects	-	-	-	-	-
Debt service	-	-	-	-	-
Committed					
Public education	-	-	-	-	-
Unassigned	-	-	-	-	(477)
Total fund balances	<u>578,080</u>	<u>984,199</u>	<u>364,363</u>	<u>-</u>	<u>(477)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 578,080</u>	<u>\$ 984,199</u>	<u>\$ 371,184</u>	<u>\$ -</u>	<u>\$ 755</u>

Cont'd

City of Marina**Combining Balance Sheet****Nonmajor Governmental Funds****June 30, 2023**

	Special Revenue Funds				
	Monterey Bay Estates Assessment District Fund	Cypress Cove II Assessment District Fund	CFD 2007-2 Locke- Paddon Fund	CFD 2015-1 Dunes Fund	Housing Assistance Fund
ASSETS					
Cash and investments	\$ 14,509	\$ 15,107	\$ 36,811	\$ 1,260,147	\$ 1,834,524
Restricted cash and investments	-	-	-	-	-
Accounts receivable	53	51	130	4,516	6,959
Notes receivable	-	-	-	-	-
Total assets	<u>\$ 14,562</u>	<u>\$ 15,158</u>	<u>\$ 36,941</u>	<u>\$ 1,264,663</u>	<u>\$ 1,841,483</u>
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 1,483	\$ 1,714	\$ 287	\$ 147	\$ -
Accrued payroll and benefits	-	-	-	-	-
Deposits and other liabilities	-	-	-	-	-
Total liabilities	<u>1,483</u>	<u>1,714</u>	<u>287</u>	<u>147</u>	<u>-</u>
Deferred Inflows of Resources:					
Unavailable revenues	-	-	-	-	-
Fund Balances:					
Restricted:					
Transportation	-	-	-	-	-
Streets & special districts	13,079	13,444	36,654	1,264,516	-
Housing	-	-	-	-	1,841,483
Community development	-	-	-	-	-
Recreation	-	-	-	-	-
Capital projects	-	-	-	-	-
Debt service	-	-	-	-	-
Committed					
Public education	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	<u>13,079</u>	<u>13,444</u>	<u>36,654</u>	<u>1,264,516</u>	<u>1,841,483</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,562</u>	<u>\$ 15,158</u>	<u>\$ 36,941</u>	<u>\$ 1,264,663</u>	<u>\$ 1,841,483</u>

Cont'd

City of Marina**Combining Balance Sheet****Nonmajor Governmental Funds****June 30, 2023**

	Debt Service Funds			
	2015 GO Refunding Bonds Fund	Marina Landing Improvement Bonds Fund	Marina Greens Improvement Bonds Fund	Measure X Certificate of Participation Debt Service Fund
ASSETS				
Cash and investments	\$ -	\$ -	\$ -	\$ -
Restricted cash and investments	472,393	7,217	1,745	11,832,533
Accounts receivable	1,334	27	7	-
Notes receivable	-	-	-	-
Total assets	<u>\$ 473,727</u>	<u>\$ 7,244</u>	<u>\$ 1,752</u>	<u>\$ 11,832,533</u>
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 100	\$ -	\$ -	\$ -
Accrued payroll and benefits	-	-	-	-
Deposits and other liabilities	-	-	-	-
Total liabilities	<u>100</u>	<u>-</u>	<u>-</u>	<u>-</u>
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Fund Balances:				
Restricted:				
Transportation	-	-	-	-
Streets & special districts	-	-	-	-
Housing	-	-	-	-
Community development	-	-	-	-
Recreation	-	-	-	-
Capital projects	-	-	-	-
Debt service	473,627	7,244	1,752	11,832,533
Committed				
Public education	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	<u>473,627</u>	<u>7,244</u>	<u>1,752</u>	<u>11,832,533</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 473,727</u>	<u>\$ 7,244</u>	<u>\$ 1,752</u>	<u>\$ 11,832,533</u>

Cont'd

City of Marina

Combining Balance Sheet

Nonmajor Governmental Funds

June 30, 2023

	Capital Projects Funds			
	Measure X Road and Transportation Fund	Airport Capital Projects Fund	Park Facilities Fund	Total Nonmajor Governmental Funds
ASSETS				
Cash and investments	\$ 4,723,702	\$ 1,773,307	\$ 878	\$ 11,780,890
Restricted cash and investments	-	-	-	12,313,888
Accounts receivable	22,574	262,192	3	683,464
Notes receivable	-	-	-	529,929
Total assets	<u>\$ 4,746,276</u>	<u>\$ 2,035,499</u>	<u>\$ 881</u>	<u>\$ 25,308,171</u>
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 30,729	\$ 51,323	\$ -	\$ 154,516
Accrued payroll and benefits	-	-	-	6,860
Deposits and other liabilities	-	-	-	6,400
Total liabilities	<u>30,729</u>	<u>51,323</u>	<u>-</u>	<u>167,776</u>
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	529,929
Fund Balances:				
Restricted:				
Transportation	-	-	-	984,199
Streets & special districts	-	-	-	1,934,372
Housing	-	-	-	1,841,483
Community development	-	-	-	422,429
Recreation	-	-	-	364,363
Capital projects	4,715,547	1,984,176	881	6,700,604
Debt service	-	-	-	12,315,156
Committed				
Public education	-	-	-	48,337
Unassigned	-	-	-	(477)
Total fund balances	<u>4,715,547</u>	<u>1,984,176</u>	<u>881</u>	<u>24,610,466</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,746,276</u>	<u>\$ 2,035,499</u>	<u>\$ 881</u>	<u>\$ 25,308,171</u>

Concluded

City of Marina

**Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2023**

	Special Revenue Funds			
	CDBG Fund	CDBG Housing Fund	Public Education Government Fund	Gas Tax Fund
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ 114,492	\$ 534,048
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Investment earnings	43,075	741	-	23
Other revenue	50,000	-	-	-
Total Revenues	<u>93,075</u>	<u>741</u>	<u>114,492</u>	<u>534,071</u>
EXPENDITURES				
Current:				
General government	-	-	-	-
Public works	-	-	-	473,521
Economic & community development	-	-	113,339	-
Recreation & cultural services	-	-	-	-
Capital outlay	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>113,339</u>	<u>473,521</u>
Excess (Deficiency) of Revenues over Expenditures	<u>93,075</u>	<u>741</u>	<u>1,153</u>	<u>60,550</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	(62,400)
Proceeds from debt issuance	-	-	-	-
Proceeds from debt premiums	-	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(62,400)</u>
Net Change in Fund Balances	93,075	741	1,153	(1,850)
Fund Balances Beginning	<u>292,046</u>	<u>36,567</u>	<u>47,184</u>	<u>30,449</u>
Fund Balances Ending	<u>\$ 385,121</u>	<u>\$ 37,308</u>	<u>\$ 48,337</u>	<u>\$ 28,599</u>

Cont'd

City of Marina

**Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2023**

	Special Revenue Funds				
	Road Maintenance & Rehabilitation Fund	Transportation Safety & Investment Fund	National Parka Recreation Services Fund	ARPA Grant Fund	Seabreeze Assessment District Fund
REVENUES					
Taxes and assessments	\$ 480,976	\$ 1,001,783	\$ -	\$ -	\$ 6,731
Intergovernmental	-	-	-	2,724,850	-
Charges for services	-	-	72,496	-	-
Investment earnings	7,105	4,736	6,861	55,534	8
Other revenue	-	-	-	-	-
Total Revenues	<u>488,081</u>	<u>1,006,519</u>	<u>79,357</u>	<u>2,780,384</u>	<u>6,739</u>
EXPENDITURES					
Current:					
General government	-	-	23	-	-
Public works	-	4,000	-	-	4,546
Economic & community development	-	-	-	-	-
Recreation & cultural services	-	-	5,735	-	-
Capital outlay	-	-	-	-	-
Debt service					
Principal	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>4,000</u>	<u>5,758</u>	<u>-</u>	<u>4,546</u>
Excess (Deficiency) of Revenues over Expenditures	<u>488,081</u>	<u>1,002,519</u>	<u>73,599</u>	<u>2,780,384</u>	<u>2,193</u>
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	-	-
Transfers out	(400,000)	(950,000)	(18,917)	(5,239,980)	(2,394)
Proceeds from debt issuance	-	-	-	-	-
Proceeds from debt premiums	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(400,000)</u>	<u>(950,000)</u>	<u>(18,917)</u>	<u>(5,239,980)</u>	<u>(2,394)</u>
Net Change in Fund Balances	88,081	52,519	54,682	(2,459,596)	(201)
Fund Balances Beginning	<u>489,999</u>	<u>931,680</u>	<u>309,681</u>	<u>2,459,596</u>	<u>(276)</u>
Fund Balances Ending	<u>\$ 578,080</u>	<u>\$ 984,199</u>	<u>\$ 364,363</u>	<u>\$ -</u>	<u>\$ (477)</u>

Cont'd

City of Marina

**Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2023**

	Special Revenue Funds				
	Monterey Bay Estates Assessment District Fund	Cypress Cove II Assessment District Fund	CFD 2007-2 Locke- Paddon Fund	CFD 2015-1 Dunes Fund	Housing Assistance Fund
REVENUES					
Taxes and assessments	\$ 12,349	\$ 19,870	\$ 16,459	\$ 301,852	\$ -
Intergovernmental	-	-	-	-	-
Charges for services	-	-	-	-	-
Investment earnings	297	227	616	21,968	36,569
Other revenue	-	-	-	-	-
Total Revenues	<u>12,646</u>	<u>20,097</u>	<u>17,075</u>	<u>323,820</u>	<u>36,569</u>
EXPENDITURES					
Current:					
General government	-	-	-	-	-
Public works	11,850	10,823	3,732	4,579	-
Economic & community development	-	-	-	-	-
Recreation & cultural services	-	-	-	-	-
Capital outlay	-	-	-	-	-
Debt service					
Principal	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total Expenditures	<u>11,850</u>	<u>10,823</u>	<u>3,732</u>	<u>4,579</u>	<u>-</u>
Excess (Deficiency) of Revenues over Expenditures	<u>796</u>	<u>9,274</u>	<u>13,343</u>	<u>319,241</u>	<u>36,569</u>
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	-	-
Transfers out	(4,754)	(4,340)	(747)	(2,770)	-
Proceeds from debt issuance	-	-	-	-	-
Proceeds from debt premiums	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(4,754)</u>	<u>(4,340)</u>	<u>(747)</u>	<u>(2,770)</u>	<u>-</u>
Net Change in Fund Balances	(3,958)	4,934	12,596	316,471	36,569
Fund Balances Beginning	<u>17,037</u>	<u>8,510</u>	<u>24,058</u>	<u>948,045</u>	<u>1,804,914</u>
Fund Balances Ending	<u>\$ 13,079</u>	<u>\$ 13,444</u>	<u>\$ 36,654</u>	<u>\$ 1,264,516</u>	<u>\$ 1,841,483</u>

Cont'd

City of Marina

**Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2023**

	Debt Service Funds			
	2015 GO Refunding Bonds Fund	Marina Landing Improvement Bonds Fund	Marina Greens Improvement Bonds Fund	Measure X Certificate of Participation Debt Service Fund
REVENUES				
Taxes and assessments	\$ 553,529	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Investment earnings	4,800	144	36	325,095
Other revenue	-	-	-	-
Total Revenues	<u>558,329</u>	<u>144</u>	<u>36</u>	<u>325,095</u>
EXPENDITURES				
Current:				
General government	1,130	-	-	-
Public works	-	-	-	-
Economic & community development	-	-	-	-
Recreation & cultural services	-	-	-	-
Capital outlay	-	-	-	-
Debt service				
Principal	295,000	-	-	320,000
Interest and fiscal charges	227,531	-	-	787,944
Total Expenditures	<u>523,661</u>	<u>-</u>	<u>-</u>	<u>1,107,944</u>
Excess (Deficiency) of Revenues over Expenditures	<u>34,668</u>	<u>144</u>	<u>36</u>	<u>(782,849)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	775,967
Transfers out	(14,855)	-	-	-
Proceeds from debt issuance	-	-	-	10,870,000
Proceeds from debt premiums	-	-	-	969,415
Total Other Financing Sources (Uses)	<u>(14,855)</u>	<u>-</u>	<u>-</u>	<u>12,615,382</u>
Net Change in Fund Balances	19,813	144	36	11,832,533
Fund Balances Beginning	<u>453,814</u>	<u>7,100</u>	<u>1,716</u>	<u>-</u>
Fund Balances Ending	<u>\$ 473,627</u>	<u>\$ 7,244</u>	<u>\$ 1,752</u>	<u>\$ 11,832,533</u>

Cont'd

City of Marina

**Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2023**

	Capital Projects Funds			
	Measure X Road and Transportation Fund	Airport Capital Projects Fund	Park Facilities Fund	Total Nonmajor Governmental Funds
REVENUES				
Taxes and assessments	\$ -	\$ -	\$ -	\$ 3,042,089
Intergovernmental	200,000	254,441	-	3,179,291
Charges for services	-	-	-	72,496
Investment earnings	130,421	36,521	19	674,796
Other revenue	-	-	-	50,000
Total Revenues	<u>330,421</u>	<u>290,962</u>	<u>19</u>	<u>7,018,672</u>
EXPENDITURES				
Current:				
General government	-	-	-	1,153
Public works	-	-	-	513,051
Economic & community development	-	-	-	113,339
Recreation & cultural services	-	-	-	5,735
Capital outlay	1,850,780	566,394	-	2,417,174
Debt service				
Principal	-	-	-	615,000
Interest and fiscal charges	-	-	-	1,015,475
Total Expenditures	<u>1,850,780</u>	<u>566,394</u>	<u>-</u>	<u>4,680,927</u>
Excess (Deficiency) of Revenues over Expenditures	<u>(1,520,359)</u>	<u>(275,432)</u>	<u>19</u>	<u>2,337,745</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	2,201,137	1,335,738	-	4,312,842
Transfers out	(886,711)	(34,717)	-	(7,622,585)
Proceeds from debt issuance	-	-	-	10,870,000
Proceeds from debt premiums	-	-	-	969,415
Total Other Financing Sources (Uses)	<u>1,314,426</u>	<u>1,301,021</u>	<u>-</u>	<u>8,529,672</u>
Net Change in Fund Balances	(205,933)	1,025,589	19	10,867,417
Fund Balances Beginning	<u>4,921,480</u>	<u>958,587</u>	<u>862</u>	<u>13,743,049</u>
Fund Balances Ending	<u>\$ 4,715,547</u>	<u>\$ 1,984,176</u>	<u>\$ 881</u>	<u>\$ 24,610,466</u>
				Concluded

GENERAL FUND COMBINING SCHEDULES

The ***General Fund*** is the City's primary operating fund. This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. For the City, the general fund includes such activities as public safety, public ways and facilities, parks and recreation services, and economic development services.

City of Marina
Combining Balance Sheet
General Fund
June 30, 2023

	General Fund	Vehicle & Equipment Replacement Fund	OPEB Obligation Fund	Pension Stabilization Fund	Library Maintenance Fund	Total General Fund
ASSETS						
Cash and investments	\$ 35,687,716	\$ 4,118,143	\$ 200,000	\$ 3,000,000	\$ 254,524	\$ 43,260,383
Restricted cash and investments	235,038	-	-	-	-	235,038
Accounts receivable	3,858,912	-	-	-	-	3,858,912
Notes receivable	23,734	-	-	-	-	23,734
Leases receivable	1,158,520	-	-	-	-	1,158,520
Total assets	\$ 40,963,920	\$ 4,118,143	\$ 200,000	\$ 3,000,000	\$ 254,524	\$ 48,536,587
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 1,183,543	\$ -	\$ -	\$ -	\$ 910	\$ 1,184,453
Accrued payroll and benefits	552,846	-	-	-	8	552,854
Deposits and other liabilities	1,309,299	-	-	-	-	1,309,299
Total liabilities	3,045,688	-	-	-	918	3,046,606
Deferred Inflows of Resources:						
Leases receivable	849,351	-	-	-	-	849,351
Unavailable revenues	307,042	-	-	-	-	307,042
Total deferred inflows of resources	1,156,393	-	-	-	-	1,156,393
Fund Balances:						
Nonspendable	309,169	-	-	-	-	309,169
Restricted	235,038	-	-	-	-	235,038
Committed						
Emergency Reserve	5,967,235	-	-	-	-	5,967,235
Facilities Repairs	500,000	-	-	-	-	500,000
Compensated Absences	400,000	-	-	-	-	400,000
Community Improvements	641,268	-	-	-	-	641,268
Fire Truck Purchase	1,889,888	-	-	-	-	1,889,888
Vehicle & Equipment Replacement	-	4,118,143	-	-	-	4,118,143
OPEB	-	-	200,000	-	-	200,000
Pension Stabilization	-	-	-	3,000,000	-	3,000,000
Library Maintenance	-	-	-	-	253,606	253,606
Unassigned	26,819,241	-	-	-	-	26,819,241
Total fund balances	36,761,839	4,118,143	200,000	3,000,000	253,606	44,333,588
Total liabilities, deferred inflows of resources and fund balances	\$ 40,963,920	\$ 4,118,143	\$ 200,000	\$ 3,000,000	\$ 254,524	\$ 48,536,587

City of Marina

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances

General Fund

For the Year Ended June 30, 2023

	General Fund	Vehicle & Equipment Replacement Fund	OPEB Obligation Fund	Pension Stabilization Fund	Library Maintenance Fund	Eliminations	Total General Fund
REVENUES							
Taxes and assessments	\$26,010,177	\$ -	\$ -	\$ -	\$ -	\$ -	\$26,010,177
Licenses, permits and fees	4,383,208	-	-	-	-	-	4,383,208
Fines and forfeitures	100,419	-	-	-	-	-	100,419
Intergovernmental	557,506	-	-	-	-	-	557,506
Charges for services	4,936,215	-	-	-	-	-	4,936,215
Investment earnings	1,200,285	-	-	150,000	-	-	1,350,285
Local contributions	38,710	-	-	-	-	-	38,710
Other revenue	184,579	-	-	-	-	-	184,579
Total Revenues	37,411,099	-	-	150,000	-	-	37,561,099
EXPENDITURES							
Current:							
General government	9,209,418	63,348	-	-	-	-	9,272,766
Public safety	13,228,179	-	-	-	-	-	13,228,179
Public works	1,571,952	-	-	-	-	-	1,571,952
Economic & community development	3,552,677	-	-	-	11,183	-	3,563,860
Recreation & cultural services	859,791	-	-	-	-	-	859,791
Capital outlay	49,376	-	-	-	-	-	49,376
Debt service							
Principal	309,735	210,929	-	-	-	-	520,664
Interest and fiscal charges	20,285	41,708	-	-	-	-	61,993
Total Expenditures	28,801,413	315,985	-	-	11,183	-	29,128,581
Excess (Deficiency) of							
Revenues over Expenditures	8,609,686	(315,985)	-	150,000	(11,183)	-	8,432,518
OTHER FINANCING SOURCES (USES)							
Transfers in	5,614,337	905,000	-	350,000	-	(1,255,000)	5,614,337
Transfers out	(3,631,348)	-	-	-	(2,965)	1,255,000	(2,379,313)
Total Other Financing Sources (Uses)	1,982,989	905,000	-	350,000	(2,965)	-	3,235,024
Net Change in Fund Balances	10,592,675	589,015	-	500,000	(14,148)	-	11,667,542
Fund Balances Beginning	26,169,164	3,529,128	200,000	2,500,000	267,754	-	32,666,046
Fund Balances Ending	<u>\$36,761,839</u>	<u>\$4,118,143</u>	<u>\$200,000</u>	<u>\$3,000,000</u>	<u>\$253,606</u>	<u>\$-</u>	<u>\$44,333,588</u>

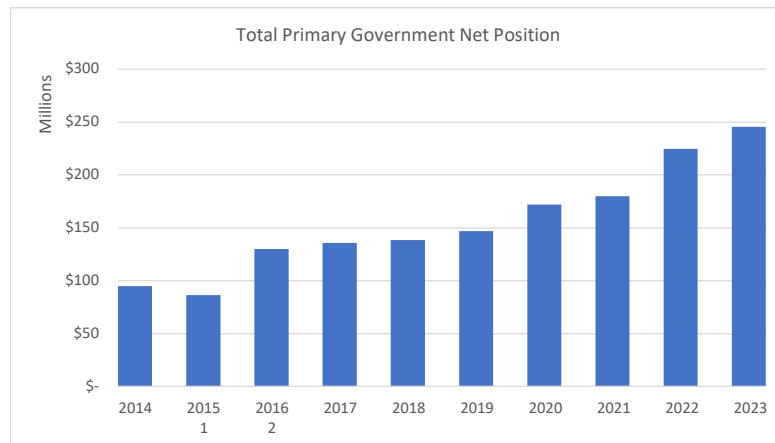


STATISTICAL SECTION

TABLE 1

City of Marina
Net Position
Last Ten Fiscal Years

	Fiscal Year Ended June 30,									
	2014	2015 ¹	2016 ²	2017	2018	2019	2020	2021	2022	2023
Governmental activities:										
Net investment in capital assets	\$ 20,295,121	\$ 22,196,868	\$ 61,460,494	\$ 64,902,023	\$ 74,531,326	\$ 74,955,690	\$ 76,644,586	\$ 77,649,251	\$ 78,193,840	\$ 71,602,733
Restricted	7,082,547	8,194,764	6,559,194	9,355,317	12,369,283	14,377,743	32,932,269	36,675,399	49,490,708	67,645,647
Unrestricted	18,619,528	7,227,722	12,018,477	11,101,690	1,153,328	5,397,539	8,141,549	10,374,278	41,188,811	49,112,851
Total governmental activities net position	<u>\$ 45,997,196</u>	<u>\$ 37,619,354</u>	<u>\$ 80,038,165</u>	<u>\$ 85,359,030</u>	<u>\$ 88,053,937</u>	<u>\$ 94,730,972</u>	<u>\$ 117,718,404</u>	<u>\$ 124,698,928</u>	<u>\$ 168,873,359</u>	<u>\$ 188,361,231</u>
Business-type activities:										
Net investment in capital assets	\$ 43,551,275	\$ 43,324,510	\$ 42,332,248	\$ 42,448,410	\$ 41,999,782	\$ 41,393,300	\$ 42,711,663	\$ 41,902,328	\$ 41,330,576	\$ 40,047,291
Restricted	-	-	-	-	-	-	-	-	-	-
Unrestricted	5,543,355	5,561,505	7,457,704	7,987,512	8,317,449	10,759,921	11,561,226	13,231,995	14,596,097	17,250,971
Total business-type activities net position	<u>\$ 49,094,630</u>	<u>\$ 48,886,015</u>	<u>\$ 49,789,952</u>	<u>\$ 50,435,922</u>	<u>\$ 50,317,231</u>	<u>\$ 52,153,221</u>	<u>\$ 54,272,889</u>	<u>\$ 55,134,323</u>	<u>\$ 55,926,673</u>	<u>\$ 57,298,262</u>
Primary government:										
Net investment in capital assets	\$ 63,846,396	\$ 65,521,378	\$ 103,792,742	\$ 107,350,433	\$ 116,531,108	\$ 116,348,990	\$ 119,356,249	\$ 119,551,579	\$ 119,524,416	\$ 111,650,024
Restricted	7,082,547	8,194,764	6,559,194	9,355,317	12,369,283	14,377,743	32,932,269	36,675,399	49,490,708	67,645,647
Unrestricted	24,162,883	12,789,227	19,476,181	19,089,202	9,470,777	16,157,460	19,702,775	23,606,273	55,784,908	66,363,822
Total primary government net position	<u>\$ 95,091,826</u>	<u>\$ 86,505,369</u>	<u>\$ 129,828,117</u>	<u>\$ 135,794,952</u>	<u>\$ 138,371,168</u>	<u>\$ 146,884,193</u>	<u>\$ 171,991,293</u>	<u>\$ 179,833,251</u>	<u>\$ 224,800,032</u>	<u>\$ 245,659,493</u>



Notes:

- 1 In Fiscal 2014/15, the City implemented Governmental Accounting Standards Board (GASB) Statement 68 - Accounting and Financial Reporting for Pensions, requiring the City to record a fictitious pension liability that was previously neither measurable nor recorded on the City's financial statements
- 2 In Fiscal 2015/16, the City acquired two significant capital assets; Preston Park Housing Project \$35.1 million and Dunes infrastructure \$2.9 million

Source: City of Marina Audited Financial Statements

TABLE 2

City of Marina
Changes in Net Position
Last Ten Fiscal Years

	Fiscal Year Ended June 30,									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental activities:										
General government	\$ 2,916,551	\$ 2,984,155	\$ 3,480,230	\$ 4,692,664	\$ 5,513,745	\$ 5,858,902	\$ 7,628,497	\$ 8,897,835	\$ 8,136,329	\$ 10,144,291
Public safety	10,600,203	10,128,248	9,854,516	11,351,326	10,668,593	10,604,157	14,422,863	13,666,296	14,228,442	14,912,300
Public works	2,757,413	2,887,311	1,873,600	1,908,465	1,915,307	2,216,656	2,689,673	2,405,492	2,132,980	2,244,348
Economic & Community Development	1,791,747	1,424,974	2,441,492	1,927,976	2,259,928	2,803,220	3,956,676	5,247,962	4,980,771	10,030,796
Recreation & cultural services	1,232,087	1,069,775	1,179,699	1,173,364	1,197,500	1,169,832	1,244,526	940,929	1,050,440	974,459
Public Improvements	765,115	896,127	1,505,639	1,689,946	1,883,898	2,177,696	-	-	-	-
Interest and fiscal charges	1,030,828	1,407,245	796,761	667,627	553,256	558,500	591,768	639,390	561,904	1,487,548
Total governmental activities expenses	21,093,944	20,797,835	21,131,937	23,411,368	23,992,227	25,388,963	30,534,003	31,797,904	31,090,866	39,793,742
Business-type activities:										
Airport	2,139,705	1,901,134	1,578,540	1,608,413	1,702,082	1,485,600	1,653,799	1,892,873	1,968,765	2,023,224
Preston Park Housing	-	-	3,940,705	6,435,459	6,622,148	2,594,187	6,083,395	6,317,011	7,304,452	6,687,201
Abrams-B Housing	2,897,135	2,606,945	3,224,211	3,106,604	3,394,698	5,974,685	4,128,113	3,167,489	2,989,874	2,999,833
Total business-type activities expenses	5,036,840	4,508,079	8,743,456	11,150,476	11,718,928	10,054,472	11,865,307	11,377,373	12,263,091	11,710,258
Total primary government expenses	\$ 26,130,784	\$ 25,305,914	\$ 29,875,393	\$ 34,561,844	\$ 35,711,155	\$ 35,443,435	\$ 42,399,310	\$ 43,175,277	\$ 43,353,957	\$ 51,504,000
Program Revenues										
Governmental activities:										
Charges for services & program revenues:										
General government	\$ 2,857,217	\$ 573,764	\$ 2,494,834	\$ 2,499,202	\$ 3,932,540	\$ 4,020,638	\$ 4,232,396	\$ 3,763,108	\$ 3,932,646	\$ 4,967,751
Public safety	848,336	603,046	786,543	733,781	909,599	218,953	196,284	289,185	359,321	356,363
Public works	905,055	1,751,989	-	599	440	-	-	-	-	-
Economic & Community Development	3,390,067	2,898,550	1,252,538	1,685,111	1,473,747	1,430,281	3,801,226	6,584,030	20,970,137	13,214,227
Recreation & cultural services	179,949	178,301	81,713	77,361	94,627	92,731	172,209	81,644	128,622	118,473
Public Improvements	60,905	1,056,078	1,929,360	2,306,877	2,295,007	1,776,845	-	-	-	-
Debt Service	1,063,287	1,215,804	-	-	-	-	-	-	-	-
Operating grants and contributions	501,893	438,044	380,876	-	397,385	846,776	1,018,974	1,788,253	5,145,614	3,288,535
Capital grants and contributions	658,007	2,286,975	4,585,380	-	1,197,861	1,517,506	11,212,794	383,039	8,178,443	3,020,487
Total governmental activities program revenues	10,464,716	11,002,551	11,511,244	7,302,931	10,301,206	9,903,730	20,633,883	12,889,259	38,714,783	24,965,836
Business-type activities:										
Charges for services:										
Airport	1,188,608	1,235,090	1,135,525	1,157,167	1,078,147	1,331,552	1,340,046	1,790,543	1,805,219	2,154,934
Preston Park Housing	-	-	4,934,125	6,328,162	6,469,476	3,455,449	6,843,782	7,058,160	7,190,772	7,388,417
Abrams-B Housing	2,965,994	3,058,722	3,197,353	3,264,067	3,324,176	6,687,941	3,495,394	3,477,132	3,662,562	3,779,079
Operating grants and contributions	-	-	10,000	390,351	10,000	-	-	-	-	-
Capital grants and contributions	-	-	-	3,986,805	696,860	-	2,530,886	462,750	669,523	489,473
Total business-type activities program revenues	4,154,602	4,293,812	9,277,003	15,126,552	11,578,659	11,474,942	14,210,108	12,788,585	13,328,076	13,811,903
Total primary government program revenues	14,619,318	15,296,363	20,788,247	22,429,483	21,879,865	21,378,672	34,843,991	25,677,844	52,042,859	38,777,739
Net (expense)/revenue:										
Governmental activities	(10,629,228)	(9,795,284)	(9,620,693)	(16,108,437)	(13,691,021)	(15,485,233)	(9,900,120)	(18,908,645)	7,623,917	(14,827,906)
Business-type activities	(882,238)	(214,267)	533,547	3,976,076	(140,269)	1,420,470	2,344,801	1,411,212	1,064,985	2,101,645
Total primary government net (expense)/revenue	\$ (11,511,466)	\$ (10,009,551)	\$ (9,087,146)	\$ (12,132,361)	\$ (13,831,290)	\$ (14,064,763)	\$ (7,555,319)	\$ (17,497,433)	\$ 8,688,902	\$ (12,726,261)
General Revenues and Other Changes in Net Assets										
Governmental activities:										
Taxes										
Property taxes	\$ 4,595,756	\$ 5,109,408	\$ 2,719,013	\$ 3,018,698	\$ 3,261,967	\$ 3,796,881	\$ 3,724,035	\$ 3,919,415	\$ 4,502,513	\$ 5,182,526
Sales and use taxes	4,588,760	4,849,207	5,210,921	5,366,144	5,929,585	6,862,925	8,420,971	9,640,663	11,207,575	11,111,996
Franchise taxes	726,548	823,764	1,007,012	1,084,574	1,173,881	1,976,778	1,225,160	1,238,550	1,379,811	1,349,123
Transient occupancy taxes	2,154,023	2,395,263	2,549,531	2,680,928	3,297,828	4,008,179	3,472,430	3,501,246	4,631,337	4,584,644
Gas taxes	-	-	-	-	-	-	946,422	986,884	946,041	1,015,025
Motor vehicle taxes	-	-	2,685,134	2,934,743	3,252,508	3,649,318	4,012,763	4,360,659	4,756,478	5,241,930
Other taxes	-	-	-	-	-	-	142,225	101,780	211,466	567,023
Grants not restricted to a program	-	-	-	-	-	-	2,149,827	139,197	69,807	254,442
Investment earnings	23,541	28,416	75,584	149,622	402,805	613,259	973,856	679,275	319,032	2,881,166
Transfers, Miscellaneous & One-time revenues	1,641,886	1,423,896	730,262	1,817,437	2,466,111	1,254,928	1,536,863	1,597,893	1,423,504	2,127,903
Special items	-	-	37,062,047	-	(3,398,757)	-	6,283,000	-	6,323,477	-
Total governmental activities	13,730,514	14,629,954	52,039,504	17,052,146	16,385,928	22,162,268	32,887,552	26,165,562	35,771,041	34,315,778
Business-type activities:										
Other revenue	-	-	-	-	-	-	274,299	226,507	252,874	232,584
Investment earnings	5,941	5,653	6,954	10,824	21,578	76,494	87,568	55,758	171,877	367,665
Contributed capital assets	13,960	-	-	1,036,227	-	324,720	-	-	-	-
Transfers In(Out) Net	-	-	-	-	-	14,306	(587,000)	(832,043)	(864,575)	(1,330,305)
Total business-type activities	19,901	5,653	6,954	1,047,051	21,578	415,520	(225,133)	(549,778)	(439,824)	(730,056)
Total primary government	\$ 13,750,415	\$ 14,635,607	\$ 52,046,458	\$ 18,099,197	\$ 16,407,506	\$ 22,577,788	\$ 32,662,419	\$ 25,615,784	\$ 35,331,217	\$ 33,585,722
Change in Net Position										
Governmental activities	\$ 3,101,286	\$ 4,834,670	\$ 42,418,811	\$ 943,709	\$ 2,694,907	\$ 6,677,035	\$ 22,987,432	\$ 7,256,917	\$ 43,394,958	\$ 19,487,872
Business-type activities	(862,337)	(208,614)	540,501	5,023,127	(118,691)	1,835,990	2,119,668	861,434	625,161	1,371,589
Total primary government	\$ 2,238,949	\$ 4,626,056	\$ 42,959,312	\$ 5,966,836	\$ 2,576,216	\$ 8,513,025	\$ 25,107,100	\$ 8,118,351	\$ 44,020,119	\$ 20,859,461

Source: City of Marina Audited Financial Statements

City of Marina
Fund Balances of Governmental Funds
Last Ten Fiscal Years

TABLE 3

	Fiscal Year Ended June 30,									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Fund										
Nonspendable	\$ 545,361	\$ 715,669	\$ 543,713	\$ 530,713	\$ 530,713	\$ -	\$ -	\$ -	\$ 403,700	\$ 309,169
Restricted	180,782	396,081	446,329	211,371	511,371	239,497	595,729	235,609	241,408	235,038
Committed	200,000	603,705	570,730	7,027,012	7,367,012	9,644,438	10,597,489	11,457,490	13,498,251	15,080,252
Unassigned	6,478,231	6,142,694	6,340,666	1,318,952	4,157,087	7,549,288	13,313,018	15,435,737	18,522,687	28,709,129
Total General Fund	\$ 7,404,374	\$ 7,858,149	\$ 7,901,438	\$ 9,088,048	\$ 12,566,183	\$ 17,433,223	\$ 24,506,236	\$ 27,128,836	\$ 32,666,046	\$ 44,333,588
All other governmental funds										
Restricted				-						
Recreation & Social Service Programs	\$ 388,107	\$ 437,778	\$ 396,963	\$ 456,117	\$ 529,410	\$ 603,788	\$ 641,522	\$ 263,153	\$ 309,681	\$ 364,363
Transportation and Streets	-	-	-	-	-	-	1,655,668	2,130,397	2,449,778	2,918,571
Economic & Community Development	4,691,109	6,742,282	5,094,894	8,270,438	10,318,250	13,121,425	25,464,987	28,452,169	41,488,214	47,465,962
Capital Improvements & Maintenance	918,950	15,068	59,329	256,727	950,955	1,500,191	3,613,719	4,639,733	8,340,525	6,700,604
Debt service	903,599	603,555	561,680	859,522	884,213	889,834	960,644	954,338	925,612	12,733,230
Committed	3,984,776	4,935,756	8,159,831	5,411,834	6,617,787	5,960,566	6,966,622	8,522,887	29,502,879	27,337,841
Unassigned	-	-	-	-	-	(376)	(1,561)	(2,296)	(276)	(477)
Total all other governmental funds	\$ 10,886,541	\$ 12,734,439	\$ 14,272,697	\$ 15,254,638	\$ 19,300,615	\$ 22,075,428	\$ 39,301,601	\$ 44,960,381	\$ 83,016,413	\$ 97,520,094
Fund Balance - All Governmental Funds	\$ 18,290,915	\$ 20,592,588	\$ 22,174,135	\$ 24,342,686	\$ 31,866,798	\$ 39,508,651	\$ 63,807,837	\$ 72,089,217	\$ 115,682,459	\$ 141,853,682

Source: City of Marina audited financial statements

City of Marina
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years

TABLE 4

	Fiscal Year Ended June 30,									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues										
Taxes & assessments	\$ 13,403,846	\$ 13,859,210	\$ 14,776,278	\$ 15,622,866	\$ 17,513,555	\$ 21,359,063	\$ 21,944,005	\$ 23,749,197	\$ 27,906,373	\$ 29,052,266
Licenses, Permits & Fees	444,470	515,123	545,288	672,613	2,127,179	2,346,192	1,962,170	2,446,456	10,878,675	7,382,359
Fines and penalties	195,743	194,540	144,598	146,415	106,116	102,543	60,958	95,186	109,348	100,419
Intergovernmental revenues	-	-	2,649,113	3,224,446	2,252,459	2,069,412	15,455,706	2,530,786	5,759,109	4,282,955
Charges for services	8,730,551	9,732,507	5,315,358	5,203,312	6,074,165	5,136,602	6,378,832	8,064,882	14,357,935	11,010,300
Investment Earnings	38,287	41,926	75,584	149,622	402,532	613,259	973,856	679,275	319,032	2,881,166
Local contributions	-	-	-	-	-	-	-	-	7,500,523	2,764,985
Other revenues	108,332	1,242,920	39,664,855	2,893,494 (i)	1,169,157 (ii)	839,396	979,403	1,224,019	1,079,380	961,336
Total revenues	22,921,229	25,586,226	63,171,074	27,912,768	29,645,163	32,466,467	47,754,930	38,789,801	67,910,375	58,435,786
Expenditures										
General government	2,333,193	2,512,974	2,765,874	3,350,106	4,334,089	4,664,354	5,310,952	6,690,092	7,003,641	9,273,919
Public safety	10,209,287	10,551,880	10,425,058	10,581,491	10,127,912	10,300,132	11,281,745	12,046,544	12,800,633	13,228,179
Public works	2,686,096	2,906,689	1,784,937	1,798,782	1,821,925	1,868,424	2,109,907	2,206,588	1,935,452	2,085,003
Economic & community development	1,800,790	1,448,506	2,441,977	1,923,875	2,254,588	2,641,074	2,439,900	4,052,730	3,694,361	8,441,084
Recreation & cultural services	1,080,272	895,100	964,613	950,754	1,002,449	994,789	950,128	812,409	926,437	865,526
Public improvements/capital outlay	3,153,496	2,722,948	41,314,503	6,281,854	2,042,472	3,678,333	6,850,668	3,994,336	4,200,899	8,582,716
Debt Service										
Principal	1,214,878	661,757	1,284,007	889,686	625,200	765,000	809,692	888,516	991,695	1,600,664
Interest and fiscal charges	1,041,082	1,063,563	734,155	719,354	641,193	561,358	572,752	649,249	572,916	1,357,192
Total expenditures	23,519,094	22,763,417	61,715,124	26,495,902	22,849,828	25,473,464	30,325,744	31,340,464	32,126,034	45,434,283
Excess of revenues over(under) expenditures	(597,865)	2,822,809	1,455,950	1,416,866	6,795,335	6,993,003	17,429,186	7,449,337	35,784,341	13,001,503
Other financing sources (uses)										
Transfers in	2,928,560	3,149,165	4,669,312	2,156,862	1,312,011	4,298,165	6,421,672	5,821,845	22,344,337	13,794,033
Transfers out	(2,387,529)	(3,017,733)	(4,543,717)	(1,405,176)	(583,234)	(4,312,471)	(5,834,672)	(4,989,802)	(21,479,762)	(12,463,728)
Sale of capital assets	1,068,800	-	-	-	-	-	6,283,000	-	6,323,477	-
Issuance of long-term debt	-	(401,716)	-	-	-	663,156	-	-	275,212	11,839,415
Total other financing sources (uses)	1,609,831	(270,284)	125,595	751,686	728,777	648,850	6,870,000	832,043	7,463,264	13,169,720
Net change in fund balances	\$ 1,011,966	\$ 2,552,525	\$ 1,581,545	\$ 2,168,552	\$ 7,524,112	\$ 7,641,853	\$ 24,299,186	\$ 8,281,380	\$ 43,247,605	\$ 26,171,223
Beginning Fund Balances	17,278,949	18,290,915	20,592,588	22,174,136	24,342,686	31,866,798	39,508,651	63,807,837	72,089,217	115,682,459
Rounding	-	-	3	(2)	-	-	-	-	-	-
Prior-period adjustment	-	(250,852)	-	-	-	-	-	-	345,637	-
Ending Fund Balances	\$ 18,290,915	\$ 20,592,588	\$ 22,174,136	\$ 24,342,686	\$ 31,866,798	\$ 39,508,651	\$ 63,807,837	\$ 72,089,217	\$ 115,682,459	\$ 141,853,682

(i) - during FY 2015/2016 the City recorded a one-time revenue resulting from sale of a 50-year leasehold interest in the Preston Park Housing development to the Preston Park Corporation. An extraordinary capital outlay cost was recorded for the acquisition of that asset. In addition, the developer of the former University Villages donated almost \$3 Million infrastructure which was recognized as one-time revenue. Other one-time capital asset-related revenues totalled \$1.3 Million

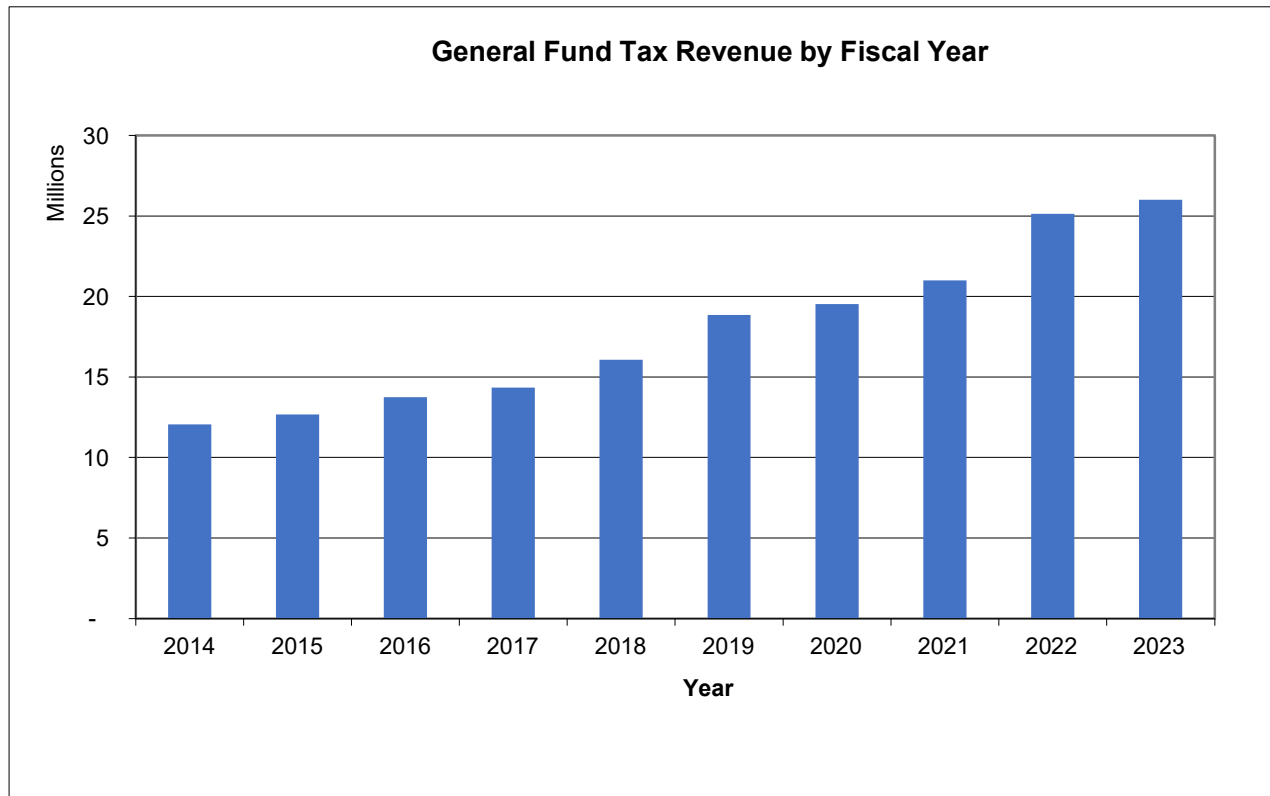
(ii) - During fiscal 2016/17 The City recorded a one-time revenue of almost \$2 from donation of infrastructure at the Dunes development. In addition, significant extraordinary grants for capital improvements were received.

Source: City of Marina Audited Financial Statements

City of Marina
General Fund Tax Revenues
Last Ten Fiscal Years

TABLE 5

Fiscal Year Ended June 30,	Property	Sales	Franchise & Cardroom	Transient Occupancy	Motor Vehicle. In-Lieu	Total
2014	2,199,001	4,588,760	726,548	2,154,023	2,396,756	12,065,088
2015	2,045,073	4,849,207	823,764	2,395,263	2,555,616	12,668,923
2016	2,252,005	5,210,921	1,037,816	2,549,531	2,685,134	13,735,407
2017	2,462,394	5,288,097	983,741	2,680,927	2,934,017	14,349,176
2018	2,616,657	5,847,182	1,057,654	3,297,828	3,252,508	16,071,829
2019	3,079,361	6,862,925	1,259,574	4,008,180	3,649,318	18,859,358
2020	3,044,638	7,740,865	1,249,755	3,472,431	4,012,763	19,520,452
2021	3,111,184	8,793,254	1,221,904	3,501,246	4,360,659	20,988,247
2022	3,790,110	10,365,252	1,591,277	4,631,337	4,756,478	25,134,454
2023	4,271,735	10,110,214	1,801,654	4,584,644	5,241,930	26,010,177

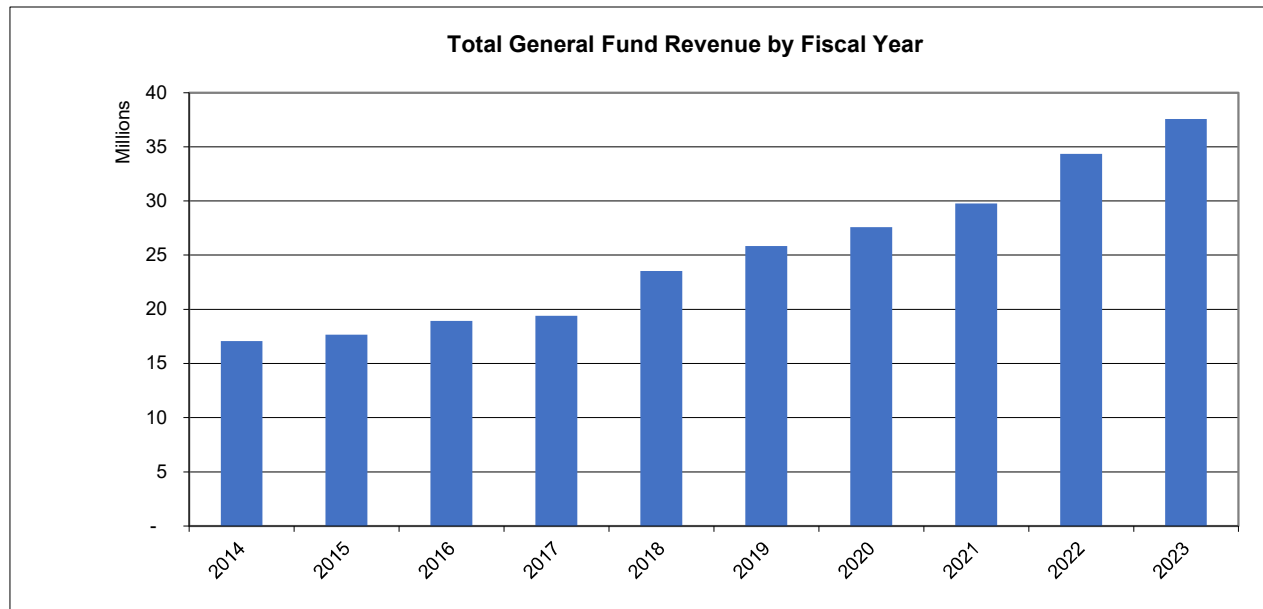


Source: City of Marina Financial Statements

City of Marina
General Fund Revenues
Last Ten Fiscal Years

TABLE 6

Fiscal Year Ended June 30,	Taxes	Licenses, Permits & Fees	Fines, Penalties and Forfeitures	Chrg for Svcs Grants & Program Income	Investment Earnings	Other	Total *
2014	12,065,088	444,470	195,743	4,295,003	23,597	32,054	17,055,955
2015	12,668,923	515,123	194,540	4,016,197	26,961	236,379	17,658,123
2016 **	13,735,407	545,288	144,598	4,311,415	41,376	145,502	18,923,586
2017 ***	14,349,176	672,613	146,415	3,719,176	96,574	429,215	19,413,169
2018	16,071,829	2,127,179	106,116	3,455,823	242,670	1,531,133	23,534,750
2019	18,859,358	2,346,192	102,543	3,313,868	334,220	881,440	25,837,621
2020	19,502,452	1,962,170	60,957	4,045,957	552,780	1,445,811	27,570,127
2021	20,988,247	2,446,456	95,186	5,429,334	323,971	466,679	29,749,873
2022	25,134,454	2,721,385	109,348	5,861,947	164,114	349,519	34,340,767
2023	26,010,177	4,383,208	100,419	5,493,721	1,350,285	223,294	37,561,104



Source: City of Marina Financial Statements

* Excludes transfers in from other funds

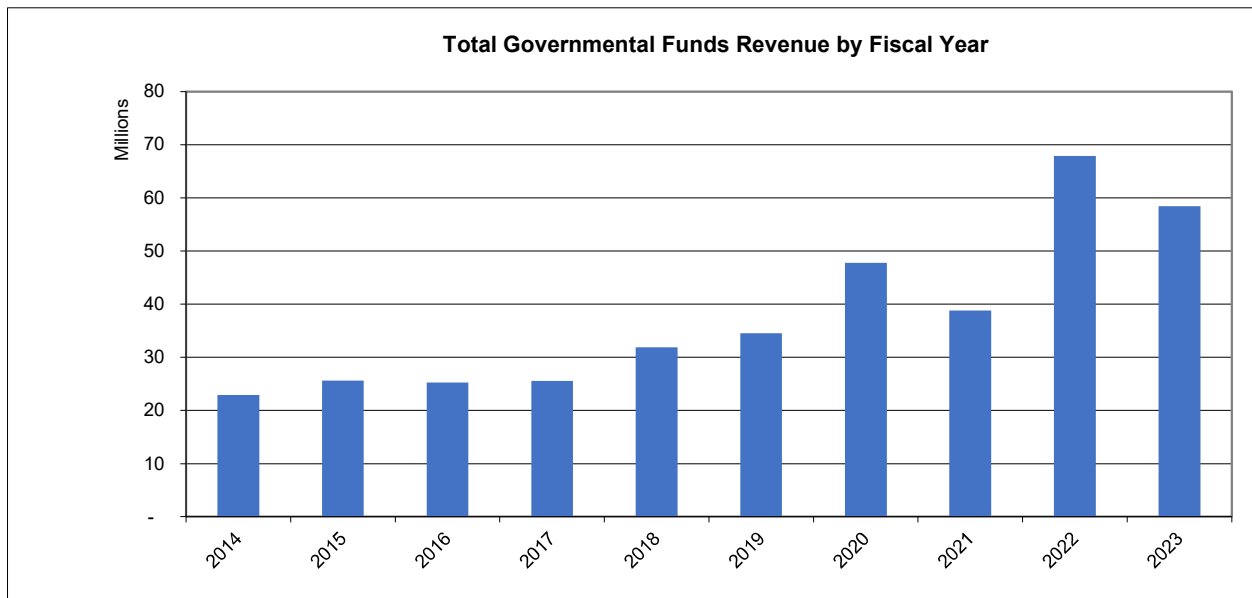
** Other excludes \$37.9 million non-cash capital assets transactions for consistency

*** Other excludes \$1.6 million non-cash capital assets transactions for consistency

City of Marina
All Governmental Funds Revenues
Last Ten Fiscal Years

TABLE 7

Fiscal Year Ended June 30,	Taxes & Assessments	Licenses, Permits & Fees	Fines, Penalties and Forfeitures	Intergov't Revenues	Chrg for Services	Investment Earnings	Other	Total *
2014	13,403,846	444,470	195,743	-	8,730,551	38,287	108,332	22,921,229
2015	13,859,210	515,123	194,540	-	9,732,507	41,926	1,242,920	25,586,226
2016	** 14,776,278	545,288	144,598	2,649,113	5,315,358	75,584	1,751,986	25,258,205
2017	*** 15,622,866	672,613	146,415	3,224,446	5,203,312	149,622	546,503	25,565,777
2018	17,513,555	2,127,179	106,116	2,252,459	6,074,165	402,532	3,421,616	31,897,622
2019	**** 21,359,063	2,346,192	102,543	2,069,412	5,136,602	613,259	2,908,808	34,535,879
2020	21,944,005	1,962,170	60,958	15,455,706	6,378,832	973,856	979,403	47,754,930
2021	23,749,197	2,446,456	95,186	2,530,786	8,064,882	679,275	1,224,019	38,789,801
2022	27,906,373	10,878,675	109,348	5,759,109	14,357,935	319,032	8,579,903	67,910,375
2023	29,052,266	7,382,359	100,419	4,282,955	11,010,300	2,881,166	3,726,321	58,435,786



Source: City of Marina Financial Statements

- * Excludes interfund transfers in
- ** Other excludes \$37.9 million non-cash capital lease transactions for consistency
- *** Other excludes \$1.6 million non-cash capital assets transactions for consistency
- **** Other excludes \$.66 million non-cash lease transaction for consistency

City of Marina
Total Outstanding Debt
Last Ten Fiscal Years

TABLE 8

	Fiscal Year Ended June 30,									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental Activities:										
General obligation library refunding bonds	\$ 8,260,000	\$ 7,925,000	\$ 7,640,000	\$ 7,555,000	\$ 7,390,000	\$ 7,195,000	\$ 6,970,000	\$ 6,710,000	\$ 6,430,000	\$ 6,135,000
Pension obligation bonds	1,995,000	1,470,000	900,000	275,000	145,000	-	-	-	-	-
Total General Obligation Bonds	10,255,000	9,395,000	8,540,000	7,830,000	7,535,000	7,195,000	6,970,000	6,710,000	6,430,000	6,135,000
Revenue bonds - Abrams-B Housing	12,165,000	11,820,000	11,465,000	11,275,000	10,860,000	10,435,000	10,005,000	9,565,000	9,115,000	8,650,000
Limited obligation bonds - Marina Greens	155,000	-	-	-	-	-	-	-	-	-
Total Limited Obligation & Revenue Bonds	12,320,000	11,820,000	11,465,000	11,275,000	10,860,000	10,435,000	10,005,000	9,565,000	9,115,000	8,650,000
Total Bonded Indebtedness	22,575,000	21,215,000	20,005,000	19,105,000	18,395,000	17,630,000	16,975,000	16,275,000	15,545,000	14,785,000
Certificates of participation - Measure X	-	-	-	-	-	-	-	-	-	11,480,638
Compensated absences	1,273,047	1,137,080	1,223,211	1,289,557	1,234,374	1,374,294	1,544,477	1,581,280	1,604,523	1,474,423
Leases	164,532	92,774	18,767	-	-	663,156	508,464	596,341	609,858	759,644
Subscription liabilities	-	-	-	-	-	-	-	-	-	636,214
Total Governmental Activities	24,012,579	22,444,854	21,246,978	20,394,557	19,629,374	19,667,450	19,027,941	18,452,621	17,759,381	29,135,919
Business-type Activities:										
Promissory note - Preston Park Housing	-	-	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000
Total Business-type Activities	-	-	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000	35,950,000
Total Debt	\$ 24,012,579	\$ 22,444,854	\$ 57,196,978	\$ 56,344,557	\$ 55,579,374	\$ 55,617,450	\$ 54,977,941	\$ 54,402,621	\$ 53,709,381	\$ 65,085,919
Per Capita income ¹	\$ 25,101	\$ 24,773	\$ 25,327	\$ 26,525	\$ 28,168	\$ 29,705	\$ 30,895	\$ 33,348	\$ 38,304	\$ 44,678
Personal income ¹ (in thousands)	\$ 509,601	\$ 521,199	\$ 546,937	\$ 587,343	\$ 631,639	\$ 681,936	\$ 689,608	\$ 730,984	\$ 821,890	\$ 985,949
Debt as percentage of personal income	4.71%	4.31%	10.46%	9.59%	8.80%	8.16%	7.97%	7.44%	6.53%	6.60%
Population ²	20,302	21,039	21,595	22,143	22,424	22,957	22,321	21,920	21,457	22,068
Total debt per capita	1,183	1,067	2,649	2,545	2,479	2,423	2,463	2,482	2,503	2,949
Taxable Assessed value ³	1,461,630,562	1,561,125,061	1,642,092,991	1,803,719,945	1,924,857,463	2,168,132,130	2,385,745,200	2,599,147,176	2,838,045,534	3,138,694,133
Total Debt as % of assessed value	1.64%	1.44%	3.48%	3.12%	2.89%	2.57%	2.30%	2.09%	1.89%	2.07%

Notes:

Source: City of Marina Audited Financial Statements

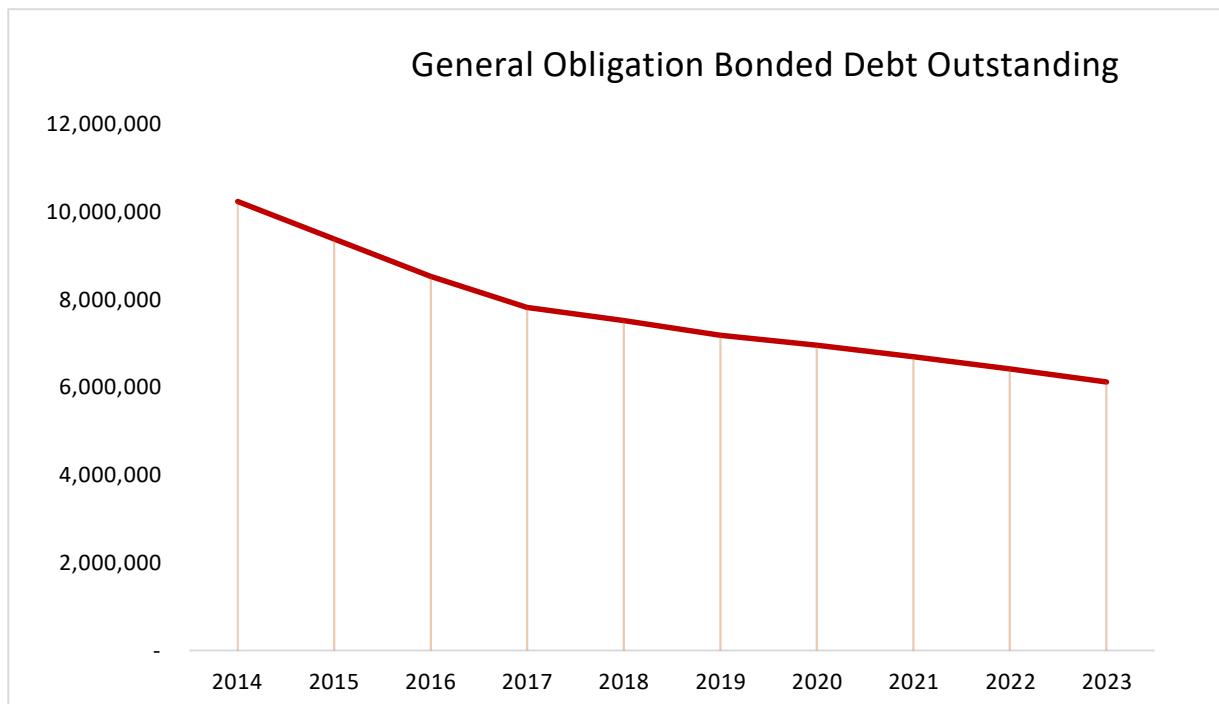
(-) No data available

¹ MuniServices LLC (for 2018 estimated 2% increase from prior year) - Personal Income calculated by multiplying per capita income by total population (see ²)² California Department of Finance³ Monterey County Tax Rate Books, as detailed by MuniServices LLC (see Table 11)

City of Marina
Bonded Debt
Last Ten Fiscal Years

TABLE 9

Fiscal Year Ended June 30	³ Total Bonded Debt	³ Less: Revenue Bonds	³ General Obligation Bonded Debt	G.O. Debt as a % of Assessed Value	G.O. Debt Per Capita	Taxable Assessed Value ¹	Population ²
2014	22,575,000	12,320,000	10,255,000	0.70%	505	1,461,630,562	20,302
2015	21,215,000	11,820,000	9,395,000	0.60%	447	1,561,125,061	21,039
2016	20,005,000	11,465,000	8,540,000	0.52%	395	1,642,092,991	21,595
2017	19,105,000	11,275,000	7,830,000	0.43%	354	1,803,719,945	22,143
2018	18,395,000	10,860,000	7,535,000	0.39%	336	1,924,857,463	22,424
2019	17,630,000	10,435,000	7,195,000	0.33%	313	2,168,132,130	22,957
2020	16,975,000	10,005,000	6,970,000	0.29%	312	2,385,745,200	22,321
2021	16,275,000	9,565,000	6,710,000	0.26%	306	2,599,147,176	21,920
2022	15,545,000	9,115,000	6,430,000	0.23%	300	2,838,045,534	21,457
2023	14,785,000	8,650,000	6,135,000	0.20%	278	3,138,694,133	22,068



Source: ¹ Monterey County Auditor-Controller Tax Rate Book

² California Department of Finance mid-fiscal year (e.g. 2008 population @ 1/1/2008)

³ City of Marina Audited Financial Statements

City of Marina

TABLE 10

Demographic and Economic Statistics Last ten fiscal years

Fiscal Year Ended June 30,	Population (1)	Personal Income (2)	Per Capita Personal Income (2)	Median Age (4)	**Public School Enrollment	County Unemployment Rate (%) (3)	City Unemployment Rate(%) (3)	County Population (1)
2014	20,073	503,852	25,101	37.3	10,768	10.1%	6.0%	421,494
2015	20,268	502,099	24,773	36.5	10,653	7.6%	5.7%	425,756
2016	20,872	528,625	25,327	36.5	10,633	8.1%	6.1%	425,413
2017	21,528	571,030	26,525	36.9	10,732	7.6%	5.7%	442,365
2018	22,424	631,639	28,168	36.9	10,685	9.4%	3.1%	443,281
2019	22,957	681,936	29,705	36.8	10,658	4.7%	2.6%	445,414
2020	22,321	689,608	30,895	34.9	10,526	16.8%	19.3%	441,143
2021	21,920	730,984	33,348	33.9	9,994	10.8%	10.2%	437,318
2022	21,457	821,890	38,304	34.4	9,909	4.4%	2.1%	433,716
2023	22,068	985,949	44,678	36.0	9,809	6.3%	3.1%	430,368

Source: MuniServices, LLC / Avenu Insights & Analytics

1.) Population Projections are provided by the California Department of Finance Projections.

2.) Income Data is derived from previous income adjusted for inflation.

3.) Unemployment Data is provided by the EDD's Bureau of Labor Statistics Department.

4.) Data provided by the United States Census Data Sets Tables.

**Student Enrollment reflects the total number of students enrolled in the Monterey Peninsula Unified School District.

Other school districts within the City are not accounted for in this statistic.

(-) No data available

City of Marina

Citywide Assessed Value and Estimated Actual Value of Taxable Property Last Ten Fiscal Years

TABLE 11

Fiscal Year Ended June 30,	Residential Property	Commercial Property	Other Property	Total Secured Property	Unsecured Property	Less Tax- exempt property	Taxable Assessed Value	Total Direct Tax Rate (1)	Estimated Actual Taxable Value (2)	Factor of Taxable Assessed Value (2)
2014	1,042,168,418	214,316,449	236,797,577	1,493,282,444	57,910,086	89,561,968	1,461,630,562	0.195687	-	-
2015	1,119,179,396	230,300,136	241,538,459	1,591,017,991	60,026,223	89,919,153	1,561,125,061	0.195687	-	-
2016	1,191,143,317	235,961,520	271,722,544	1,698,827,381	60,963,585	117,697,975	1,642,092,991	0.195687	-	-
2017	1,304,549,843	239,333,525	323,669,510	1,867,552,878	70,591,640	134,424,573	1,803,719,945	0.195687	2,566,421,120	1.4228490
2018	1,434,005,745	280,826,470	279,447,839	1,994,280,054	70,557,468	139,980,059	1,924,857,463	0.195687	4,227,144,827	2.1960820
2019	1,624,632,460	299,834,075	324,295,905	2,248,762,440	68,650,466	149,280,776	2,168,132,130	0.195687	3,598,481,418	1.6597150
2020	1,832,903,173	299,403,469	349,422,056	2,481,728,698	74,208,552	170,192,050	2,385,745,200	0.195687	4,402,847,247	1.8454809
2021	2,038,469,193	323,010,924	337,595,275	2,699,075,392	74,931,939	174,860,155	2,599,147,176	0.195687	3,863,740,763	1.4865417
2022	2,171,042,885	333,780,752	411,172,716	2,915,996,353	94,107,175	172,057,994	2,838,045,534	0.195687	4,837,325,669	1.7044567
2023	2,471,422,537	340,238,166	393,102,924	3,204,763,627	114,361,923	180,431,417	3,138,694,133	0.195687	5,396,003,897	1.7191880

Source: Monterey County Assessor data, MuniServices, LLC

(1.) Total direct tax rate is represented by TRA 12-004.

(2.) Estimated Actual Value is derived from a series of calculations comparing median assessed values from 1940 to current median sale prices. Based on these calculations a multiplier value was extrapolated and applied to current assessed values.

(-) No data available

City of Marina

TABLE 12

Total Assessed Value of Property by Use Code, Citywide
Last Ten Fiscal Years

Fiscal Year Ended June 30,										
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Residential	1,042,168,418	1,119,179,396	1,191,143,317	1,304,549,843	1,434,005,745	1,624,632,460	1,832,903,173	2,038,469,193	2,171,042,885	2,471,422,537
Commercial	214,316,449	230,300,136	235,961,520	239,333,525	280,826,470	299,834,075	299,403,469	323,010,924	333,780,752	340,238,166
Vacant	91,495,277	92,842,928	113,779,359	159,784,721	86,517,557	107,563,261	118,749,943	102,071,314	171,033,049	146,279,386
Professional	27,065,788	27,188,660	27,731,885	28,154,791	55,396,279	74,410,577	81,659,246	83,292,426	84,155,329	85,838,430
Industrial	43,126,163	45,472,293	47,528,389	50,935,771	50,311,955	51,429,463	53,428,857	54,707,908	55,772,674	56,902,068
Miscellaneous	23,885,720	24,134,083	24,581,435	24,859,615	28,798,906	30,396,302	31,701,673	32,438,297	32,682,443	33,096,219
Recreation	6,649,897	6,672,672	5,890,646	5,970,475	6,081,476	6,198,320	14,250,237	14,522,610	21,926,784	22,356,651
Rural	10,817,599	10,896,679	11,112,371	11,280,290	13,054,808	14,390,658	14,678,468	14,972,034	15,127,142	19,166,807
Social	13,342,598	13,405,529	13,659,612	13,862,915	14,456,257	14,745,873	15,350,500	15,654,726	15,809,711	15,348,843
Institution	8,890,706	9,014,743	9,217,872	10,257,867	10,439,846	10,584,094	11,083,917	11,248,345	11,222,180	10,604,234
Unknown	11,523,829	11,910,872	18,220,975	18,563,065	14,390,755	14,577,357	8,519,215	8,687,615	3,443,404	3,510,286
Total Secured Value	1,493,282,444	1,591,017,991	1,698,827,381	1,867,552,878	1,994,280,054	2,248,762,440	2,481,728,698	2,699,075,392	2,915,996,353	3,204,763,627
Unsecured	57,910,086	60,026,223	60,963,585	70,591,640	70,557,468	68,650,466	74,208,552	74,931,939	94,107,175	114,361,923
Exemptions	89,561,968	89,919,153	117,697,975	134,424,573	139,980,059	149,280,776	170,192,050	174,860,155	172,057,994	180,431,417
Total Assessed Value	1,461,630,562	1,561,125,061	1,642,092,991	1,803,719,945	1,924,857,463	2,168,132,130	2,385,745,200	2,599,147,176	2,838,045,534	3,138,694,133

Source: Monterey County Assessor data, MuniServices, LLC / Avenu Insights & Analytics

Use code categories are based on Monterey County Assessor's data

City of Marina

Direct and Overlapping Property Tax Rates Last Nine Fiscal Years

TABLE 13

	Fiscal Year Ended June 30,									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Basic City and County Levy										
Monterey County-Wide	0.246232	0.246232	0.246232	0.246232	0.246232	0.246232	0.246232	0.246232	0.246232	0.246232
County Library	0.022722	0.022722	0.022722	0.022722	0.022722	0.022722	0.022722	0.022722	0.022722	0.022722
City of Marina	0.195687	0.195687	0.195687	0.195687	0.195687	0.195687	0.195687	0.195687	0.195687	0.195687
Monterey County Office of Education	0.026664	0.026664	0.026664	0.026664	0.026664	0.026664	0.026664	0.026664	0.026664	0.026664
Monterey Pen Unified School District	0.437978	0.437978	0.437978	0.437978	0.437978	0.437978	0.437978	0.437978	0.437978	0.437978
Monterey Pen College	0.047299	0.047299	0.047299	0.047299	0.047299	0.047299	0.047299	0.047299	0.047299	0.047299
MCWRA Dist	0.001391	0.001391	0.001391	0.001391	0.001391	0.001391	0.001391	0.001391	0.001391	0.001391
Monterey Regional Park Dist	0.011593	0.011593	0.011593	0.011593	0.011593	0.011593	0.011593	0.011593	0.011593	0.011593
North Salinas Valley Mosquito Abater	0.008347	0.008347	0.008347	0.008347	0.008347	0.008347	0.008347	0.008347	0.008347	0.008347
Moss Landing Harbor Dist	0.002087	0.002087	0.002087	0.002087	0.002087	0.002087	0.002087	0.002087	0.002087	0.002087
TOTAL 1% BREAKOUT	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Override Assessments										
City of Marina debt service	0.004684	0.004602	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Marina Library 2002 Election Series 2005	0.028118	0.027962	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Monterey Pen CCD 2013 Refund	0.015772	0.032471	0.023039	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Monterey Pen USD 2010 Ser A & 2012 Election	0.021309	0.022774	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Marina 2015 GO Refunding Bonds	0.000000	0.000000	0.022348	0.023068	0.021612	0.023200	0.019640	0.022180	0.016740	0.017420
Monterey Penn CCD 2002 BC & 2013 Ref AB & 2016 Ref	0.000000	0.000000	0.000000	0.022336	0.021655	0.021187	0.020484	0.020166	0.032006	0.030336
Monterey Pen USD 2010 Ser A & B	0.000000	0.000000	0.030000	0.030000	0.028902	0.091957	0.117071	0.041454	0.060422	0.056544
TOTAL OVERRIDE RATE	0.069883	0.087809	0.075387	0.075404	0.072169	0.136344	0.157195	0.083800	0.109168	0.104300
Total Tax Rate	1.069883	1.087809	1.075387	1.075404	1.072169	1.136344	1.157195	1.083800	1.109168	1.104300

Source: County Auditor/Controller data, MuniServices, LLC /Avenu Insights & Analytics

Rates are not adjusted for ERAF

TRA 12-004 is represented for this report

TABLE 14

City of Marina**Principal Property Tax Payers****Last Fiscal Year and Nine Years Ago**

Taxpayer	2022-23		2013-14	
	Taxable Value (\$)	Percent of Total City Taxable Value (%)	Taxable Value (\$)	Percent of Total City Taxable Value (%)
Hamstra-Appleton LLC	54,431,255	1.73%		
LV44 Limited Partnership	45,112,405	1.44%	28,357,558	1.94%
The Gates At Marina LLC	40,238,000	1.28%		
Pacific Coast Highway Property LLC	38,021,108	1.21%		
Shea Homes Limited Partnership	35,466,888	1.13%		
Wathen Castanos Peterson Homes Inc Et Al	34,130,283	1.09%		
Marina Developers Inc	32,659,017	1.04%		
HHLP Sanctuary Associates LLC	32,109,550	1.02%		
MHC Marina Dunes L P	29,124,185	0.93%		
Wal-Mart Stores Inc	28,832,570	0.92%	22,688,674	1.55%
Joby Aviation	27,806,460	0.89%		
Target Corporation	25,284,000	0.81%	20,500,000	1.40%
Marina Hotels CI LLC	24,282,857	0.77%		
Community Hospital Properties Inc	24,054,958	0.77%	21,947,078	1.50%
Cemex Inc	20,922,383	0.67%	16,999,679	1.16%
Monterey Peninsula Hotels Group LP	20,026,452	0.64%		
Tate Michael J Tr	18,827,242	0.60%	15,531,233	1.06%
Marina Community Partners LLC	16,486,424	0.53%	49,775,668	3.41%
Sea Breeze Marina LLC	15,104,186	0.48%		
SPPI Commercial LLC	14,320,541	0.46%		
Valle Del Sol Properties LLC Et Al	13,998,140	0.45%		
189 Seaside LLC	12,818,257	0.41%		
Preston Park Sustainable Community Nonprofit Corp	11,501,032	0.37%		
SKN Properties	11,284,876	0.36%		
Foux Anthony Tr & Zimmerman Gregory J	10,170,776	0.32%		
Shea Marina Village LLC			41,339,664	2.83%
Cypress Marina Heights LP			17,652,823	1.21%
Alliance Residential Co Inc.			14,041,561	0.96%
MDR TMI LLC			12,450,000	0.85%
Sierra Pacific Properties Inc.			10,881,808	0.74%
Kohls Department Stores Inc.			10,405,716	0.71%
Ocean Lodging LLC			9,615,309	0.66%
Cypress Gates Inc.			9,408,116	0.64%
ELS Properties Corp			8,474,648	0.58%
Brooks William H			8,263,530	0.57%
Marina Cypress Apts LLC			7,880,579	0.54%
Vega Nelson A Susan J			7,634,707	0.52%
Vieira Linda M Manuel A			7,201,980	0.49%
Marina Beach Inn Inc.			7,046,897	0.48%
Cypress Sands Apartment Partne			6,675,000	0.46%
Marina RV LLC			6,649,897	0.45%
Nehawandian Abolghassen Parido			6,343,681	0.43%
Burch Roger A Michele			6,112,814	0.42%
Total Top 25 Taxpayers	637,013,845	20.32%	373,878,620	25.56%
Total Taxable Value	3,138,694,133	100.00%	1,461,630,562	100.00%

Source: County Assessor data, MuniServices, LLC / Avenu Insights & Analytics

City of Marina
Principal Employers

TABLE 15

Business Name	2022-23	
	Number of Employees	Percent of Total Employment (%)
Monterey Peninsula Unified School District*	251	1.89%
Walmart Supercenter**	225	1.69%
Target**	180	1.35%
Monterey Regional Waste Management District	134	1.01%
City of Marina	90	0.68%
Scudder Roofing Company	85	0.64%
Monterey One Water Treatment Plant***	84	0.63%
Kohl's	63	0.47%
REI - Recreational Equipment Inc.	55	0.41%
Michaels Craft Store	26	0.20%
Total Top 10 Employers	1,193	8.97%
Total City Labor Force (1)	13,300	

Source: MuniServices, LLC / Avenu Insights & Analytics

Results based on direct correspondence with city's local businesses.

1.) Total City Labor Force provided by EDD Labor Force Data.

* Only schools located within the City of Marina.

** Previous year's count applied. No response from business.

*** Includes Marina and Monterey location.

City of Marina
Overlapping Debt

Table 16

<u>2022-23 Assessed Valuation:</u>	\$	3,153,911,885		
		Total Debt		City's Share of
<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>		6/30/2023	% Applicable ⁽¹⁾	Debt 6/30/23
Monterey County Water Resources Agency, Zone No. 2 C	\$	18,755,000	3.790%	\$ 710,815
Hartnell Joint Community College District		243,151,667	0.100%	243,152
Monterey Peninsula Community College District		118,657,396	6.767%	8,029,546
Monterey Peninsula Unified School District		216,717,679	18.745%	40,623,729
North Monterey County Unified School District		27,990,000	0.439%	122,876
City of Marina		6,135,000	100.000%	6,135,000
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT				\$ 55,865,118
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>				
Monterey County General Fund Obligations	\$	119,773,645	3.79%	\$ 4,539,421
Monterey County Office of Education General Fund Obligations		4,534,000	379.00%	171,839
North Monterey County Unified School District Certificates of Participation		2,550,000	43.90%	11,195
City of Marina General Fund Obligations		10,550,000	100.00%	10,550,000 ⁽²⁾
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT				\$ 15,272,455
Less: Monterey County supported obligations				108,114
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT				\$ 15,164,341
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</u>	\$	62,225,000	69.019 - 100. %	\$ 53,541,026
TOTAL DIRECT DEBT				\$ 16,685,000
TOTAL GROSS OVERLAPPING DEBT				\$ 107,993,599
TOTAL NET OVERLAPPING DEBT				\$ 107,885,485
GROSS COMBINED TOTAL DEBT				\$ 124,678,599 ⁽³⁾
NET COMBINED TOTAL DEBT				\$ 124,570,485

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) Excludes Certificates of Participation dated 7/7/22.

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2022-23 Assessed Valuation:

Direct Debt (\$6,135,000)	0.19%
Total Direct and Overlapping Tax and Assessment Debt	1.77%
Total Direct Debt (\$6,430,000)	0.53%
Gross Combined Total Debt	3.95%
Net Combined Total Debt	3.95%

Ratios to Redevelopment Successor Agency Incremental Valuation (\$1,287,468,432):

Total Overlapping Tax Increment Debt	4.16%
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Source: Avenu Insights & Analytics
California Municipal Statistics, Inc.



CITY OF MARINA, CALIFORNIA
SINGLE AUDIT REPORT
FOR THE YEAR ENDED JUNE 30, 2023



Chavan & Associates, LLP
Certified Public Accountants
15105 Concord Circle, Ste 130
Morgan Hill, CA 95037

CITY OF MARINA, CALIFORNIA
SINGLE AUDIT REPORT
TABLE OF CONTENTS
JUNE 30, 2023

	<u>PAGE NO.</u>
Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance in Accordance with Uniform Guidance.....	1 - 3
Schedule of Expenditures of Federal Awards.....	4
Notes to Schedule of Expenditures of Federal Awards	5
Schedule of Findings and Questioned Costs:	
Section I - Summary of Auditor's Results.....	6
Section II - Financial Statement Findings.....	7
Section III - Federal Awards Findings and Questioned Costs.....	7
Summary Schedule of Prior Year Findings	8
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	9 - 10



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

To the Honorable Mayor and Members of the
City Council of the City of Marina
Marina, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Marina's (the City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major federal programs

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.



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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.



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Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

C & A LLP

March 30, 2024
Morgan Hill, California

CITY OF MARINA, CALIFORNIA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing	Pass Through Number	Federal Expenditures
U.S. DEPARTMENT OF THE TREASURY			
Passed-through program from the State of California			
Coronavirus State and Local Fiscal Recovery Funds	21.027	(1) N/A	\$ 5,176,506
Total U.S. Department of the Treasury			<u>5,176,506</u>
U.S. DEPARTMENT OF HOMELAND SECURITY			
Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	97.083	N/A	318,998
Total U.S. Department of Homeland Security			<u>318,998</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 5,495,504</u>

(1) Audited as major program

Notes:

- a) The City has elected not to use the 10 percent de minimus indirect cost rate allowed under Uniform Guidance.
- b) There are no federal grants passed through to subrecipients.

The accompanying notes are an integral part of this financial statement.

CITY OF MARINA, CALIFORNIA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal grant activity of the City of Marina (the City) under programs of the federal government for the year ended June 30, 2023. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in *Title 2 U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The City has elected not to use the 10 percent de-minimus indirect cost rate as allowed under Uniform Guidance.

Note 3. Relationship to the Basic Financial Statements

The amounts reported in the accompanying schedule agree, in all material respects, to amounts reported within the City's financial statements. Federal award revenues are reported principally in the City's financial statements as intergovernmental revenues.

Note 4. Relationship to Federal Financial Reports

Amounts reported in the accompanying schedule agree or can be reconciled with the amounts reported or to be reported in the federal financial reports.

Note 5. Pass-Through Entities' Identifying Number

When federal awards are received from a pass-through entity, the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City has determined that no identifying number is assigned for the program, or the City was unable to obtain an identifying number from the pass-through entity.

CITY OF MARINA, CALIFORNIA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Section I - Summary of Auditor's Results**Financial Statements**

Type of auditor's report issued Unmodified

Internal control over financial reporting:

Material weaknesses? Yes x No

Significant deficiencies identified not
considered to be material weaknesses? Yes x None Reported

Non-compliance material to financial statements noted? Yes x No

Federal Awards

Internal control over major programs:

Material weaknesses? Yes x No

Significant deficiencies identified not
considered to be material weaknesses? Yes x None Reported

Type of auditor's report issued on compliance over major programs Unmodified

Any audit findings disclosed that are required to be reported in
accordance with 2 CFR 200.516(a) Yes x No

Identification of Major Programs:

<u>Assistance Listing</u>	<u>Name of Federal Program</u>
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between
type A and type B programs: \$ 750,000

Auditee qualified as low risk auditee? x Yes No

CITY OF MARINA, CALIFORNIA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Section II - Financial Statement Findings

No findings noted.

Section III - Federal Award Findings and Questioned Costs

No findings noted.

CITY OF MARINA, CALIFORNIA
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Section II - Financial Statement Findings

No findings noted.

Section III - Federal Award Findings and Questioned Costs

No findings noted.



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**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the
City Council of the City of Marina
Marina, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Marina (the “City”) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements, and have issued our report thereon dated March 30, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those



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provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

March 30, 2024
Morgan Hill, California



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To the City Council of the
City of Marina

We have audited the basic financial statements of the City of Marina as of and for the year ended June 30, 2023, and have issued our report thereon dated March 30, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility under Generally Accepted Auditing Standards and Government Auditing Standards

As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City of Marina solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing City of Marina's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.



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Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated with management.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We did not identify any significant risks that required special audit consideration.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Marina is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during June 30, 2023 other than the adoption of GASB 96, *Subscription-Based Information Technology Arrangements*. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements include accumulated depreciation, depreciation expense, market value adjustments related to LAIF, actuarial assumptions included in employee retirement plans that impact pension and other postemployment balances reported in the financial statements, and net present value calculations for right of use assets and leases.



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We evaluated the key factors and assumptions used to develop the identified estimates and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting City of Marina's financial statements relate to cash and investments, leases receivable, capital assets, pensions and long-term liabilities.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. No significant unusual transactions were identified as a result of our audit procedures that required the attention of management.

Identified or Suspected Fraud

We did not identify nor obtain information that indicates that fraud may have occurred.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected financial statement misstatements identified.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management.



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Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City of Marina's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. There were no circumstances that affect the form and content of our auditor's report.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated March 30, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City of Marina, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City of Marina's auditors.

This report is intended solely for the information and use of the Board and management of the City of Marina and is not intended to be and should not be used by anyone other than these specified parties.

C & A LLP

March 30, 2024
Morgan Hill, California



Chavan and Associates, LLP
Certified Public Accountants

City of Marina
City Council and Management
Marina, California

In planning and performing our audit of the financial statements of City of Marina as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered City of Marina's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Marina's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Marina's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible*: The chance of the future event or events occurring is more than remote but less than likely.
- *Probable*: The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The following is a summary of new accounting pronouncements from the Governmental Accounting Standards Board:

GASB Statement No. 100, Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62, effective fiscal 2024.

This statement enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. GASB 100 also requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. And GASB 100 addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI).



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GASB Statement No. 101, *Compensated Absences*, effective fiscal 2025.

Updates the recognition and measurement guidance for compensated absences by:

1. Aligning the recognition and measurement guidance under a unified model
2. Amending certain previously required disclosures
3. Amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability
4. Supersedes GASB 16

The purpose of this communication, which is an integral part of our audit, is to describe, for management and those charged with governance, the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Respectfully,

March 30, 2024
Morgan Hill, California

June 27, 2024

Item No. **11a**

Mayor and Members
of the City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL OPEN A PUBLIC HEARING AND CONSIDER INTRODUCTION
OF ORDINANCE NO. 2024-, MODIFYING TITLE 2 (ADMINISTRATION AND
PERSONNEL) TO UPDATE TERMINOLOGY IN MARINA MUNICIPAL CODE
FOR INCLUSIVITY: REPLACING 'COUNCILMAN' WITH 'COUNCILMEMBER'.
THIS ACTION IS NOT A PROJECT UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA)**

RECOMMENDATION

1. The City Council shall open a public hearing and consider adopting an ordinance amending the Marina Municipal Code Title 2 (Administration and Personnel) to update terminology in the Code for inclusivity: replacing “councilman” with “councilmember”.
2. Find that the action is not a project under CEQA.

BACKGROUND

The Marina Municipal Code, Title 2, Administration and Personnel, currently uses the term “councilman” in Chapters 2.04 (City Council) and 2.08 (City Manager). These sections of the code have remained unchanged since 1975, reflecting an outdated and non-inclusive terminology that fails to represent the diverse composition of our community and modern-day governance.

ANALYSIS

To ensure that the language within our Municipal Code accurately reflects the diversity and inclusivity of our City Council, it is recommended that the term “councilman” be replaced with “councilmember.” This change will encompass all genders and promote a more inclusive and equitable environment. Updating the terminology is a simple yet significant step towards acknowledging and respecting the contributions of all individuals, regardless of gender, who serve on the City Council. By making this amendment, we align our Municipal Code with contemporary values and practices, fostering a more welcoming and representative local government.

FISCAL IMPACT

No fiscal implications at this time.

Respectfully submitted by:

Layne Long
City Manager
City of Marina

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING TITLE 2 (ZONING CODE) OF THE MARINA MUNICIPAL CODE TO MODIFYING TITLE 2 (ADMINISTRATION AND PERSONNEL) TO UPDATE TERMINOLOGY IN MARINA MUNICIPAL CODE FOR INCLUSIVITY: REPLACING 'COUNCILMAN' WITH 'COUNCILMEMBER'

WHEREAS, the Marina Municipal Code, Title 2, Administration and Personnel, currently uses the term "councilman" in Chapters 2.04 (City Council) and 2.08 (City Manager). These sections of the code have remained unchanged since 1975, reflecting an outdated and non-inclusive terminology that fails to represent the diverse composition of our community and modern-day governance; and

WHEREAS, to ensure that the language within our Municipal Code accurately reflects the diversity and inclusivity of our City Council, it is recommended that the term "councilman" be replaced with "councilmember"; and

WHEREAS, this change will encompass all genders and promote a more inclusive and equitable environment; updating the terminology is a simple yet significant step towards acknowledging and respecting the contributions of all individuals, regardless of gender, who serve on the City Council; and

WHEREAS, by making this amendment, we align our municipal code with contemporary values and practices, fostering a more welcoming and representative local government;

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

Section 1. Findings.

The City Council finds and determines the recitals set forth above to be true and correct and by this reference, incorporates the same herein as findings.

Section 2. Title 2, Administration and Personnel, of the Marina City Code is hereby amended to read as follows. ~~Deleted items will be double-stricken;~~ amended or inserted items will be underlined and in red.

Chapter 2.04 CITY COUNCIL

2.04.010 Meetings—Time.

The regular meetings of the city council shall be held on the first and third Tuesdays of each month convening at the hour of five p.m. if there is a closed session and convening in open session at six-thirty p.m. The time and date of ~~council~~ council meetings may be set by resolution adopted by the council. (Ord. 2024-01 § 2, 2024; Ord. 2001-11 § 1, 2001; Ord. 78-12 § 1, 1978; Ord. 75-2 § 1, 1975)

2.04.020 Meetings—Place.

The regular meetings of the city council shall be held at the Marina Community Center, 211 Hillcrest Avenue, Marina, California. (Ord. 75-2 § 2, 1975)

2.04.030 Expenses—Reimbursement by city—Furnishing information.

A city ~~councilman~~ councilmember who intends to attend a convention, conference or meeting, or who is required to attend to city business in the discharge of his work, shall file with the city manager, on a form provided by the city, the following information: the date, the place and an itemized estimated expense statement and an estimated statement of any other expenditure believed to be necessary in connection with the business. A ~~councilman~~ councilmember may apply for expenses only in connection with the business. A ~~councilman~~ councilmember may apply for expenses only in connection with a meeting of expenses authorized in the annual budget. Expenses in connection with a meeting of city business not authorized in the budget may be reimbursed only after approval by the city council. (Ord. 75-9 § 1, 1975)

2.04.040 Expenses—Advances.

A. A city ~~councilman~~ councilmember may apply for and receive an advance of funds against his contemplated expenses upon approval by the city manager. Upon the ~~councilman's~~ councilmember's return to the city, he shall give a general itemized statement of expenditures.

B. The city manager may determine a per diem rate, and if he does so, the per diem rate shall include all expenses except transportation and registration for a convention. If the city manager fixes a per diem rate, a ~~councilman~~ councilmember attending upon city business is not entitled to any reimbursement or payment in excess of the per diem rate, except for transportation and registration and a convention and it is not necessary to submit an itemized statement of expenditures.

C. The city manager is authorized to prepare the forms he considers necessary in order to administer this chapter. (Ord. 75-9 § 2, 1975)

2.04.050 Expenses—City manager may grant exceptions.

The city manager may grant an exception or a variation to the requirements of this chapter when, in his judgment, an exception or variation is necessary, having in mind the economy of the city. The city council shall confirm each exception or variation granted by the city manager. (Ord. 75-9 § 3, 1975)

Chapter 2.08 CITY MANAGER

2.08.010 Office created.

The office of the city manager is created. The city council shall appoint the city manager and shall make the appointment wholly on the basis of his administrative and executive ability and qualifications. The city manager shall hold office at the pleasure of the city council. (Ord. 75-8 § 1, 1975)

2.08.030 Eligibility.

A member of the city council is not eligible for appointment as city manager until one year elapses after the councilmember ceases to be a member of the council. (Ord. 75-8 § 3, 1975)

2.08.040 Bond.

The city manager shall furnish a corporate surety bond approved by the city council in such sum the city council determines. The bond shall be conditioned upon the faithful performance of the duties imposed upon the city manager. The premium for the bond is a proper charge against the city. (Ord. 75-8 § 4, 1975)

2.08.050 Assistant city manager—Acting city manager.

The city council may also appoint an assistant city manager to serve as acting city manager during the temporary absence or disability of the city manager. If there is no assistant city manager, the city manager shall designate a qualified city employee to exercise the powers and perform the duties of city manager during his temporary absence or disability by filing a written notice with the city clerk or the deputy or assistant city clerk. If the city manager's absence or disability extends over a two-month period, the city council may appoint an acting city manager. (Ord. 75-8 § 5, 1975)

2.08.060 Compensation.

A. The city manager shall receive such compensation as the city council may determine from time to time.

B. The city manager shall be reimbursed for all actual and necessary expenses incurred by him in the performance of his official duties.

C. On termination of employment of the city manager by involuntary removal from service other than for wilful misconduct in office, the city manager shall receive cash severance pay in the lump sum equal to one month's pay for every year of continuous service or fraction as city manager, up to a total of four months' pay. The severance pay is computed at the highest salary received by the city manager during his service with the city. Involuntary removal from service shall include reduction in pay not applicable to all employees of the city. (Ord. 75-8 § 6, 1975)

2.08.070 Powers and duties.

The city manager is the administrative head of the government of the city, subject to the direction and control of the city council. He is responsible for the efficient administration of all the affairs of the city which are under his control. In addition to his general powers as administrative head, and not as a limitation on them, the city manager shall:

A. Enforce the laws and ordinances of the city and see that the franchises, contracts, permits and privileges granted by the council are faithfully observed;

- B. Control, order and give directions to all heads of departments and to subordinate officers and employees of the city who are subject to removal by him;
- C. Appoint, remove, promote and demote each officer and employee of the city, excepting the city attorney, subject to personnel ordinances, rules and regulations;
- D. Conduct studies and effect such administrative reorganization of offices, positions and units under his direction as are in the interest of efficient, effective and economical conduct of the city's business;
- E. Recommend to the council for adoption such measures and ordinances as he considers necessary;
- F. Attend all meetings of the council unless he is excused by the mayor individually or the council, except when his removal is under consideration;
- G. Keep the council advised at all times as to the financial condition and needs of the city;
- H. Prepare and submit the proposed annual budget and the proposed salary plan to the council for its approval;
- I. See that no expenditures are submitted or recommended to the council except on approval of the city manager or his authorized representative. The city manager or his authorized representative is responsible for the purchase of all supplies for all the departments and divisions of the city;
- J. Make investigations into the affairs of the city and each department and division of it and each contract and its proper performance by the city. The city manager shall investigate all complaints of matters concerning the administration of the city government and of the service maintained by public utilities in the city;
- K. Exercise general supervision over all public buildings, public parks, and all other public property under the control and jurisdiction of the council;
- L. Perform such other duties and exercise such other powers as the city council may delegate to him from time to time. (Ord. 96-25 § 1(2), 1996; Ord. 75-8 § 7, 1975)

2.08.080 Council-manager relations.

Each member of the city council shall deal with the administrative services of the city through the city manager, except for the purpose of inquiry. Neither the council nor a member of the council shall give orders or instructions to subordinates of the city manager. The city manager shall take his orders and instructions from the council only when the council is sitting in a duly convened meeting and no individual ~~councilman~~ councilmember shall give orders or instructions to the city manager. (Ord. 75-8 § 8, 1975)

2.08.090 Departmental cooperation.

Each subordinate officer and the city clerk, city treasurer and the city attorney shall assist the city manager in administering the affairs of the city efficiently, economically and harmoniously. (Ord. 75-8 § 9, 1975)

2.08.100 Attendance at commission meetings.

The city manager may, and upon request of the city council shall, attend meetings of the planning commission and other commissions, boards and committees created by the council. At these meetings which the city manager attends, boards or committees shall hear the city manager upon matters which he wishes to address the members, and he shall inform the members as to the status of matters being considered by the council. He shall cooperate to the fullest extent with the members of each commission, board and committee appointed by the council. (Ord. 75-8 § 10, 1975)

2.08.110 Removal—Council vote—Notice.

The city manager may be removed only by a majority vote of the whole city council, as then constituted, convened in a regular council meeting, subject to Sections [2.08.120](#) through [2.08.150](#) of this chapter. In case of his removal by the council, the council shall furnish the city manager with a written notice stating the council's intention to remove him at least thirty days before the effective date of his removal. If the city manager so requests, the council shall provide in writing reasons for the intended removal. The council shall provide the city manager with these written reasons within seven days after the receipt of a request from the city manager. The city manager shall make his request for the reasons in writing at least fifteen days before the effective date of his removal. (Ord. 75-8 § 11, 1975)

2.08.120 Removal—Hearing.

Within seven days after the delivery to the city manager of the notice of intention to remove, the city manager may request a hearing before the council by filing written notice with the city clerk or deputy or assistant city clerk. Thereafter, the council shall fix a time for the hearing. The council shall hold the hearing at its usual meeting place, before the effective date of the intended removal. At the hearing the city manager may appear and be heard with or without counsel. The purpose of the hearing is to allow the city manager to present to the council his grounds of opposition to his removal before the council acts. (Ord. 75-8 § 12, 1975)

2.08.130 Removal—Suspension pending hearing.

After furnishing the city manager with written notice of intended removal, the council may suspend him from duty, but his compensation continues until the effective date of his removal by action of the council taken after the hearing referred to in Section [2.08.120](#) of this chapter. (Ord. 75-8 § 13, 1975)

2.08.140 Removal—Discretion of council.

In removing the city manager, the council has absolute discretion and its action is final and conclusive and does not depend upon any particular showing or degree of proof at the hearing. (Ord. 75-8 § 14, 1975)

2.08.150 Removal—Limitations.

Notwithstanding Sections [2.08.110](#) through [2.08.140](#), the city manager may not be removed from office, other than for misconduct in office, during the period of one hundred eighty days following: 1) a general municipal election held in the city at which a member of the city council is elected, or 2) the time when a new city ~~councilman~~ **councilmember** is appointed. The purpose of this section is to allow each newly elected or appointed member of the council or a reorganized

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
APPROVING RECOMMENDED UPDATES TO THE MONTEREY
PENINSULA REGIONAL PARK DISTRICT MASTER PLAN AND DESIGN
DEVELOPMENT REPORT FOR LOCKE-PADDON WETLAND PARK**

REQUEST:

It is requested that the City Council consider:

1. Receive a report regarding recommended updates to the Monterey Peninsula Region Park District Master Plan and Design Development Report for Locke-Paddon Wetland Park and provide direction to the City Manager.

BACKGROUND:

Locke-Paddon Park is a unique and prominent park located on the northwest corner of Reservation Road & Del Monte Boulevard adjacent to the downtown center of Marina. The Park is primarily owned by the Monterey Peninsula Regional Park District (MPRPD); however, the City of Marina also own certain parcels.

In 1987, the City of Marina entered into a lease agreement with MPRPD to preserve, improve and enhance certain wetlands located in the City of Marina in accordance with the Wetlands Enhancement Plan previously adopted by the City. As a condition of the lease agreement between the City and the District, the City agreed to, at its costs, “....maintain in good condition, all portions of the premises, including, without limitation, all Tenant’s (City) personal property.

Over time, the City has had limited success at both maintaining and making the type and quality of improvements to Locke-Paddon Park, while the Park continues to be an important asset for both the City and the District. In 2004 a Locke-Paddon Improvement Committee was established consisting of MPRPD staff, Marina City staff, members of the City’s Recreation and Cultural Services Commission and residents from the City of Marina. The goal of the committee was to improve the current conditions of the Locke-Paddon Park and Wetlands area allowing for enhanced educational and recreational opportunities. The Committee worked with the Park District with the development and coordination of the Park Master Plan. The City of Marina also contributed \$15,000 towards the development of the Master Plan. The Master Plan was to define the reasonable improvements desired by the community, coordinated with the interested regulatory agencies and the prioritization for future improvement phases.

In 2005, the MPRPD adopted a Master Plan and Development Report for Locke-Paddon Wetland Park (**EXHIBIT A**). The purpose of the Plan is to establish a concept plan that depicts the recommended development of a specific site and/or special facility and to establish a realistic phasing program that fulfills primary needs and is as consistent as possible with financing resources. The Plan was to allow citizens, administrators, board members, and elected officials to participate effectively in the decisions on scope, function, priorities, and design concepts. (**EXHIBIT B**) is a graphic concept of the Locke-Paddon Wetland Park Final Master Plan.

Over the past twenty years, this Master Plan has guided the design and development of the park. The map shows the park was intended to serve a variety of recreation and educational needs for the greater Marina community. An essential feature of the park is the existing wetland pond, and it was planned to remain as is in the park design. Other key features of the park were the existing large Monterey Cypress trees and a large bright orange radio tower.

Some, but not all of the features envisioned in the final Master Plan map include:

- Recreation areas with volleyball, bocce ball and horseshoes
- Future Marina library
- A head pond and recirculating stream connecting to the wetland ponds.
- Meandering bike and foot paths
- Large picnic shelter, benches, picnic areas, tables, and BBQ
- Play area with structured play equipment.
- Interpretive and educational areas
- Parking areas
- Restrooms
- Elevated or floating decks to provide pedestrian access across the lake.
- Landscaping and planting areas that include turf areas and plantings that reflect indigenous plants of the area.

ANALYSIS:

While the development of the park has not occurred as quickly as expected, some significant development has happened including:

- The Marina community library with parking lot was built.
- A playground area with tables was included with the library project.
- A large radio tower was removed.
- Martin Luther King Sculpture garden was built.
- Oak woodland, community garden, food forest, and pollinator gardens are currently being developed.
- Habitat restoration area behind library
- 3.5-acre habitat mitigation area for Holiday Inn Express designated

Future Development

Community/Civic Center

In 2000, the City of Marina adopted an updated General. Included in this Plan is the identification of potential community/civic center sites. One of the primary goals of the General Plan is to bring together civic, commercial, cultural, and recreational uses to create a center or centers, to serve as a focus for community life and source of community identity in Marina. Three possible locations were identified in Marina which included Locke-Paddon Park/Marina Landing Site. “One candidate site is along Seaside Circle. This site is adjoined by Locke-Paddon Park and on the other by the Marina Landing Shopping Center. This site has the advantage of being located along the Reservation Road entrance to the City. Although the site has been primarily planned to accommodate a larger library for Marina, there may be an opportunity to add other civic facilities such as city offices and integrate them all with park and retail facilities.”

While no final decision has been made by the City on whether to develop civic or community facilities on the site, the site is proposed to be included as a site or facility since it has been part of the Marina General Plan for the past twenty-four years. The development of these types of facilities adjacent to the existing library are consistent with the Master Plan and Design Development Report.

Oak woodland, community garden, food forest area

This area continues to improve and develop through the extensive involvement of community volunteers, citizens for sustainable marina, and CSUMB students. Pathways, interpretive panels, drip irrigation, pollinator gardens, earth day celebrations, dune restoration area, community food, native plant, compost bins, murals, and oak woodland restoration are just some of the types of projects that will continue to development and expand in this area next to the library.

Pond Maintenance Plan

In 2012 the City completed an Implementation Plan for the management of Locke-Paddon wetland pond. The plan developed guidelines to help the City and the Park District in management and enhancement of both the pond and park. Nothing has been done since the completion of the report. However, in the current budget the Council has approved \$100,000 to hire a consultant to develop a specific maintenance plan and measures to start the management, maintenance, and enhancement of the pond and park.

Asian Garden

A couple years ago, the City Council allocated \$250,000 to start the development of an Asian Garden in Locke-Paddon Park. The intent of this park is to bring the Marina community together and celebrate the multiculturalism in American and the diverse Asian community in Marina. The selection of this site for the Asian Garden is for multiple reasons, including the existing water features of the park, the already planned head pond and recirculating stream. It is also in a central location and next to Marina's downtown district and complements the library and other features of the park. It can serve as a gathering place for both residents of the city, community members of our neighbor cities as well as bring in tourist to our downtown area.

The Asian Communities of Marina (ACOM) has been involved in developing the concept for this plan. Many trips have been made to the Shinzen Garden and the Ume Garden in Fresno, California. Paul Saito, the landscape artist who originally designed the Shinzen Garden is helping to create a concept design plan. The garden itself would take up about an acre of space.

Habitat Mitigation Area for Holiday Inn Express

Approximately a 3.5-acre parcel in the park was established as an offsite mitigation for the development of the Holiday Inn Express hotel. Over the years, the management and maintenance of this area has not happened. This is another future project that needs to be developed.

Site Location

The potential site for the community/civic center would be adjacent to the library and in the open space area closer to Seaside Circle.

The site for the Asian Garden could be in several locations closer to the wetland pond area dependent on the habitat mitigation area if it is restored in the original planned area or relocated elsewhere in the park.

FISCAL IMPACT:

No financial request at this time. Additional General Fund monies will need to be allocated for implementing the maintenance and management plan for the pond.

Park impact fees can be used for development of park amenities in the park.

Respectfully submitted,

Layne Long
City Manager
City of Marina

Final
MASTER PLAN AND DESIGN
DEVELOPMENT REPORT
LOCKE-PADDON WETLAND PARK



Monterey Peninsula Regional Park District

Prepared by:
purkiss.rose-rsi

August 2005



Table of Contents

	<u>Page Number</u>
Authority	1
Purpose	1
Vicinity Map	2
Background	3
Methodology	4
Site Description	5
Concept Plan	6
Development Concept	7
Possible Environmental Impacts	13
Cost Analysis	15
Opinion of Probable Cost	16
Maintenance Program	17
Appendix	18
Meeting Minutes for 11/4/04	
Sign-In Sheet for 11/4/04	
Meeting Minutes for 1/18/05	
Concept A Drawing	
Concept B Drawing	
Landscape Maintenance Specifications	

Authority

On September 16, 2004, the Monterey Peninsula Regional Park District entered into agreement with Purkiss-Rose-RSI to furnish park planning and landscape architectural services for the enlargement and enhancement of Locke-Paddon Wetland Park in the City of Marina. This service involved the preparation of a Master Plan and a Design Development Report for this park site.

Purpose

The Design Development Report (DDR) is an association of planning functions composed specifically to meet the needs of the public agency in processing the initial design of a park area or special facility. Its purpose is to establish a concept plan that depicts the recommended development of a specific site and/or special facility and to establish a realistic phasing program that fulfills primary needs and is as consistent as possible with financing resources.

The plan is prepared in a graphic form that allows the citizen, administrator, board member and elected official to participate effectively in the decisions on scope, function, priorities, and design concepts. The Design Development Report presents concepts of use; describes functional aspects of the design; investigates methods of implementation; describes potential environmental impacts; and promotes community understanding and support for the program.



Locke-Paddon Park

marina
state
beach



Monterey Peninsula Regional Park District
Locke-Paddon Wetland Park

Vicinity Map
April 2005

purkiss-rose-rsi
Landscape Architecture
Recreation and Park Planning
601 North Main Street
Palo Alto, California 94301
650/325-1000
purkiss.com



Background

The town of Marina was laid out in 1913 by William Locke-Paddon after he purchased 1500 acres from the David Jacks family of Monterey notoriety. Mr. Locke-Paddon was a very successful real estate speculator that specialized in buying small family farms throughout Northern California and then subdividing and marketing them as “Locke-Paddon Colonies.”

The large tract of coastal prairie that he purchased from the Jacks family was subdivided into 300 five acre parcels that sold for \$75 each. To help “sell” Marina, Mr. Locke-Paddon persuaded the Southern Pacific Railroad to put in a “flag-stop” to accommodate travelers, and prospective buyers, from the San Francisco area. The town was incorporated in 1975 and soon after began looking for projects to enhance the City’s character.

The Park District was also recently formed (1972) and was actively seeking cooperative open space projects within peninsula cities. A very noticeable characteristic of the City was its six vernal ponds. In 1986 a partnership was created between the Regional Park District, the City and the Coastal Conservancy to acquire the lands around KIDD pond – so named for the tall towers owned by the station of the same called letters.

Prior to any acquisitions, a pond enhancement plan was adopted which gave direction for the pond’s future development and protection. Once adopted, the District’s first purchase was the 12 acre Walton/KIDD parcel. By 1991 five of the six parcels were publicly owned and the park was dedicated as Locke-Paddon Wetland Community Park in honor of the City’s founder. The City also approved plans for a much needed library in the park. Acquisition of the last remaining private parcel, known as the Isakson Property has recently been completed. This effort which will complete a long 15 year effort that will also begin the final phase of its original goal – its enhancement and restoration as critical coastal wetland habitat.

In 1994 a comprehensive Vernal Pond Management Plan was adopted by the City that reaffirmed the unique wetland nature of the park as wildlife habitat.



Pond south end of project



Newly acquired Isakson property

Methodology

The provision of park and recreation facilities is a people-oriented program and successful implementation requires public support and involvement. Obviously, decisions cannot always meet the specific desires of all segments of the community. The basic nature of public recreation recognizes that people have varied interests and skills involving a wide spectrum of activities. Since the primary purpose of local parks is to accommodate many of these activities, it is incumbent on government to mitigate, as much as possible, all possible impacts on the site.

In an effort to generate public input and to ally the Locke-Paddon Wetland Park community with the overall recreation needs, a number of meetings were held. The first meeting was held on November 8th, 2004, at the Monterey Peninsula Regional Park District office and included representatives of the City, Locke-Paddon Improvement Committee, and other stakeholders. A brief history of the park site was described as well as the recreational needs/deficiencies that face the Park. Based on recommendations identified in the two previously adopted pond plans and input from the meeting, two conceptual Master Plans were developed and prepared.

The second meeting for community input was on January 19th, 2005, at the adjacent Holiday Inn Express conference room. Again, the project background was described with the two conceptual Master Plans proposals. The audience was divided into separate tables where participants expressed their concerns and ideas, which were noted.

The consensus was that conceptual Master Plan B, with some revisions, seemed to best meet community needs. From conceptual Master Plan B a proposed final Master Plan was developed for the Park District's approval.

A draft Master Plan was presented to the Monterey Regional Park District Board at their June 13, 2005, Board Meeting at Marina City Hall. There were some minor adjustments suggested by the Board. The public input expressed by attendees was supportive of the Master Plan. Ongoing maintenance responsibilities were a concern voiced by the public and Board members.

The draft Master Plan and Design Development Report was transmitted to the City of Marina Council members and presented for their information and input at their public meeting on July 19, 2005.

The final Master Plan and Design Development Report was presented to the MPRPD Board of Directors at their August 1, 2005 meeting.

Site Description

Locke-Paddon Wetland Park is located on the northwest corner of Reservation Road and Del Monte Boulevard in the City of Marina. The prominent site has a gradual elevation rise to the north to Seaside Circle. The site is bordered to the east by Del Monte Boulevard and the Southern Pacific Railroad line right-of-way, the south and west by Reservation Road, and the north by Seaside Avenue. The 23-acre park has been recently expanded on its east border by the acquisition of an additional 10 acres along the Southern Pacific Railroad right-of-way.



Isakson Property

There is significant vegetation within the site. Large Monterey Cypress provided a windscreen to the newly acquired property. Existing Park improvements have brought forth new landscape areas, including trees, shrubs and irrigation. A large mitigation area is centrally located in the park. A small constructed amphitheater, concrete picnic benches, trash receptacles are found throughout the park. A restroom facility is located on the northwest corner of the site near the intersection of Seaside Circle and Reservation Road.



Existing Improvements

The major feature of the park is the existing wetland pond at the toe of the gradual grassland slopes, which is freshwater and perennial. Water levels are maintained in winter through inflows of storm and groundwater. The pond is shallow with very little topographic variation, this results in a low diversity of vegetation and wildlife habitat types within and adjacent to the pond. The pond catches run off from the near-by shopping center on Reservation Road, which attributes to the pond's less than desirable water quality.



Homeless camp at Northeast end of site

A major concern within the park includes the control of homeless encampments on the corner of Del Monte Blvd. and Reservation Rd. in the willow understory. The large population of domestic geese and ducks within the pond has concerned the community and visitors with their aggressiveness, foul smell, and negative impact on water quality.



Future Library Site

RECREATION AREA
-VOLLEYBALL
-BOCCE BALL
-HORSESHOES

SMALL HEAD POND WITH
STREAM TO LARGE LAKE

EXISTING PARKING AND RESTROOM
FACILITY TO REMAIN

INTERPRETIVE EDUCATION AREA

PEDESTRIAN FOOT BRIDGES OVER STREAMS

EXISTING AMPHITHEATER TO REMAIN

EXISTING PATHWAY TO REMAIN

EXISTING MITIGATION AREA TO REMAIN

6' WIDE IMPROVED ADA COMPLIANT
FOOT PATH

EXTENT OF RADIO TOWER GROUNDING WIRES
(300' RADIUS)

LAKE OBSERVATION PLATFORM

10' WIDE MEANDERING SHARED
BIKE AND FOOT PATH

EXISTING LAKE WATER LINE

10' WIDE IMPROVED ADA COMPLIANT
BIKE AND FOOT PATH AROUND LAKE
PERIMETER

BENCHES AND TRASH RECEPTACLES
ALONG PATHWAY

LOW PROFILE
LIGHTING FIXTURE

ELEVATED OBSERVATION DECK AND WALK

CLEAN/PRUNE EXISTING WILLOW TREES
PROVIDE MORE VISIBILITY AND
SECURITY TO LAKE FROM INTERSECTION

Monterey Peninsula Regional Park District
Locke-Paddon Wetland Park
Final Master Plan
August 2005

LIBRARY PARKING STALLS FOR
62 CARS AND 8 DISABLED STALLS

LIBRARY BUILDING BY OTHERS

TOTLOT

DROP OFF ACCESS AND TWO
DISABLED STALLS

FUTURE ACCESS TO DIMAGGIO PARK

EXISTING TREE LINE/MASSING TO REMAIN
PRUNE AS NEEDED

BIKE RACK

TOTLOT AND PICNIC AREA

LARGE HEAD POND

GROUP PICNIC SHELTER WITH TABLES AND
BARBECUES

MEANDERING STREAM

PICNIC AREA

RIPARIAN HABITAT ALONG CREEK

LARGE OPEN GREENSWARD

INFORMAL STAGE

LANDSCAPE BERMS

ENHANCED ENTRY MONUMENT SIGN AT CORNER

EXHIBIT A



parkiss-rose - inc.
Landscape Architecture
Urban Planning
Recreation and Park Planning
1115 Coast Avenue, Suite 200
Pacifica, CA 94026
TEL: 650.351.1188
FAX: 650.351.1189
WWW.PARKISS-ROSE.COM

Development Concept

Design Overview

As a community park, Locke-Paddon Wetland Park is intended to serve a variety of recreation and educational needs associated with the greater Marina community. In developing the Master Plan for the park, there were several existing uses and conditions that affected the final design of the Master Plan.

One of the biggest constraints of the Park are the two existing radio towers. Although they can be a very good landmark for locating the park while driving on near-by Highway 1, their subsurface impact on park development is significant. Any improvements within a 300' radius of the towers must be above grade, due to the sub-surface grounding wires of the towers. Proposed improvements, including the library, have stayed clear of the grounding wires.

Existing Park improvements at the corner of Reservation Road and Seaside Avenue will remain as part of the Master Plan design, which include the restroom building and terraced landscape border. The 18-space parking lot will also remain to conveniently accommodate park visitors to the site.

The existing pond is essential to the park and is retained in the Master Plan *as is*. A suggestion would be for the pond to have an aeration system added, which can be implemented with the addition of artificial streams with head ponds. Habitat recommendations include removal of non-indigenous plant species and the thinning of the overgrown willows on the eastern end of the pond to help keep that portion of the park open, and thinning of the overgrowth and encroachment of cattails within the pond.

Library

The future home of the City of Marina Library is adjacent to the park site at the end of Seaside Avenue. Every effort will be made to integrate the development of the library with the surrounding park. Coordination will be vital in the planning for the park and library.



Radio Towers



Existing Improvements



Library and parking

Open Play Areas

The recently acquired 10-acre property provides an opportunity for new open space play areas. It is proposed that the area be bermed to provide a visual and sound buffer from the proposed visitor rail service project planned for the abandoned Union Pacific railroad right-of-way. The berm could also act as an informal amphitheater for an outdoor performance area. Improvements to this area could also include irregular groupings of trees as well as keeping most of the remaining Monterey Cypress trees, which currently form a visual landscape screen and separates the new 10-acre property from the rest of the park. A drop-off area will provide two convenient accessible parking stalls for visitors with special needs and provide a drop-off location for the large picnic shelter area.



Picnic/open play area w/ pavilion

Large Picnic Shelter

A large group picnic shelter is proposed in the open play area. Improvements may include a concrete slab under the shelter to house picnic tables, large barbecue grills and sinks. The large berm around the shelter will act as a wind break. A large informal grouping of trees surrounding the shelter will provide a sense of enclosure from the surrounding play area.

Lake, Pond and Streams

The Lake is recommended to remain “as is”, with some minor clean-up, removal of exotic plant species and thinning of willows and cattails. Two re-circulating streams and head ponds are included in the proposed park design for a number of reasons. They will not only take advantage of the natural grade changes and water collection aspect of the site, but they will add interest and another educational habitat type to the park. They will also provide an aeration system for the pond, which will have a beneficial effect on the currently high bacteria count. The stream sources will begin at the two head ponds as proposed for the recently acquired 10-acre property. They are directed toward the lake via constructed, lined streambeds that meander south along internal pathways into the lake, and allowing for the possibility of riffling cascades. The existing and proposed pedestrian trails will be bridged at the streams crossings. To further enhance the educational and habitat character of the proposed streams, it is suggested that they be bordered with typical riparian trees, shrubs and perennials. Research and related materials would also be found at the library to provide a cooperative educational experience to all park visitors.



Large Head Pond & Stream/Riparian Habitat.

Play Areas

Two passive play areas are proposed on the site; one associated with the group picnic area on the recently acquired 10-acre property; the other overlooking the head pond near the Library building to the north of the site. Both are conveniently located near activity areas and are accessible by walkways, which tie into the overall circulation system of the park. Both play areas are defined by a concrete curb, which contains rubberized surfacing or wood chips and acts as a mow strip for maintenance ease.



Tot lot near Library

Play equipment is recommended to include modern state-of-the-art play structures with slides, ladders, bridges, transitions, lookout platforms, balance beams, climbing apparatuses, and various play panels. Improvements will be designed for ADA compliant access.

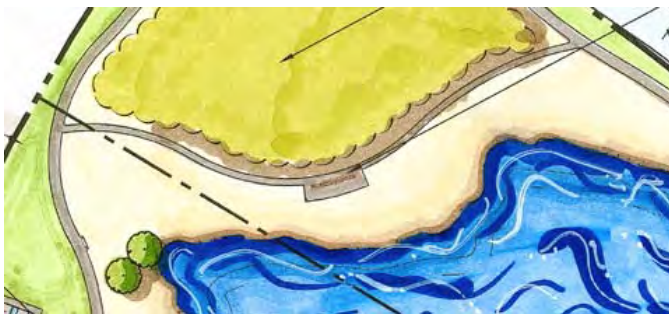
Large Informal Amphitheater

The grass slope and berming in the open play area on the east side of the park along the railroad right-of-way is intended to act as a sound and visual buffer and as an informal amphitheater for community events. A stage area is recommended for the foot of the slope and would be back-dropped by the lake.



Informal Amphitheater

Trails and foot paths



A 10' wide ADA compliant bike path will replace the existing path along the south-west perimeter of the lake and connect the

existing Monterey Bay Coastal Trail along Del Monte Boulevard with the existing parking area on Seaside Avenue. The path will also connect with other existing and proposed trails to provide access around the complete perimeter of the lake. It is also suggested that the trail system be enhanced with benches, trash receptacles, interpretive displays, and exercise stations. Thinning of the willow trees on the southern edge of lake will create an opportunity to provide an observation deck to view the lake. The observation deck could incorporate a seating area and trash receptacles. Two other observational platforms are suggested for the northern part of the lake and could include benches, interpretive panels, and trash receptacles. In addition to concrete walks, there may be opportunities for elevated or floating decks to provide pedestrian access over high water areas or across the lake. In considering these deck systems, there are agency concerns regarding



Southern Park entry



Trails adjacent to Reservation Road

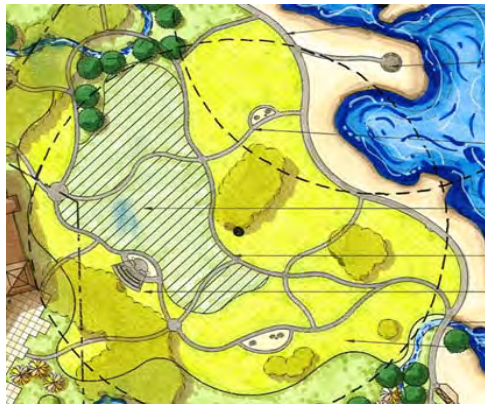
construction costs, maintenance requirements, habitat impact, as well as safety and liability. These access options will be further considered during design development when more specific topographic and drainage information is available. All other existing and proposed trails are recommended to be ADA compliant with a medium broom finished concrete surface.

Signage

An elevated new park sign is recommended at the corner of Reservation Road and Del Monte Blvd. The new identification signage should incorporate recycled materials. Directional signage and facility identification signs are recommended where necessary to direct park users to the appropriate parking and activity areas. Signs should also identify the restroom facilities and handicapped parking spaces, where applicable. Interpretive kiosks, panel displays, and signage should be placed adjacent to the walkways and at interpretive/education areas for effective use.

Interpretive Educational Area

A large portion of the existing park site is recommended as an interpretive education area with a series of ADA compliant trails looping throughout the park. The intent of the interpretive area is to provide environmental education opportunities to park visitors. Each area will be defined by the trail system. These educational areas should primarily consist of plant communities indigenous to the Marina site and, where appropriate and useful for environmental



educational purposes, to Monterey County. The area includes the existing amphitheater with suggested minor aesthetic changes, and the existing Holiday Inn Express mitigation area. The individual picnic tables and trash receptacles scattered along the edge of these trails should be consolidated and located in the passive play area of the recently acquired 10-acre property. Concrete slabs are recommended under tables to minimize maintenance requirements. Turn-out areas with rock features along the trails can provide a resting place as well as a chance for informal interpretive and social interaction without obstructing walkers.



Existing Park Signage



Existing Amphitheater



Interpretive turn-out with rock outcropping



Existing Mitigation Area

Landscaping

Proposed planting is intended to define and buffer the activity areas from each other. Plantings can be used to direct views and circulation through the park site. In proposed turf areas trees should be located at least 20 feet apart to allow efficient mowing with large mowers. Concrete mow strips should be used to delineate between turf and planting areas for maintenance ease. Plant species should be selected to reflect the indigenous plants of the area and to minimize maintenance requirements. Trees are recommended to provide wind deflection in activity areas. To preserve existing trees that are notable specimens, pruning, thinning, and removal should be done under direction of a certified arborist.

It is recommended that the entire site be covered by an automatic sprinkler system designed to provide adequate irrigation for the different types of landscape planting. Low precipitation heads should be used to minimize water runoff, particularly in steep areas.

Rotary type sprinklers could be used in the proposed large maintained turf areas. Impact type sprinklers are appropriate in areas where groundcover planting is proposed. Elevated heads should be protected from damage caused by users and maintenance equipment. In addition to low-volume heads, various water conservation methods should be used to maximize efficiency of the irrigation system.

Parking

The parking has been proposed as convenient to activity areas as possible. Access to all parking areas is off of Seaside Avenue only. The parking area located near the group picnic area is for handicapped parking only. A drop-off has been incorporated in that area to provide access for loading and unloading equipment, supplies or visitors as needed. The road can also serve public safety and maintenance vehicle access to the play area. The existing parking area on the northwest can accommodate 17 cars and has a single accessible space. The remaining library parking area can accommodate an additional 62 cars and eight ADA accessible spaces. All parking areas are recommended to be composed of asphalt with striping, tree planting, curb and gutters, and accessible sidewalks and ramps.

Future Park Connections

With the proximity of Locke-Paddon Wetland Park to Vince Dimaggio Park, there was public interest to provide a connection between these two facilities. The Union Pacific Rail line could be a major factor in this design if it is re-activated in the future. Though there is an existing sidewalk along the eastern side of Del Monte Boulevard and a crosswalk at Reservation Road, any future design considerations might include a pedestrian overpass linking the two parks.



Proposed connection to Dimaggio Park

Possible Environmental Impacts

This preliminary evaluation of environmental conditions and possible impacts has been made without the benefit of thorough scientific assessments or testing techniques. These preliminary findings are based on visual inspection of the site; comparison with similar projects; and a working knowledge of the CEQA process. The primary intent is to identify critical impacts early in the design program so that solutions reflect both environmental concerns and functional criteria.

Aesthetics

The transition from vacant land to high quality landscaping recreational amenities not yet present in the community is direct, major and extremely beneficial. The proposed park improvements will contribute to the recreational, social and aesthetic character of the City of Marina area as a whole, and will substantially improve the aesthetic quality of the immediate neighborhood.

Noise

Negative impacts are minimal. During construction there may be significant, though temporary, increases in noise levels. The new uses and intensities capable for this site based on the proposed new recreation improvements will increase current internal noise levels. However, proposed plantings and berms within the site will significantly buffer new noise impacts by acting as an acoustical shield, particularly when planted. The relatively low impact of the rest of the site should cause no significant noise problems, no more than what is currently on the existing site. Control of construction noise will be by enforcement of construction specifications and inspection. Noise generated from park maintenance equipment can be controlled by adequate muffler devices and work scheduling. Program scheduling will control organized activities and the noise they generate.

Light and glare

Any installed security lighting should be low profile and directed downward with a minimal amount of light spill or glare, and be an energy efficient, high intensity discharge type. The particular types should be selected for color and control of light distribution pattern. Mitigation measures could include:

- (1) shielding the light sources where necessary;
- (2) controlling the lighting systems by timers for limited use; and
- (3) designing security lighting to a minimal level to eliminate dark spots in the park without glare.

Traffic and Parking

The generation of additional traffic (vehicular, bicycle and pedestrian) will be experienced on the northern edge of the site along Seaside Avenue. No vehicular access is allowed anywhere on the site except at the entrances off Seaside Avenue. The amount and intensity of traffic will be primarily a function of the proposed new library and secondarily related to the proposed park improvements but will need to be quantified nonetheless.

Water Usage

The park will be designed to conserve water resources wherever possible. Native indigenous plant species are generally drought tolerant and the proposed turf area can be planted with a drought resistant grass. The irrigation system can be automatically controlled allowing specific water conserving adjustment in various areas (according to the plant species and particular microclimate). Low volume irrigation heads can reduce runoff, particularly on slopes. Rain and moisture sensors can also be used to monitor and control the irrigation system.

Water from the lake will be re-circulated through the proposed stream system and should be considered to supply the irrigation system.

The existing water well on the newly acquired Isakson property will be investigated as a potential source of water for lake replenishment and irrigation.

Cost Analysis

The Design Development Report is a planning product that provides required information to establish a realistic program of implementation. Not only does it determine an accurate scope of proposed development, it must also provide detailed estimates of construction costs.

Construction costs can be projected quite accurately after the establishment of scope and the adoption of reasonable standards of development. Cost projections are based on tested costing information, including comparisons with similar projects or facilities that have been constructed during the past six month period. Estimates do not include future inflation factors and they must be updated according to schedule of accomplishment.

The attached *Opinion of Probable Construction Cost* table identifies typical costs associated with the types of development improvements contemplated in the plan for a park with the size and scope of development proposed for Locke-Paddon Wetland Park. The costs are significant because the plan is ambitious and has as an outcome a park that will be highly attractive, easily accessible, user friendly, diverse in its micro-environments, and educationally provocative. It must also be noted that the park has seen very little improvement or maintenance funding over its nearly 20-years of existence. The proposed recreational, landscape, and habitat improvements will create a high-caliber park that will be much used and appreciated by the community as well as be a source of civic and agency pride as the landscape and uses mature. The investment may seem substantial but is typical of an urban open space park this size.

The costs are anticipated to be phased over time with the initial improvements related to turf and landscape enhancements and recreational amenities to improve the appearance of the park and attract more use by the community. Further phases will address accessibility and habitat enhancements as funds become available. By phasing the construction costs, there is the opportunity for capital campaigns that have specific goals and tangible items. Phasing also helps spread the costs over time and not encumber the Park District's budget or the community's ability to generate cost-sharing funds.

Job Name: Monterey Peninsula Regional Park District
Job Number: Locke-Paddon Wetland Park
 04-158

Date: June 3, 2005

Purkiss Rose-RSI
 801 N. Harbor Blvd.
 Fullerton, CA 92832
 Tel. (714) 871-3638
 Fax (714) 871-1188

OPINION OF PROBABLE CONSTRUCTION COST

NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT COST	ITEM COST	TOTAL
1	255,900	S.F.	Site clearing and grubbing	\$ 0.05	\$ 12,795.00	
2	255,900	S.F.	Rough Grading	\$ 0.30	\$ 76,770.00	
3	255,900	S.F.	Finish Grading	\$ 0.15	\$ 38,385.00	
4	54,745	S.F.	Enhanced Mitigation Area	\$ 0.10	\$ 5,474.50	
5	141,940	S.F.	Interpretive Education Area	\$ 0.15	\$ 21,291.00	
6	174,326	S.F.	Lakeside	\$ 0.25	\$ 43,581.50	
7	62,600	S.F.	Asphalt concrete paving	\$ 2.50	\$ 156,500.00	
8	91,095	S.F.	Reinforced concrete paving	\$ 4.50	\$ 409,927.50	
9	1,020	L.F.	Concrete mowbands	\$ 15.00	\$ 15,300.00	
10	1,315	L.F.	Stream feature	\$ 100.00	\$ 131,500.00	
11	1	L.S.	Lakes/Ponds w/ liners & pump	\$ 125,000.00	\$ 125,000.00	
12	7,820	S.F.	Rubberized surfacing at Tot lot	\$ 14.00	\$ 109,480.00	
13	1	L.S.	Totlot w/ shade shelter	\$ 100,000.00	\$ 100,000.00	
14	1	L.S.	Large pavilion/shade shelter	\$ 45,000.00	\$ 45,000.00	
15	1	L.S.	Outdoor stage	\$ 15,000.00	\$ 15,000.00	
16	1	L.S.	Site Amenities (Picnic tables, BBQ's, Benches, Bike Rack, Trash Receptacles, etc)	\$ 50,000.00	\$ 50,000.00	
17	5	EA.	Foot bridges	\$ 7,000.00	\$ 35,000.00	
18	418,550	S.F.	Turf	\$ 0.50	\$ 209,275.00	
19	165	EA.	Trees	\$ 300.00	\$ 49,500.00	
20	560,490	S.F.	Irrigation	\$ 0.15	\$ 84,073.50	
21	1	L.S.	Park wayfinding signage	\$ 10,000.00	\$ 10,000.00	
22	1	L.S.	Entry Monument signage	\$ 10,000.00	\$ 10,000.00	
23	1	L.S.	Large Pond Aeration system	\$ 45,000.00	\$ 45,000.00	
			SUB-TOTAL			\$ 1,798,853.00
			10% CONTINGENCY			\$ 179,885.30
			TOTAL			\$ 1,978,738.30

Purkiss Rose-RSI has no control over the cost of labor, materials, equipment or the contractor's methods of determining costs. These opinions of probable costs represent our best judgement as design professionals familiar with the construction industry and public works contracts. Purkiss Rose-RSI cannot and does not guarantee that proposals, bids or construction costs will not vary from our opinion of probable construction costs. Opinion of Probable Cost shall not be used as a bid form or for any bidding purposes.

Maintenance Program

The intent for the majority of this park is to maintain a more naturalistic character that fits and compliments the existing pond, existing vegetation and existing park amenities. The majority of the site is open space and is intended to be covered with drought tolerant and/or native plant materials that require minimal maintenance and moderate supplemental water. Maintenance in the more naturalistic areas will involve periodic checking and adjustment of the irrigation system to insure adequate coverage with the automatically controlled system; control of weeds and eradication of invasive exotic species such as Kikuya and Bermuda grass and Castor Bean; and litter removal as necessary.

Tree trimming should be limited to removal of deadwood and thinning as necessary to promote a strong and balanced limb structure that can withstand the prevailing winds. Similarly, shrub pruning will be minimal, with species selected that have low profiles and require little supplemental care.

The expansion area is intended to provide an open maintained turf area for more active informal play or gatherings associated with the library and group picnic shelter. The turf will be fescue type and will require regular weekly mowing, daily irrigation and supplemental periodic feeding.

The existing main pond will require litter removal as necessary and an annual removal of encroaching cat tails and willows to maintain open water and a definitive shoreline. Some removal of algae may be necessary depending on the success of the improved circulation and aeration enhancements that may be implemented.

The aeration and pumping system associated with the ponds water quality improvement program will require a regular maintenance inspection to insure that the system is properly working. We would expect that this would be every two weeks or monthly as the particular site circumstances warrant.

Maintenance of the restroom, play area, picnic facilities, parking areas, trash receptacles and paths would be on a weekly basis similar to the maintenance schedule for any community park.

A sample maintenance specification has been included in the Appendix with detailed descriptions of maintenance services to be performed.

Appendix

Purkiss Rose-RSI
 801 N. Harbor Boulevard
 Fullerton, CA 92832
 Tel. (714) 871-3638
 Fax (714) 871-1188

DATE **November 8th, 2004**

MEETING MINUTES:

PROJECT: Locke-Paddon Wetland Park, City of Marina

DATE OF MEETING: November 4th, 2004

LOCATION: Monterey Peninsula Regional Park District Office

PRESENT: See attached sign-in sheet

DISTRIBUTION: Tim Jenson, MPRPD

PURPOSE: Concerns and Constraints Meeting

JOB STATUS: Preliminary

Notes

- **Library**
 - 28,000 sq. ft.- waiting for finalization agreement between County and City....almost enough money.
 - Bus to route along street for drop off to Library
 - Parking at Library could be below City of Marina standards. Possibility?
 - Mitigation of Library to be address later?
- **Connection to Dimaggio Park**
 - City would like to see a thought put into connecting Dimaggio Park and Locke-Paddon, possible pedestrian bridge over street and railroad tracks.
- **Radio towers**
 - Water level to not exceed height of concrete platforms
 - No cutting near towers, ground wires. (See plans for radii around tower) Filling OK
- **Pond**
 - Clay bottom of lake to not be penetrated. No drainage/percolation on pond.
 - Water/ drainage from adjacent streets (north) run into pond. No outlet in pond.
 - South end of pond typically floods out. 1" of rain could yield 6"-12" more elevation in pond.

- Pond needs aeration - high bacteria count! No fountains or spraying. Possible solar pumps?

- Environment of pond!! Main focus. Trimming of Tule, aeration of pond.
- According to Dept. of Fish and Game, fishing is legal on site. Possible catch and release program.
- Ducks a large problem of pollutants in pond. Discouragement of feeding of ducks.

– **Stream**

- Possible Stream from Library site to pond. Interpretive education? Stream habitat? Plant communities?
- Possible route from Library to existing “duck pond” to main pond
- environmental studies on site by school kids, groups, or classes. Then head to library for study, materials, reports, and information.

– **Amphitheater**

- Needs podium/stage to be more viable resource for park
- Currently only seats 60 people (maximum) & hardly ever used.
- Possible integration of stream into Amphitheater area
- Use it for library lectures/outdoor education

– **Misc.**

- Cutting of willows may have environmental impact on pond
- Clear access from pond to Marina State Beach. (Signage?)
- Group picnic area/s on site
- “Pier like” over looks on site for viewing of lake over water.
- Site is cold and windy. Wind from the south. (State beach area)
- Possible “green area” or open green space for large events and passive recreation
- Public access from parking area for library. (School kids to north migrate in that direction to north of site.
- Indiscrete lighting at north end of pond.
- Public access at north end of pond
- Public access on Street is very bad (current condition)
- Possible trail loop around pond
- Could be future light rail train on tracks

LOCKE-PADDON WETLAND PARK

11/4/04

	Name	Agency/Company	Phone Number
1	Robert Echavarria	Purkiss-Rose-RSI	(714)871-3638
2	Steve Lang	Purkiss-Rose-RSI	(714)871-3638
3	Gary Wilmot	Locke-Paddon Improvement Committee	(831)384-3361
4	Gary Cramblett	City of Marina	(831)884-1242
5	Charles Johnson	City of Marina	(831)884-1218
6	Lenore Masterson	Library Commission	(831)883-3968
7	Joe Donofrio	MPRPD	(831)372-3196 x4
8	Tim Jenson	Monterey Co. Planng.	(831)372-3196 x2
9	Bart Bruno	MPD/MHIE	(831)384-4081

Purkiss Rose-RSI
 801 N. Harbor Boulevard
 Fullerton, CA 92832
 Tel. (714) 871-3638
 Fax (714) 871-1188

DATE **January 26th , 2005**

MEETING MINUTES:

PROJECT: Locke-Paddon Wetland Park

DATE OF MEETING: January 18th, 2005

LOCATION: Holiday Inn Express - City of Marina - Monterey Peninsula Regional Park District

PRESENT: See attached sign-in sheet

DISTRIBUTION: Joe Donofrio, MPRPD
 Tim Jenson, MPRPD

PURPOSE: Community Input Meeting

JOB STATUS: Preliminary

Notes -

1.0 - Table 1 Input notes

1.1 - Marina Arts Council has initiated contact with the Monterey Bay Aquarium to plan for interpretive nature trails.

1.2 - Bikes on trails especially those near or connecting to existing bike paths.

1.3 - Placement of benches along trails. Possible "Memory Benches"

1.4 - Places to lock bikes, where they could be locked, if they are denied certain trail access, or at library entrance, etc.

1.5 - Ensure long term plan to avoid contamination of pond/lake/stream/nature areas from runoff of library and parking lots.

1.6 - Stage coach history - interpretive sites

1.7 - Long term funding for all facilities and nature areas

1.8 - Insectarium (only 1 in N. America) educate people to role of insects

1.9 - "Revolving"/changing exhibit areas

1.10 - Open Sky/Air Convention center - joint hotel use

1.11 - Support for litter pick-up & coordination with Marina Public Safety for homeless camp removal

1.12 - Sculpture garden, art in the park

1.13 - Bronze plaque interpretive signage for plants & animals, links to Native American cultural history.

2.0 - Table 2 Input notes

2.1 - Park & library both used at same time - could be conflict for parking. Look at Marina Landing shopping center for shared parking.

2.2 - Is the Holiday Inn mitigation being “maintained”? Why is it brown and property unsightly?

2.3 - Loop trail good idea with fitness course links

2.4 - Pier style walkways going over some areas of the pond tying in to walkways but the boardwalk over the pond can be in smaller areas then currently designed.

2.5 - Like idea of aeration of pond - needs to be sustainable.

2.6 - Foul Fowls - look at study done by CSUMB student. Stop feeding ducks - use Lake El Estero as example.

2.7 - Water level/table needs to be studied to establish path elevations and location of observation platforms.

2.8 - Long term stability of pathways relative to water levels & erosion

2.9 - ADA compliance to allow handicap accessibility

2.10 - Need to reduce intrusive aquatic plant material - look at indigenous plant communities in Moss Landing

2.11 - Consider link to Vince Dimaggio Park

2.12 - Build on interpretive plant identification by consideration of botanical garden/arboretum

2.13 - Expand trail loop to east side of railroad tracks linked to Tree Commissions tree planting.

2.14 - Wind - for outdoor use can be harsh

2.15 - Build on amphitheater/outdoor performance area in adjacent new land where there are no limits to the number of people

2.16 - Build on international/multi-cultural heritage of Marina using different languages in interpretive signage.

3.0 - Table 3 Input notes

3.1 - Negotiate to remove the towers - offer the tower leasees alternate options; see what it would cost to break the lease.

3.2 - Minimal invasiveness in wetland (ie. Not “army corps of engineers)

3.3 - Repair and maintain wider path along Reservation Road and or ask City to have property owners across the street build sidewalks for large amount of pedestrian traffic.

3.4 - Replace unattractive and uncomfortable concrete picnic tables with wood.

3.5 - What can be done with the “weeds” and ugly rope fence around “mitigation” area? Get rid of fence, plant other native plants!

4.0 - Table 4 Input notes

4.1 - Parking and lighting near picnic

4.2 - Native botanical garden

4.3 - Replace existing bridge

4.4 - Need parking (not at library)

4.5 - Enhanced corner at Del Monte and Reservation Road

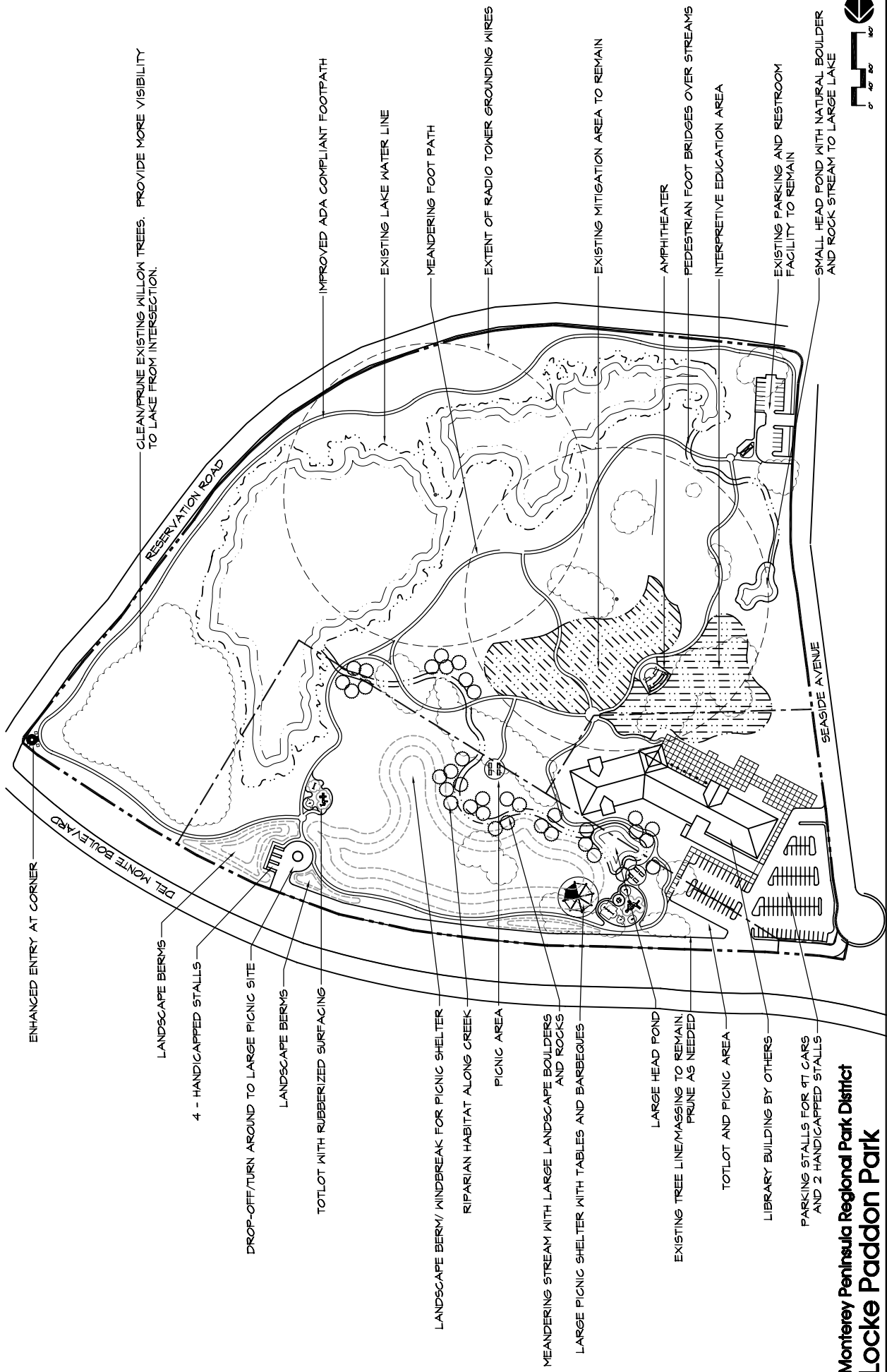
4.6 - Need some paved bicycle paths, loop trail around lake

4.7 - Stream good idea

- 4.8 - Fishing? From overlooks and/or bridges
- 4.9 - Dog clean up bags
- 4.10 - Bus services
- 4.11 - A sense of place
- 4.12 - Dislike Library, cement in mitigation area, willows in lake, turf,
- 4.13 - more restrooms closer to amenities
- 4.14 - Maintenance building?
- 4.15 - Nighttime security lighting?

5.0 - Table 5 Input notes

- 5.1 - Cover existing amphitheater area
- 5.2 - Cut 8,000 sq. ft. off of library
- 5.3 - Combine interpretive center within the library
- 5.4 - Allow for Café type lease area on corner or within library - apply ½ cent sales tax for Master Plan area to provide funding for maintenance and/or library staffing.
- 5.5 - Make trails in Master Plan that would provide for and facilitate linkage of Locke Paddon Park trail to future pedestrian infrastructure outside the park
- 5.6 - add bicycle racks
- 5.7 - Lessen the structural emphasis (less Sq. Ft.) in library - Focus on park/open space as much as possible.
- 5.8 - Durability of improvements
- 5.9 - Explore shared parking agreements with nearby properties (i.e. courthouse)
- 5.10 - How much water is available? Long term costs and supply for irrigation and stream (quantity, pump costs, etc.)
- 5.11 - Short/long term impacts of improved areas onto wetlands. (nitrates, invasive, foot traffic)
- 5.12 - Exercise stations along path
- 5.13 - Be mindful of graffiti
- 5.14 - Limit lighting - don't make this Wal-mart -will too much lighting make it unfriendly for wildlife.
- 5.15 - Clear entrance to access points



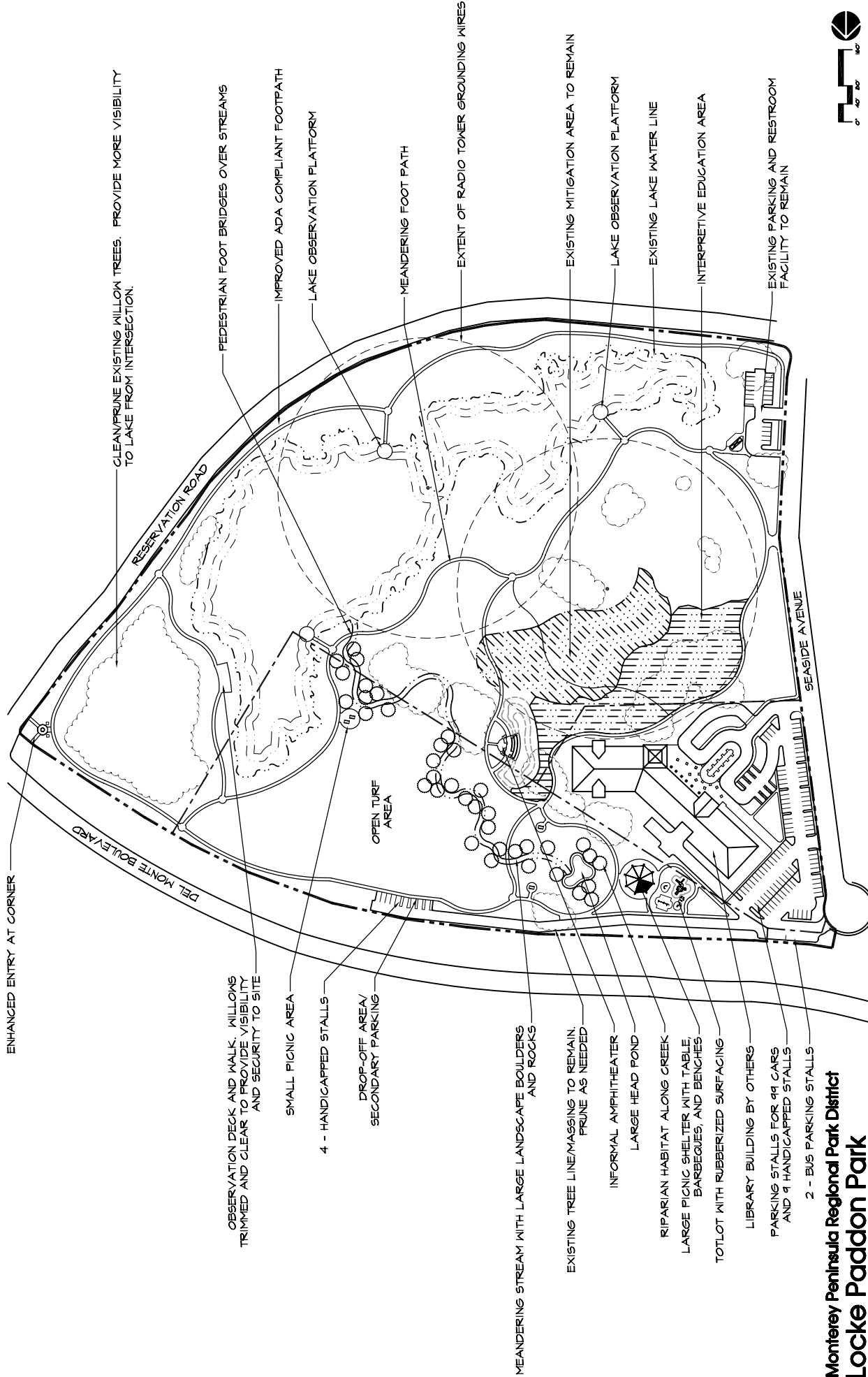
markiss-rose-rsi
 Landscape Architecture
 Planning and Design
 1000 S. Bascom Avenue
 Suite 100
 San Jose, CA 95128
 (408) 921-1000

**Monterey Peninsula Regional Park District
 Locke Paddon Park**

Concept Plan - 'A'
 DATE 01/18/05



markiss-rose-rsi
 Landscape Architecture
 Planning and Design
 10101 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 (310) 205-1000



**Monterey Peninsula Regional Park District
 Locke Paddon Park**

Concept Plan - 'B'
 DATE 01/18/05

SECTION 02449

LANDSCAPE MAINTENANCE SPECIFICATIONS

SECTION 02449 – LANDSCAPE MAINTENANCE**I. GENERAL****A. Scope of Work:**

Notwithstanding the requirements of these specifications, it is the intent of this document to ensure that the landscape, plant life, irrigation system and site be maintained in a healthy vigorous growth and well-groomed state at all times.

Contractor performance shall present a professional image, a high standard of quality and technical competence. The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in the specification. The requirements and specifications of this document do not supersede any other applicable standards for public works contracts. Where there are differences, the more stringent shall apply, and the City shall be notified of any necessary changes to the specific operations and materials.

II. MATERIALS

All materials and subsequent change orders used shall conform to the specifications, or as approved in writing by the City. The original job specifications are available at the City.

III. SUBMITTALS

- A.** As required by Law, the Contractor must submit to the County Agricultural Commissioner's office, a monthly record of all Disease Control, Insecticides, Rodenticides and Herbicides used on the project.
- B.** Soils test shall be performed on an as needed basis. All soil sampling locations shall be approved by the City's Representative, with results submitted to the City. Soils testing shall be done by an approved soils agronomic testing firm at the Contractor's expense.
- C.** Any substituted products or equipment being used which do not conform to the original contract area working drawings, job specification or as specified herein shall be approved by the City in writing prior to use or installation.

IV. GENERAL MAINTENANCE CARE AND PROCEDURES

- A.** All necessary licenses, permits and/or approvals shall be obtained by the contractor from the City.
- B.** The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.
- C.** The Contractor shall refer to the Special Conditions contained herein for Weekly Maintenance Review procedures and Yearly Maintenance Scheduled Work Notification requirements.

V. Safety

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and comply with all safety standards required by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

A. Reporting Safety Hazards, Damage or Malfunction:

It shall be the Contractor's responsibility to inspect daily all contract areas and identify any conditions(s) that renders any areas within this contract unsafe, as well as unsafe practices occurring thereon and report any deficiencies immediately to the City Representative.

1. Notify the City immediately of any unusual and hazardous conditions in the contract area including, but not limited to, restroom plumbing, sewer backups, fallen branches, or any item that creates a hazard or prevents the public's use of the parks/facilities.
2. Notify City within one (1) hour of malfunctioning facilities or conditions that may break, malfunction or interrupt the public's use of the parks/facilities.
3. All playground and sports equipment shall be inspected for vandalism, safety and serviceability daily.
4. Inspect all hardscape playing surface areas for safety hazards, including tripping hazards, holes, or other conditions daily.
5. Contractor shall be responsible to report any unsafe conditions observed for all structures and fixtures, including but not limited to:
 - a. Light standards and fixtures
 - b. Walls, fences, gates
 - c. Trash dumpsters
 - d. Signage
 - e. Graffiti
 - f. Buildings
 - g. Water Features
 - h. Play Areas
 - i. Volleyball nets and posts

B. Walks, Stairways, and Hardscape Areas:

Care shall be taken so that maintenance does not inhibit or endanger pedestrians utilizing walks, stairways, and hardscape areas. This work should be scheduled to coincide with mowing or other landscape work in the area. Adequate safety procedures should be followed including signing and roping off areas as necessary. Should work be disrupting to the public or regular traffic flow, it shall be rescheduled to a more convenient time.

C. Work Site:

The Contractor shall maintain all contract areas free of hazards to persons and/or property resulting from their operations.

D. Street Closures, Detours, Barricades:

If work is to be conducted in the public right-of-way, the Contractor shall adhere to all safety rules, using cones, signboards, or other required safety equipment, and obtain all necessary permits and approvals per Work Area Traffic Control Handbook requirements (WATCH book).

If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

E. Safety Equipment:

All required and recommended safety devices for all power equipment shall be maintained at all times. Failure to maintain safety devices will result in the temporary interruption of work as directed by the City.

VI. PESTICIDE USE AND SAFETY

All materials shall be in strict accordance and applied within the EPA regulations and the California Food and Agricultural Code.

A. General Requirements

The application of pesticides and other chemicals used on the contract areas shall be recorded and submitted monthly to the County Agricultural Commissioner's Office and City. Contractor shall be responsible for accurately maintaining all pesticide application records.

1. There shall be no application of a pesticide without approval by the City.
2. Application of all pesticides shall be only by a properly State Licensed Pest Control Operator.
3. Non-restricted chemicals shall be used whenever possible to perform pesticide control in landscape areas.
4. All restricted pesticides and/or chemicals to be used for pest control shall be approved by the City's Representative prior to use. A written recommendation of the proposed restricted chemicals to be used shall be prepared by a licensed California Pest Control Advisor, and accompanied with a Notice of intent Form to apply restricted/non-restricted materials. A written recommendation shall contain all specified information required for the application of restricted pesticides. The Contractor shall pay for and obtain all recommendations.

B. Application of Pesticides

1. **Timing:** Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied in quantities in which each area is capable of receiving without excessive runoff.

2. **Handling of Pesticides:** Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Food and Agricultural Code or EPA Regulations.
3. **Equipment and Methods:** Spray equipment shall be in good operating condition, quality and designed to efficiently apply materials to the target area. Drift will

be minimized by avoiding high pressure applications and using water soluble drift agents.

4. **Selection of Materials:** Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency, thereby reducing the total amount of technical material required to gain control.
5. **Substitutions:** Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Representative.
6. **Certification of Materials:** All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection prior to mixing by the City's Representative.

VII. WEED CONTROL

The Contractor shall be responsible for providing a continuous weeding program for all contract areas. Weeding shall be on a weekly basis and shall include "any undesirable or misplaced plant".

A. Turf:

The use of any chemicals for weed control shall be done by a State Licensed Pest Control Operator who shall follow all guidelines governing his license.

1. A continual chemical program shall be adopted for control of broadleaf and noxious weeds.
2. All chemicals shall be applied in accordance with regulations of State Agricultural Department.
3. Use extreme caution when using selective weed killers not to damage other plants.
4. During the months of March and September a broadleaf grass pre-emergent shall be applied to all turf areas (cool season grasses only).
5. City approval must be obtained prior to spraying any herbicide and all spraying shall be done at a time when there is no wind. At first indication of Crabgrass infestation, spray affected areas with an approved spray. Apply Crabgrass killer only on cool days when lawns are in a moist condition. Removal of all weeds shall be a continuous program. Noxious weeds shall not be permitted to grow within the areas assigned as part of this contract, and shall be completely removed and bare turf areas re-sodded. Crabgrass shall not be allowed to become established in any landscape areas maintained by Contractor. Contractor shall apply a Crabgrass pre-emergence herbicide to all turf areas between January 15th and February 15th.

B. Ground Cover:

Weeds shall be removed completely on a weekly basis, chemically or manually. Weeds may be controlled with pre-emergent herbicides, preferably, but may also be controlled with post-emergent herbicides, and/or by hand pulling.

All ground cover shall be inspected weekly for weed growth. Weeds shall not be allowed to remain growing for longer than one (1) week without complete removal to include roots, rhizomes and stolons. Bermudagrass or other noxious weeds shall not be allowed to become established in any ground cover areas. Cultivating of ground cover areas shall be held to

minimum and cultivated only as necessary to remove weeds. Excessive cultivation may result in root damage to ground covers and shrubs.

C. Trees:

All trees in ground cover areas shall have open soil maintained immediately around the base of the trunk. Keep this area free of weeds and avoid frequent soil cultivation which destroys shallow roots. Tree wells shall be free of weeds at all times.

D. Shrubs:

Weeds shall be removed from beds weekly, chemically or manually. Bermudagrass and other noxious weeds shall not be allowed to become established.

E. Walkways, Paved Surfaces and Hardscape Areas:

Contractor shall be responsible for controlling weeds by mechanical or chemical means, growing in cracks, curb and gutter, or expansion joints and areas contiguous to the contract areas as required.

VIII. TURF CARE

Lawns shall be maintained to be in the healthiest growing condition possible. Supply the necessary services as follows:

A. Maintenance Schedules:

Scheduling of mowing and turf care maintenance time shall be submitted to the City for approval. Work schedules for mowing, aeration and dethatching operations shall be changed as determined by the City's Representative to accommodate public use by various user groups and recreations activities.

B. Mowing:

Turf in this contract shall be mowed with power propelled mowers equipped to mow all collect clippings in one operation. Rotary movers shall be used to mow tall fescue or other cool-season turf areas. Reel mowers equipped with rollers will be required to mow Bermudagrass areas. The City's Representative may in some instances allow mowing without the attached collection device, providing the machine is equipped with approved safety features.

Labor and materials shall be provided by the Contractor for re-seeding or re-sodding to any failing turf areas as becomes necessary due to contractor neglect.

Care shall be exercised during the mowing operation to prevent damage to trees and other physical obstacles located within the turf areas. Do not mow wet areas. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, Contractor will make repairs at his own expense.

All trash, litter and debris shall be removed from the landscape prior to mowing.

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the areas within which the services are performed.

1. **Cool Season Grass:** Turf shall be mowed (maintained) with rotary type mowers at a height of three inches (3") during Spring, Summer and Fall. In the Winter turf areas shall be mowed at a height of two inches (2"). All turf areas shall be cut

at a regular weekly intervals. The turf should never be cut more than one-third (1/3) of the top growth or approximately three-quarter inch (3/4") at any one mowing. Avoid Scalping.

2. **Open Turf Fields:** Mow turf areas 52 weeks per year on a regular schedule to be approved by the City. The schedule shall provide that all turf areas will be mowed once per week. Mowing of turf at each park facility, shall be completed in one operation. Care should be given to mow without compactions of turf.

C. Edging and Trimming:

Turf edges adjacent to walks, curbs, paving mow strips, walls, fences, poles, valve boxes, buildings, shrub areas and other physical obstructions shall be trimmed weekly in the Spring, Summer and Fall seasons and as needed for a neat appearance during the Winter months.

1. Grass shall be neatly trimmed away from sprinkler heads to ensure proper coverage and operation. Trim turf immediately adjacent to sprinkler heads, as directed by the City's representative and under no circumstances remove an area larger than the head diameter. Trimming around sprinkler heads or cutouts in the turf area with an edger will not be permitted. Weed or turf killer shall not be used.
2. "Weed Eaters" or similar equipment shall not be used around trees or shrubs. All trimming or edging around trees and shrubs shall be accomplished by spraying an eight inch (8") minimum width not to exceed twelve inches (12") maximum width area around the plant with an herbicide per manufacturer's application rate.

D. Equipment Cleaning:

To help prevent contamination of turf areas, thoroughly "wash off" all equipment that was used at another site prior to mowing or edging any areas on the site.

E. Equipment Condition:

Machinery and equipment used by the Contractor shall be clean and well maintained at all times to ensure proper operation under this Agreement.

All mowing and trimming equipment shall be in proper adjusted and blades shall be maintained in a sharp manner. The reel blade adjustment shall provide a uniform level cut without ridges or depressions. Mowers shall be maintained to provide a smooth even cut without tearing of the leaf blade. Always keep mowers and edgers sharp, so as to cut the tips not tear them off. Torn grass blades which have a brown "haze appearance" are not acceptable. All equipment shall be subject to inspection and approval by the City's Representative.

F. Clipping Disposal:

All grass clippings shall be collected and removed from turf areas at the site(s) and disposed off site in an approved manner prior to the completion of the day's mowing operations or the end of the day, whichever occurs first. Curbs, gutters, sidewalks, etc., shall be cleaned after each edging by blowers, vacuum or other approved methods. Refer to Section XVII "Walks and Hardscape Care", of this specification.

G. Watering Turf:

Water shall be applied as frequently as needed (as weather conditions require) to maintain proper growth and replenish soil moisture below the root zone. All applications of water

should be in the evening or early morning hours, so as not to interfere with public use of the contract areas. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Contractor's responsibility to apply the water evenly. In the event of automatic irrigation disruption or operation of manual irrigation systems, the Contractor shall hand water lawn and ground cover areas a minimum of twice per week in the Winter and four(4) times per week in the Summer. Water runoff across pavement surfaces and into gutters shall be avoided. All turf areas requiring irrigation shall be accomplished no later than 6:00 a.m.

H. Fertilization:

Lawns shall be fertilized four (4) times annually. Fertilize one (1) time per year during the month of January using an ammonium nitrate fertilizer, 33-0-0, at the rate of five pounds (5 lbs.) per 1,000 square feet, or approved equivalent program. A "complete fertilizer" with an analysis of 16-6-8, at the rate of six pounds (6 lbs.) per 1,000 square feet shall be used three (3) times per year, during the months of April, July and October, or approved equivalent program.

1. All fertilization shall be included with the landscape maintenance of each contract area. The Contractor shall supply and transport all required fertilizers as a part of his cost included in the bid to the City.

I. Aeration:

All turf areas shall be aerated by removing half inch (1/2") diameter by three inches (3") deep cores with an aerator machine at not more than six inch (6") spacing. Aerate compacted or stressed areas as required to increase water penetration and reduce runoff. Contractor shall flag all irrigation sprinkler components prior to commencement of work. Cores shall be removed and dumped in an approved manner after completion of aeration. In addition, the tops of all mounds and localized compacted dry spots shall again be aerated between the intervals above as necessary. All damaged areas larger than four inches by four inches (4"x4") shall be seeded on an as needed basis at no additional cost to the City.

1. **Parks:** Aerify park sites turf once (1) per year between the months of February and March.

J. Dethatch:

1. All turf areas shall be dethatched once per year between September and October.
2. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine approved by the City's Representative.
3. Contractor shall flag all sprinkler components prior to dethatching.
4. All thatch and debris shall be immediately removed upon completion.

K. Insect, Disease and Pest Control:

The Contractor shall regularly inspect all landscape areas for presence of disease, insect or rodent infestation. The Contractor shall advise the City within four (4) days if disease, insect or rodent infestation is found; a State Licensed Agricultural Pest Control Advisor shall identify the disease, insect or rodent and specify control measures to be taken using legally approved materials and methods, and upon written approval of the City, the Contractor shall implement the approved control measures. The use of chemicals for insect and disease control shall be done by a State Licensed Pest Control Operator who shall follow all guidelines governing his license.

1. The Contractor shall provide complete and continuous control of all plant pests or diseases. The Contractor shall select and supply proper materials and personnel to comply with all City, County, State and Federal Regulations or Laws.
2. Contractor will assume responsibility for use of all chemical controls. Pests and diseases to include, but not be limited to all insects, mites, other invertebrates, pathogens, nematodes, and vertebrates. Chemical controls to include necessary use of herbicides and plant growth regulations. Pests may be controlled by mechanical means as well as chemical.
3. Extreme caution shall be used when spraying insecticides and fungicides. Only spray when there is no wind. City approval must be obtained prior to spraying any insecticides or fungicides, 48 hours in advance.
4. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the City. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

L. Rodent Control:

When rodent infestation becomes evident, the Contractor shall at once proceed to exterminate and destroy the rodents by poisoning, gassing, trapping or other appropriate means.

1. **Poisoning:** To poison rodents, use a grain treated with an anticoagulant substance placed in bait stations. Bait must be checked daily and made available at all times. Six (6) or seven (7) consecutive feedings are usually necessary. All dead rodents shall be properly disposed off-site.
2. **Trapping:** May be done in any season by the use of an approved rodent trap. All dead rodents shall be properly disposed off-site.
3. **Fumigation:** There are several types of toxic gasses available some of which require a special permit from the Orange County Agriculture Commissioner. Fumigation is most effective in the Spring or when soil moisture is high. Fumigation is not effective during periods of hibernation or aestivation since the burrows are plugged with soil.

Rodent control (poisoning or fumigation) as noted above, shall be done per the specifications of a State Licensed Agricultural Pest Control Advisor and shall be done under the direct supervision of a State Licensed Pest Control Operator who shall follow guidelines governing his license.

IX. GROUND COVER CARE

Ground cover beds shall be maintained in an attractive condition at all times. All ground cover shall be inspected weekly and all debris including leaves branches, paper, bottles, etc. shall be removed daily. Supply the necessary services as follows:

A. Edging and Trimming:

"Weed Eaters" shall not be used to edge ground cover unless approved by the City's Representative. All ground covers shall be pruned, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. Ground covers shall not be trimmed vertically unless approved by the City and shall be thinned out, as needed, to avoid matting and to achieve an overall even appearance. Keep ground cover trimmed back from all

controller units, valve boxes, quick couplers or other appurtenances. Ground cover shall be trimmed six inches (6") back from the buildings, walls, fixtures, signs, shrubs, etc.

Remove ground cover from all above ground structures unless the City directs the allowance of ground cover growth over wall tops, curbs, etc. to prevent graffiti or for aesthetic reasons.

Ground covers are to be neatly trimmed away from sprinkler heads to ensure proper coverage and operation. Trim ground covers away from sprinkler heads by tapering away from head. Holes shall not be cut into ground cover areas. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

B. Watering:

Be cautious not to over water shrub and ground cove areas. Water enough to ensure moisture penetrations throughout the root zone to a depth of proximately eight inches (8"). Program irrigation systems to maintain a precipitation of one-half inch (1/2") per week during the growing season. During prolonged rainy periods discontinue irrigation sequences. Ponding of water will not be allowed and should be avoided at all times.

C. Fertilization:

Vigorous growth and good color must be maintained at all times. Any non-native ground cover beds shall be fertilized two (2) times per year, or as directed. Fertilize during the months of April and October using a "complete fertilizer" with an analysis of 16-6-8 at the rate of six pounds (6 lbs.) per 1,000 square feet, or approved equivalent program. When soils tests indicate deficiency, the soil laboratory's recommendations shall be followed. Also refer to the Yearly Landscape Maintenance Schedule.

D. Pest and Rodent Control:

1. **Snails and Slugs:** Treat for snails and slugs as needed. Treatment shall be as approved by the City and may vary from one project areas to another. In general, broadcast and approved granule, pellet or meal at the recommended rate of three (3) times a year minimum; Spring, late Summer and Winter and/or spray an approved insecticide as needed for complete snail and slug control based upon a program designed by a State Licensed Pest Control Operator.
2. **Rodent and Pest Control:** Refer to Section VIII, "Rodent Control", of this specification for approved methods of spray control.
3. **Insecticide and Fungus Control:** Refer to Section VIII, "Insect, Disease and Pest Control", of this specification for approved methods of spray control.

E. Plant Material Replacement:

Following acceptance of contract areas, it shall be the Contractor's responsibility to maintain all plant material in a satisfactory manner and to replace, at Contractor's expense, dead or severely damaged plant material with equal size and quality materials at City's direction. The Contractor, after notification of City's authorization, shall remove and replace, at no cost to the City, any tree, shrub, turf or ground cover which is damaged or lost due to Contractor or his employees' negligence through improper use of horticultural practices, pesticides, watering, failure to control rodents and insects or improper use of equipment.

Any ground cover, tree and/or shrub that appears to have more than one-half (1/2) of its foliage in a declining state shall be brought to the City's attention immediately. Check plant for root over-watering or drainage problems and repair the problem prior to

replacement. Replacement plants shall be of a size condition and variety acceptable to the City. The Contractor shall pay for all replacement plants, including materials, transportation and labor unless the City determines that the plant was lost due to an "Acts of God", damaged by others, or as a result of an event without control or negligence by the Contractor.

X. TREE CARE

All trees shall be checked monthly for any damage, special water needs, etc. and treated as necessary. Undesirable conditions shall be eliminated per accepted landscape maintenance practices. The Contractor shall maintain all trees, whether specifically mentioned or not, in a healthy condition at all times.

The Contractor is responsible for maintenance pruning of trees to a height of fourteen feet (14') above the ground. All trees will be trimmed at least once a year and palms will be trimmed as needed throughout the year.

A. Pruning:

Pruning shall be performed as an on-going operation by the Contractor, and shall be done under the direction of the City's Representative. Prune trees to select and develop permanent branches that have a smaller diameter than the trunk or branch to which they are attached. Remove all dead, diseased or damaged growth; eliminate narrow V-shaped branch forks. Reduce topping and wind damage by removing crossover branching and by thinning out crowns. Prune to control growth within the trees' space limitation, to maintain a natural form and to allow head clearance. Prune two sample trees of each genus and species under the direction of the City's Representative for approval and control purposes, prior to proceeding with balance of tree pruning work.

1. **Young Tree Pruning:** Lower branches shall remain in a "tipped back" or pinched condition, leaving as much foliage as possible to promote caliper trunk growth. Stripping of lower branches will not be allowed. Lower branches shall be cut flush with the trunk only when the tree is able to stand without support.
2. **Evergreen Tree Pruning:** Evergreen trees (trees that are not deciduous) can be pruned or thinned at any time when necessary. Prune for appearance and safety and remove dead or broken branches. Prune especially during the months of September and October to prepare the trees for the windy season. For safety reasons remove any part that may become a hazard by falling.
 - a. **Pines:** Pines shall not be pruned except as corrective or preventative maintenance. Removal of lower branches for turf maintenance is allowable, but in no case shall branches be removed to expose more than 2' of the trunk.
3. **Deciduous Tree Pruning:** The pruning of deciduous trees shall be done during the dormant season, December, January and February except for blooming trees which will be pruned after blooming. However, if a tree becomes damaged or constitutes a health or safety hazard, it shall be pruned at any time as required. All pruning cuts shall be made flush with the trunk, lateral branches or buds. "Stubbing" of branches will not be allowed.

B. Staking and Guying:

Tree stakes, ties and guys shall be checked at least monthly and adjusted as needed. Tree ties shall be inspected to prevent bark wounds caused by abrasion and ties shall be adjusted to prevent girdling. Before any stakes are removed, remove tree ties and allow the tree to remain without support for a period of time to observe structural stability of

the tree. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Remove tree stakes only when tree has proven to be structurally stable. Any restaking shall be done with originally specified materials. Stakes shall not be placed closer than eight inches (8") from trunk of tree. Guying will, over time, stretch or loosen. Adjust as needed to retain a taut position, until such time when guying is removed. Any tree that is damaged due to improper staking or tying shall be replaced at the Contractor's expense. Replace broken stakes and damaged guys as required. Damaged trees shall be staked within twenty-four (24) hours of identification of damage by Contractor, City or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days. (Labor only, materials will be paid for by the City as "Extra Work" materials.)

C. Tree Guards:

Newly planted trees in turf areas shall be inspected at the base of the trunk for tree guards weekly. Contractor shall report any missing tree guards to the City immediately. Tree guards shall only be removed as directed by the City's Representative.

D. Watering Basins:

Watering basins shall be properly maintained on all trees, shrubs, and vines to ensure adequate water penetration. Failure of the irrigation systems to provide enough deep moisture will not alleviate the Contractor from providing adequate moisture to any material. Rake out water basins only as directed by the City's Representative.

E. Fertilization:

All trees shall be deep-fed or vertical mulched as needed or determined by the City's Representative by means of one inch (1") diameter holes drilled two feet (2') deep at six foot (6') intervals around the drip line and filled with 12-12-6 commercial fertilizer, or approved equivalent program.

F. Pest Control:

All trees should be inspected regularly for disease, fungus or insect infestation and sprayed accordingly as needed. Upon notification by City, Contractor shall provide labor, equipment and materials to spray pesticides in the manner specified by a State Licensed Pest Control Advisor and the City.

G. Clearance and Visibility:

Prune trees to allow necessary clearance for the safety of pedestrian traffic, vehicle circulation and signage, etc. Prune trees along sidewalks to allow ten feet (10') clearance for pedestrians and fourteen feet (14') above curb and gutters for vehicular traffic, and two feet (2') from all walls and structures or as directed by the City's Representative.

H. Plant Replacement:

Refer to Section IX, "Plant Material Replacement", of this Specification.

XI. SHRUB AND VINE CARE

All shrubbery shall be checked weekly for any breakage or damage, special watering needs, etc., and treated as necessary. All undesirable conditions shall be eliminated per accepted landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Remove all spent flowers, flower spikes, all leaves and debris, soot and accumulated dirt from plant areas.

A. Pruning:

Pruning shall be performed as an on-going operation, and shall be done under the direction of the City's Representative, not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning and training are functions to be done as needed to maintain a pleasing appearance. Any shrub under stress should be trimmed to reduce evaporation. All pruning shall be done to a naturalistic shape, not hedged into geometric forms. The design intent is to have naturalistic shrub masses not individual shrub forms or standards. Accomplish pruning by selectively removing woody stems from inside shrubs on an as needed basis as directed by the City's Representative. Excessive pruning or stubbing back will not be permitted. Top shrubs only when necessary for appearance and after interior selective branch pruning has been completed or as directed by the City's Representative. Shrubs shall be pruned and thinned using hand-held shrub pruners. Hedge shears and clippers shall only be used if approved, in writing, by City's Representative.

B. Watering:

Refer to Section IX, "Watering", of this specification for watering in ground cover and shrub areas. Maintain a watering basin around all shrubs and vines on slope areas to insure adequate water penetration. Rake out basins only as directed by the City's Representative.

C. Fertilization:

Shrubs located in ground cover areas will not require additional fertilizing. See Section IX, "Fertilization", for fertilization application in ground cover areas.

D. Pest Control:

Check all plant material in landscaped areas weekly and apply pesticides at the first sign of infestation.

E. Clearance and Visibility:

Where shrubs occur in close proximity to sidewalks, curbs, roadways and parked cars, prune to allow movement without interference from branches and foliage. Prune shrubbery to allow necessary clearance for the safety of pedestrian traffic, vehicle circulation, signage, etc., and a minimum of two feet (2') from walls and structures or as directed by the City's Representative.

F. Plant Replacement:

Refer to Section IX, "Plant Material Replacement", of this specification.

XII. IRRIGATION SYSTEMS CARE

The Contractor will receive all irrigation systems in a sound working order at the beginning of contract. If any system is found to be otherwise at the start of work, the City shall be notified immediately and necessary repairs will be at no cost to the Contractor. At the close of the contract period, all irrigation systems will be checked by the City's Representative, and all irrigation systems shall be returned to the City in a satisfactory condition. Any faulty portion shall be repaired or replaced by the Contractor at not cost to the City.

A. Irrigation Repair and Operation:

1. Irrigation system components damaged as a result of Contractor's neglect shall be repaired or replaced by the Contractor at no cost to the City. Normal wear and tear of systems, vandalism, accidental breakage by others, or so-called "Acts of

God", are conditions under which the Contractor is not directly responsible and repairs shall be paid for by the City. The Contractor shall notify the City's Representative the same day of discovery of damage to irrigation system components caused by vandalism, "Acts of God", vehicular damage, theft or mysterious damages that do not result from the performance of the work by the Contractor. Upon receipt of the City's written authorization, repair of said damage as soon as possible after discovery, billing the City for the cost of such repair on the subsequent monthly billing statement. Failure to report any damages will constitute Contractor making repairs at his own expense. Any replacement of irrigation system component under this sub-paragraph A shall be original equipment types where known. Any substitutions for replacement equipment shall be approved, in writing, from the City's Representative prior to doing work.

2. Irrigation shall be done by the use of automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
3. Any damages to public or private property resulting from excessive irrigation water or runoff shall be charged against the contract payment unless immediate repairs are made by the Contractor to the satisfaction of the City.
4. The Contractor shall keep controller and valve boxes clear of solids and debris and maintain the irrigation system including the replacement, repair, adjustment, raise or lower, straighten, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves and hose bibs, etc.
5. All irrigation repairs shall be made within 24 hours or prior to the next irrigation cycle. All repairs shall be made in accordance with City of Orange Standard Irrigation Specifications.
6. Contractor shall maintain an adequate stock of medium and high usage items for repair of all irrigation systems.

B. Monitoring Systems:

1. The Contractor shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. Authorization must be obtained from the City before proceeding with work not covered under normal maintenance work and the malfunctioning sprinkler system area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the City's satisfaction. Each irrigation controller(s) and system shall be checked weekly for proper water scheduling and coverage. The Contractor shall clean and adjust sprinkler heads as needed for proper coverage. Each system shall be manually operated at the irrigation controller and observed on a monthly basis. Make all necessary adjustments to heads which throw onto roadways, walks, windows, park facilities or out of intended area of coverage.
2. The Contractor shall turn off irrigation systems during periods of rainfall and times when suspension of irrigation is desirable to conserve while remaining within guidelines to good horticulturally acceptable maintenance practices.

3. One man shall have responsibility of operating and knowing the irrigation system and his duties shall be to adjust controllers, observe the effectiveness of the irrigation systems and make minor adjustments and repairs to systems.

C. Coverage/Application Rate:

Generally, watering shall be done at night, between the hours of 11:00 p.m. and 6:00 a.m., unless otherwise directed by the City. The Contractor shall operate systems and irrigation heads as seasonal conditions require. During extremely hot weather, over-extended holiday periods and during or following breakdown of systems, the Contractor shall provide adequate personnel and materials as required to adequately water all landscaped areas. When breakdowns or malfunctions exist, the Contractor shall water manually by whatever means necessary to maintain all plant material in a healthy condition. Dry conditions shall not be permitted to develop.

D. Tests:

The Contractor shall test the soil in turf and ground cover areas and around trees and shrubs monthly or as necessary with soil probes to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering as necessary. The Contractor shall make the soil probe available at all monthly walk-through inspections.

E. Systems Maintenance:

Once a year during the month of March, the Contractor shall clean valve boxes, remove intruding soil and replace gravel as originally specified. Once a month, the Contractor shall wipe down the equipment in the controller cabinet to remove all dirt and dust. All covered electrical connections shall be sprayed with compressed air (i.e., inside controller). All exposed electrical connections shall be sprayed with silicone (i.e., terminal strips).

F. Maintenance Work Not Included:

Testing, certification and service of the backflow prevention device(s) shall be done by others. However, it shall be the Maintenance Contractor's responsibility to notify the City should a malfunction occur.

XIII. SURFACE DRAINAGE FACILITIES

- A. All surface drainage devices such as concrete 'V' ditches, bench drains, swales, inlets, and other surface drains shall be inspected monthly or more often as necessary and kept free of all algae, debris, vegetation, soil, etc., which would preclude their proper, intended function.
- B. All landscape drainage devices shall be routinely inspected and flushed of all foreign matter in order to maintain their proper, intended functioning.

XIV. SECURITY LIGHTING FACILITIES

- A. The lamp surfaces of all security lights shall be routinely wiped clean of silt, dust and residue which diminishes their intended illumination. All replacement of lamps or equipment, repairs or adjustments shall be in accordance with City approved plans and specifications.
- B. Once a month during the first week of the month, a night inspection shall be performed on all non-functioning light identified for repair and/or bulb replacement.

XV. GROUNDS MAINTENANCE CARE**A. General Maintenance:**

The Contractor shall provide grounds maintenance.

1. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
2. All broken glass and sharp objects shall be removed daily.
3. All animal feces or other materials detrimental to human health shall be removed from the park areas daily.
4. Decomposed granite areas shall be kept level at grade at all times, free of weeds, trash and debris.

B. Barbecue Grills:

All barbecue grills shall be emptied of all ashes twice weekly, every Monday and Friday.

C. Drinking Fountains:

All drinking fountains shall be kept clean and operational at all times.

D. Park Amenities:

Benches, picnic tables and play equipment shall be cleaned weekly or more often as needed.

E. Trash/Litter Collection and Disposal:

The Contractor shall inspect all parks prior to 11:00 a.m. at least two (2) times per week, removing all litter from turf, planters, sandlots, walkways, parking lots, receptacles and dumpster enclosures.

1. Trash, litter, and other debris from the park site as well as trash and litter blown by the wind or deposited by persons passing by or visiting the Contract Areas shall be collected. All paper, trash, cans, bottles, etc., shall not be dumped on-site in trash dumpsters at contract areas, but should be disposed of in a legal manner at the Contractor's expense off site.
2. The Contractor shall respond within an hour during regular working hours to the City's direction regarding litter pick-up. If refuse or litter is not removed during daily site visit, said litter or debris will be considered an emergency and removed immediately upon notification by the City. Failure of said removal may result in deduction of payment for that date or week.
3. Leaves, grass clippings, branches, weeds and any other landscape debris accumulated from the landscape areas shall be disposed of off-site the same day the debris is accumulated.

F. Trash Containers:

Trash containers provided by the City shall be inspected two (2) times per week and emptied as often as required and washed after emptying (when necessary) to be determined by the City's Representative. Contractor shall provide approved plastic liners (40" x 48" x .74

minimum or approved equivalent) for all trash containers at Contractor's own expense. Trash liners shall be changed two (2) times per week or more often as required.

G. Tree Wells:

Trash, leaves and debris shall be removed from tree wells weekly.

H. Greenwaste/Land Diversion Program:

The Contractor shall comply with any adopted City programs for waste reduction/recycling effective during the period of the Contract.

XVI. WALKS AND HARDSCAPE CARE

A. General:

During each site visit all concrete and asphalt playing surfaces, driveways, parking lots, sidewalks, and picnic slab areas shall be checked and cleaned. Work shall be scheduled so as to not interfere with normal playing activity.

1. All contract areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Leaves, branches and other debris shall be collected and removed from contract areas.
2. All contract areas shall be swept weekly or more often as required to remove all deposits of silt and/or sand and glass.
3. Expansion joints and cracks shall be kept free of weeds at all times.

B. Sweeping, Vacuuming and Blowing Off Walks and Stairways:

All walks and stairways shall be kept clean at all times; they shall be swept or vacuumed weekly or more often if necessary.

1. All walk and stairways shall be kept free of debris, leaves and other debris from the landscape Areas as well as trash and litter blown by the wind or deposited by persons passing by or visiting the site. Debris shall be collected two (2) times per week. All paper, trash, etc. should be dumped off site in a legal manner at the Contractor's expense.
2. All walks and stairways shall be kept free of dirt, leaves and other debris from the maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the site. Debris shall be collected two (2) times per week. All paper, trash, etc., shall be dumped off site in a legal manner by the Contractor.
3. Work shall be coordinated with mowing or other maintenance work on the area. All gutters within the maintenance area shall be kept clean of grass clippings and miscellaneous trash. All grass clippings shall be removed (not scattered) from gutters the same day mowing and edging take place.

C. Dog Droppings:

Shall be removed when found during maintenance operations. Walks shall be hosed off after droppings are removed.

D. Hosing Off Walks and Stairways:

In general, all walkways and stairways shall be hosed off as required by the City in place of sweeping concrete as described above. Care shall be taken so that this does not inhibit or endanger pedestrians utilizing walks and stairways. This work should be scheduled to coincide with mowing or other maintenance work in the area.

E. Street Clean-Up:

Street sweeping is maintained under a separate contract and is not a part of this maintenance work. The Contractor shall, however, remove and disposed of off site, at an approved dump site, all grass clippings and miscellaneous debris or trash blown into the parking lot and streets by the wind or deposited by persons passing by or visiting the site. Grass clippings shall be cleaned from gutters the same day mowing takes place.

XVII. SAND COURT CARE

A. General:

These areas shall include tot lots, play areas, volleyball courts, horseshoe pits, etc.

1. All tot lot areas shall be raked to remove leaves and debris two (2) times per week.
2. Sand in play areas must be kept clean and maintained for safe playing. Each sandlot shall have trash and glass removed and depressions filled in weekly and rototilled quarterly.

All sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.

3. Sand around the edge of sand lots shall be swept, using a hand broom, and the sand shall be put back in the sand lot. Use of blowers will not be allowed.
4. On Monday and Friday of each week all sand areas shall be raked level and kept free of any foreign debris.
5. All sand areas shall be maintained weed free.
6. Sand shall be replenished as necessary to maintain optimum level in each area, generally six inches (6") below the top of the concrete curbing but dependent upon play equipment footing and final level shall be determined by the City's Representative. Replacement sand shall be washed plaster sand or approved equivalent at no extra cost to the City.
7. In the event of inclement weather if at anytime the sand court areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately.

XVIII. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide company uniforms, with company name, approved by the City for personnel assigned to the contract areas. Sufficient changes shall be provided to present a neat and clean appearance of landscape personnel at all times.

The proper uniform includes:

A. Safety Equipment:

All employees, when operating power equipment, shall have the proper safety devices in place such as face shields, ear protectors, eye goggles, dust masks, etc.

B. Shoes:

Safety leather boots, or shoes, in good condition. No sandals or tennis shoes shall be worn on the job. In the event that tennis shoes or sandals are worn, the City's Representative may suspend work for that day.

C. Company Shirts:

Shall be worn by Contractor's personnel at all times.

XIX. EXTRA WORK

The City may, from time to time, need additional landscape maintenance services which shall only be authorized by the City's Representative as stipulated in the contract and upon execution of the contract documents. Extra work shall be performed by the Contractor or by competitive bid option at the discretion of the City.

A. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

1. When required by the City, an estimate of cost will be submitted to the Department of Community Services for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the Contractor, itemizing all costs for labor, materials and equipment rental. The report shall include hours worked. The following procedure will govern such extra work.
2. Work will be executed under the direction of the City's Representative on a time and materials basis or an agreed lump sum price depending on the nature of the work.
3. City will issue a work request for such extra work to be performed.
4. Extra work will not be initiated without written authorization, except in emergency call-out situations. Contractor agrees that any services performed which are not authorized by the delegated City's Representative, as stipulated in the contract, may result in non-payment by the City.

B. Extra work may include, but not be limited to, the following:

1. Replacement of plant materials due to failures beyond the Contractor's control.
2. Replacement of worn out damaged sprinkler heads, valves, quick couplers, etc.
3. Additional treatment required for planting or soil as not set forth specifically in this Specification.
4. Remedial landscaping.
5. Repairs or replacements due to vandalism or "Acts of God".

C. Labor costs shall be based on the proposed wage scale for each type of workman.

D. The City's Representative is limited to issuance of orders, directions, notices and instructions, pursuant to the scope of landscape maintenance. The City shall not be

obligated to pay for extra services which are not supported, in writing, by a Field Change Order Form.

- E. Contractor shall submit invoices for Extra Work separate from regular monthly maintenance billing and shall detail: 1) site location, 2) services performed, 3) amount, 4) City's Representative which ordered or authorized services.

XX. WEEKLY MAINTENANCE REVIEW

- A. The City shall inspect the work every week to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, such inspection or failure of City to inspect shall not relieve the Contractor of the duty to provide continuous inspection of the work area.
- B. The Contractor shall meet bi-weekly with the City's Representative to review the Contractor's schedules and performance, resolve problems and perform field inspections as required. Should such inspections find deficient performance or service failure, the liquidated damage clauses of this contract will be enacted.
- C. Bi-weekly maintenance site review meetings followed by a satisfactory completion of any or all punch list items generated thereof is a required prerequisite for payment of monthly invoices.

XXI. REPORTS, SCHEDULES AND FORMS

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed, thorough and may include, but not be limited to, the following:

A. Weekly Maintenance Schedule(s):

- 1. Contractor shall provide a weekly maintenance schedule(s) to the City. The schedule(s) shall indicate the frequency of time and days of the week services are to be performed.
- 2. Notification of change in scheduled work must be received by the City at least 48 hours prior to the scheduled time for the work.
- 3. Contractor shall adjust his work schedule to compensate for all special events, holidays and inclement weather.

B. Pesticide Use Reports

C. Hazards Reports

D. Cost information to perform extra work for upgrading specific areas.

E. Suggestions for improving problem areas.

F. All forms and schedule(s) shall be of a format supplied by or approved by the City.

XXII. Unit Price Information

All bidders are required to provide the following unit cost figures. The figures shall be used by the City for adding to or deleting payment deductions due to performance failure from the contracting work. All unit prices shall include labor and material complete installation where required.

A. Labor and Equipment Hourly Rates and Unit Costs

- | | | |
|----|----------------------------------|-------------------|
| 1. | Landscape Maintenance Labor | \$ _____ per hour |
| 2. | Landscape Maintenance Leadworker | \$ _____ per hour |
| 3. | Landscape Maintenance Supervisor | \$ _____ per hour |
| 4. | Irrigation Technician | \$ _____ per hour |
| 5. | Pest Control Applicator | \$ _____ per hour |
| 6. | Tree Trimmer | \$ _____ per hour |
| 7. | Equipment Operator | \$ _____ per hour |

B. Turf Care**Unit Cost**

- | | | |
|----|------------------------|--|
| 1. | Mowing | \$ _____/1000 s.f.
\$ _____/Acre |
| 2. | Edge & Trim | \$ _____/1000 l.f. |
| 3. | Weed Eat Turf | \$ _____/1000 l.f. |
| 4. | Chemical Edge 6" | \$ _____/1000 l.f. |
| 5. | Fertilization | \$ _____/1000 s.f.
\$ _____/Acre |
| 6. | Aerification | \$ _____/1000 s.f.
\$ _____/Acre |
| 7. | Renovation
Dethatch | \$ _____/1000 s.f.
\$ _____/Acre |
| | Dethatch/ Overseed | \$ _____/1000 s.f.
\$ _____/Acre |
| 8. | Weed Control | \$ _____/1000 s.f.
\$ _____/Acre
\$ _____/Hour |

C. Ground Cover Care**Unit Cost**

- | | | |
|----|---------------|--|
| 1. | Edge & Trim | \$ _____/1000 s.f.
\$ _____/Acre |
| 2. | Mow/Cut back | \$ _____/1000 s.f.
\$ _____/Acre |
| 3. | Fertilization | \$ _____/1000 s.f.
\$ _____/Acre |
| 4. | Weed Control | \$ _____/1000 s.f.
\$ _____/Acre
\$ _____/Hour |
| 5. | Pest Control | \$ _____/1000 s.f. |

\$ _____/Acre
\$ _____/Hour

D. Shrub and Vine Care

Pruning

Unit Cost

- | | | |
|----|------------------------------|---------------|
| 1. | 1-5 feet | \$ _____/Each |
| | 6 plus feet | \$ _____/Each |
| 2. | Fertilization | |
| | a. Dry formulation placement | \$ _____/Each |
| | b. Foliar application | \$ _____/Each |
| | c. Soil injection | \$ _____/Each |
| 3. | Pest Control | \$ _____/Each |
| | | \$ _____/Hour |

E. Tree Care

Pruning

Unit Cost

- | | | |
|----|------------------------------|---------------|
| 1. | 1-14 feet | \$ _____/Each |
| 2. | Fertilization | |
| | a. Dry formulation placement | \$ _____/Each |
| | b. Foliar application | \$ _____/Each |
| | c. Soil injection | \$ _____/Each |
| | d. Vertical mulching | \$ _____/Each |
| 3. | Pest Control | \$ _____/Each |
| | | \$ _____/Hour |
| 4. | Tree Staking | \$ _____/Each |
| | Tree Guying | \$ _____/Each |

F. Plant Material and Installation: (Including all Labor and Equipment for Removal, Replacement and Disposal)**Unit Cost**

- | | | |
|----|-----------------------------|---------------|
| 1. | Annual Color (4" Container) | \$ _____/Each |
| 2. | Ground Cover | \$ _____/Flat |
| 3. | One (1) Gallon | |
| | Shrub | \$ _____/Each |
| | Tree | \$ _____/Each |
| 4. | Five (5) Gallon | |
| | Shrub | \$ _____/Each |
| | Tree | \$ _____/Each |
| 5. | Fifteen (15) Gallon | |
| | Shrub | \$ _____/Each |
| | Tree | \$ _____/Each |
| 6. | 24" Box Tree | \$ _____/Each |

- | | | |
|-----|-----------------------|-------------------------------------|
| 7. | 36" Box Tree | \$ _____/Each |
| 8. | Seeded Turf/Top Dress | \$ _____/s.f.
\$ _____/1000 s.f. |
| 9. | Sodded Turf | \$ _____/s.f.
\$ _____/1000 s.f. |
| 10. | Stolonized Turf | \$ _____/s.f.
\$ _____/1000 s.f. |
| 11. | Bark Mulch | \$ _____/s.f.
\$ _____/1000 s.f. |

G. Weed Abatement (Labor, equipment, materials)**Unit Cost**

- | | | |
|----|---|-------------------------------------|
| 1. | Tractor Drawn Disc | \$ _____/1000 s.f.
\$ _____/Acre |
| 2. | Hand Work | \$ _____/1000 s.f.
\$ _____/Acre |
| 3. | Flail Mowing | \$ _____/1000 s.f.
\$ _____/Acre |
| 4. | Pre-emergent Herbicide (Broad spectrum) | \$ _____/1000 s.f.
\$ _____/Acre |
| 5. | Post-emergent Herbicide (Systemic) | \$ _____/1000 s.f.
\$ _____/Acre |

H. Irrigation Repairs (Including all labor and equipment for removal and disposal)**Unit Cost**

- | | | |
|----|--|-------------------------|
| 1. | Remote control valve R & R Rainbird
EFB-CP-Series | |
| | 3/4" | \$ _____/Each |
| | 1" | \$ _____/Each |
| | 1 1/4" | \$ _____/Each |
| | 1 1/2" | \$ _____/Each |
| | 2" | \$ _____/Each |
| | 2 1/2" | \$ _____/Each |
| | 3" | \$ _____/Each |
| 2. | Repair lateral PVC lines each | <u>Unit Cost</u> |
| | 1/2" | \$ _____/LF |
| | 3/4" | \$ _____/LF |

	1"	\$ _____/LF
	1 1/4"	\$ _____/LF
	1 1/2"	\$ _____/LF
	2"	\$ _____/LF
	2 1/2"	\$ _____/LF
	3"	\$ _____/LF
	4"	\$ _____/LF
3.	Repair pressure main PVC lines each	<u>Unit Cost</u>
	1/2" (Schedule 40)	\$ _____/LF
	3/4" (Schedule 40)	\$ _____/LF
	1" (Schedule 40)	\$ _____/LF
	1 1/4" (Schedule 40)	\$ _____/LF
	1 1/2" (Schedule 40)	\$ _____/LF
	2" (Class 315)	\$ _____/LF
	2 1/2" (Class 315)	\$ _____/LF
	1 1/2" (Class 315), ring tite	\$ _____/LF
	3" (Class 315)	\$ _____/LF
	3" (Class 315), ring tite	\$ _____/LF
	4" (Class 315)	\$ _____/LF
	4" (Class 315), ring tite	\$ _____/LF
4.	Raise valve boxes, fill soil to grade top and seed	\$ _____/Each
5.	Replace valve box, standard Square 11" x 17"	\$ _____/Each
6.	Replace valve box, round, 9"	\$ _____/Each
7.	Replace sprinklers and required PVC parts	\$ _____/Each
	Hunter I-25	\$ _____/Each
	Hunter I-44	\$ _____/Each
	Rainbird 1806 SAM PRS	\$ _____/Each

Rainbird 1812 SAM PRS	\$_____/Each
Rainbird 41A Rotor	\$_____/Each
Rainbird 47A Rotor	\$_____/Each
Toro 570C-6P	\$_____/Each
Toro 570C-12P	\$_____/Each
Toro 640 Series	\$_____/Each

I. Grounds Maintenance (All extra work and payment deductions due to performance failure shall include labor and material.)

	<u>Description</u>	<u>Unit Cost</u>
1.	Trash Pick Up	\$_____/Hour
2.	Trash Can Liner Replacement	\$_____/Can
3.	Tot/Sandlots	
	Clean/Rake Sand	\$_____/1000 s.f.
	Rototill	\$_____/1000 s.f.
	Add Sand	\$_____/Cubic Yard
4.	Horseshoe Pits	
	Clean/Rake	\$_____/Pit
5.	Picnic Areas	
	Sweep/Blow	\$_____/Picnic Area
	Wash	\$_____/Picnic Area
6.	Picnic Tables/Benches/Bleachers	
	Wash/Clean	\$_____/Each
7.	B.B.Q's	
	Empty/Clean	\$_____/Each

End of Section

June 28, 2024

Agenda Item: **13b**

Members of the Marina
City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL TO RECEIVE PRESENTATION FROM FM3 ON THE
PUBLIC OPINION SURVEY FOR THE PROPOSED GO BOND BALLOT
MEASURE.**

RECOMMENDATION

1. City Council receive presentation from FM3 on public opinion survey for the proposed GO Bond ballot measure; and provide direction to staff.

BACKGROUND

FM3 is completing the public opinion survey for the proposed GO Bond ballot measure to construct city facilities. They will be making a powerpoint presentation at the July 2, 2024, City Council meeting. This presentation will be made available to the council and public on July 2, 2024.

Respectfully submitted,

Layne Long
City Manager
City of Marina

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO, 2024-,
DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY
DEMAND THE CONSTRUCTION OF CERTAIN MUNICIPAL
IMPROVEMENTS AND MAKING FINDINGS RELATING THERETO**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2024-, determining that the public interest and necessity demand the construction of certain municipal improvements and making findings relating thereto

BACKGROUND:

When Marina first became a city in 1975, a few temporary, portable buildings were set up to operate as the City Hall offices. The plan was to replace them in about six months. But, nearly 50 years later those temporary portable buildings are still being used to house City services, despite the fact that they are deteriorating, are not accessible for residents with disabilities, are undersized, unsafe, and structurally unsound. The current facilities pose safety risks and are inadequate to meet the needs of Marina's residents.

The population of the City has grown substantially since the public safety building was built for combined police and fire services in 1993. Today, the City has full-service Fire and Police Departments. The current building is too small to accommodate the modern technology and life-saving equipment, such as rescue equipment and a ladder truck, to keep the City safe.

Moreover, more than 80 percent of all 9-1-1 calls to the Marina Fire Department are medical emergencies, such as heart attacks, strokes, and car accidents. Seconds matter in a life-threatening situation, but because aging fire stations are located far from many Marina residents, response times for some areas of the City are close to 10 minutes, much slower than the 5-minute national standard. The City's aging fire, police station and emergency response center are not up to earthquake safety standards. If these stations collapse in an earthquake, first responders may not be able to get to residents in need.

Additionally, the City lacks the indoor recreation centers that are common in nearby communities, and has an existing unusable recreation and aquatic center transferred to the City from the Army in 1999, that if renovated would provide year-round recreation, swimming, and other safe activities for children, teens, families, and seniors.

The City only has one, undersized, deteriorating community space, which is not up to earthquake and fire safety standards, has a leaky roof, yet this space is packed every day by the City's daycare, pre-school, before and after school programs, and other youth programs; senior programs, community exercise classes, and community events.

Assessment of the buildings conducted by outside consultants show repairing these buildings could cost nearly as much as replacing them, and even then, the restored facilities would be undersized and inadequate for Marina's population.

ANALYSIS:

It has been determined that the public interest and necessity demand construction and completion by the City of police, fire, and community facilities and has determined to place a bond measure on the November 5, 2024, ballot, asking City voters for the authority to issue bonds to finance such municipal improvement projects. The estimated cost of the municipal improvements is up to \$80,000,000.

Pursuant to Section 43607 of the California Government Code, proceedings for such bond measure are initiated when Council passes a resolution, by a two-thirds vote of all its members determining, that the public interest or necessity demands the acquisition, construction, or completion of any municipal improvement.

Pursuant to Section 43608, at any subsequent meeting, by a two-thirds vote of all its members, the Council must pass an ordinance ordering the submission of the proposition of incurring a bonded debt for the purpose set forth in said resolution to the qualified voters of the city at an election held for that purpose. Assuming approval by the Council of the resolution of necessity, such ordinance will be brought before the Council for adoption on August 7, 2024.

FISCAL IMPACT:

If the authorization is received from the voters at the November 5, 2024, election, all costs of the projects will be funded from the proceeds of bonds sold by the City and all debt service requirements of the bonds will be paid by City property owners by an ad valorem tax added to the tax roll.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Layne Long
City Manager
City of Marina

Reviewed

René Alejandro Ortega
City Attorney
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA, DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE CONSTRUCTION OF CERTAIN MUNICIPAL IMPROVEMENTS AND MAKING FINDINGS RELATING THERETO

RESOLVED, by the City Council (the “Council”) of the City of Marina (the “City”) as follows:

WHEREAS, when Marina first became a city in 1975, a few temporary, portable buildings were set up to operate as the City Hall offices. The plan was to replace them in about six months. But, nearly 50 years later those temporary portable buildings are still being used to house City services, despite the fact that they are deteriorating, are not accessible for residents with disabilities, are undersized, unsafe, and structurally unsound. The current facilities pose safety risks and are inadequate to meet the needs of Marina’s residents;

WHEREAS, the population of the City has grown substantially since the public safety building was built for combined police and fire services in 1993. The current building is too small to accommodate the modern technology and life-saving equipment, such as rescue equipment and a ladder truck, to keep the City safe;

WHEREAS, more than 80 percent of all 9-1-1 calls to the Marina Fire Department are medical emergencies, such as heart attacks, strokes, and car accidents. Seconds matter in a life-threatening situation, but because aging fire stations are located far from many Marina residents, response times for some areas of the City are close to 10 minutes, much slower than the 5-minute national standard;

WHEREAS, the City’s aging fire, police station and emergency response center are not up to earthquake safety standards. If these stations collapse in an earthquake, first responders may not be able to get to residents in need.

WHEREAS, the City lacks the indoor recreation centers that are common in nearby communities, and has an existing unusable recreation and aquatic center transferred to the city from the Army in 1999, that if renovated would provide year-round recreation, swimming, and other safe activities for children, teens, families, and seniors;

WHEREAS, the City only has one, undersized, deteriorating community space, which is not up to earthquake and fire safety standards, has a leaky roof, yet this space is packed every day by the City’s daycare, pre-school, before and after school programs, and other youth programs; senior programs, community exercise classes, and community events.

WHEREAS, assessment of the buildings conducted by outside consultants show repairing these buildings would cost nearly as much as replacing them, and even then, the restored facilities would be undersized and inadequate for Marina’s population.

WHEREAS, Council has determined that the public interest and necessity demand construction and completion by the City of police, fire and community facilities and has determined that asking City voters for the authority to issue bonds to finance such projects;

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

Section 1. Findings and Determinations.

(a) Based upon professional staff and consultant study and evaluation, the Council finds that the public interest and necessity demand the construction and completion by the City of Marina police, fire and community facilities.

(b) The estimated cost of the municipal improvements set forth in Section 1(a) is up to \$80,000,000, which will be provided through a general obligation bond. The construction and completion of the municipal improvements requires an expenditure greater than available in the City's current budget and will require the issuance of a bond therefore, and such issuance is necessary and convenient to carry out the objects, purposes and powers of the City.

(c) Passing a bond measure will allow the City to have the facilities and staff needed for a community its size. This measure would provide a place for the City's growing number of seniors to take fitness classes, stay active and healthy, and for youth and adults to exercise and play indoor sports without traveling to other cities and would provide a swim facility for City residents, including the Marina High School swim team. It is a good investment in our community's long-term health and quality of life. The measure would allow the City to provide a safe community space adequate for our residents' needs. The measure would allow for additional facility space for staffing and the life-saving equipment we currently lack to meet more of our population's needs and respond to multiple emergencies at the same time. The measure would locate an additional fire station where it is most needed and allow firefighters on duty each day to respond faster to emergencies throughout the city when seconds count. The measure will ensure that emergency services remain operational and reliable in a major earthquake.

Section 2. Fiscal Accountability. The expenditure of bond proceeds to construct the proposed improvements will be subject to strict financial accountability requirements, including review of all expenditures of bond proceeds by a citizens' oversight committee, and annual reports. The citizens' oversight committee, composed of citizens appointed by the Council, will ensure the bond proceeds are spent for their authorized purposes, and will submit a written report to the Council and the public on the bond expenditures.

Section 3. No Administrators' Salaries. Proceeds from the sale of the bonds authorized by the City's measure shall be used only to construct, repair and replace the public improvements specified in the measure, and not for any other purpose, including administrators' salaries or other operating expenses. By law, all funds can only be spent on municipal improvements.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 2024 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMEBRS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Anita, Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL OPEN A PUBLIC HEARING AND CONSIDER
INTRODUCTION OF ORDINANCE NO. 2024-, ESTABLISHING THE
CITY OF MARINA SPECIAL TAX DISTRICT FINANCING CODE AS
CHAPTER 3.35 OF THE MARINA MUNICIPAL CODE**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing and introduce Ordinance No. 2024-, establishing the City of Marina Special District Financing Code as Chapter 3.35 of the City of Marina Municipal Code.

BACKGROUND:

The City Council had previously approved a Development and Disposition Agreement (“DDA”) with Marina Community Partners (“MCP”) back in 2005 for the transfer of property from the City to MCP for The Dunes Development. A key component of the DDA was a provision requiring The Dunes Development be “Fiscally Neutral” to the City. In 2015, the City formed Community Facilities District No. 2015-1 (“Dunes CFD”) to levy a special tax to fund all or a part of the public services (the “Services”) required to maintain infrastructure to be owned by the City at The Dunes Development. The City has been levying special taxes since 2015 to pay for services for The Dunes Development.

The City has received a petition from MCP requesting the City to create a new Community Facilities District to be designated City of Marina Community Facilities District No. 2024-1 (the “Dunes West Side Services CFD”) to levy a special tax to fund all or a part of the public services (the “West Side Services”) required to maintain infrastructure at The Dunes West Side Development.

MCD has requested that the Dunes West Side Services CFD authorize the use of special tax revenues to pay the cost of maintaining certain facilities that will be owned by a private property owners association and made available for public access and use, including a common area/public plaza and restroom facilities.

ANALYSIS:

The Mello-Roos Community Facilities Act of 1982 (the “Mello-Roos Act”) does not expressly permit the use of CFD special taxes to pay for maintenance of privately-owned common area/public plaza facilities and restrooms; however, as a chartered city, the City of Marina has the authority to adopt the Mello-Roos Act into the City’s Municipal Code with such modifications as the City Council deems to be appropriate. Accordingly, the Ordinance submitted to the City Council herewith incorporates the Mello-Roos Act into the Marina Municipal Code by reference and provides that, in addition to the services authorized to be financed by a community facilities district as described in Section 53313 of the Mello-Roos Act, a community facilities district formed under the Marina Municipal Code may finance: “Maintenance and lighting of publicly-accessible plazas and courtyards, including landscaping and public art, and publicly-accessible restroom facilities, including such areas and facilities that are owned by a private entity, if the facilities are

made accessible to the public pursuant to a contractual agreement with the City of Marina, recorded covenants, conditions and restrictions or conditions of land use entitlements.” The proposed Ordinance also makes certain modifications to the Mello-Roos Act to benefit the City and streamline the formation of community facilities districts in the future.

At tonight’s City Council meeting there will be a separate resolution prepared by Stradling Yocca Carlson & Rauth LLP, the City’s Bond Counsel, approving a reimbursement agreement with MCD under which MCD will advance certain costs of formation of the Dunes West Side Services CFD.

Legal Documents

Ordinance – The Ordinance adds Chapter 3.35 to the Marina Municipal Code, incorporating the Mello-Roos Act into the Marina Municipal Code by reference with certain modifications described above and more particularly set forth in the Ordinance submitted herewith.

Future Actions

If the City Council holds first reading of the Ordinance on July 2, 2024, second reading of the Ordinance will be scheduled for the August 7 City Council meeting. The Ordinance will be published in a newspaper within 15 days of its second reading and will become effective 30 days following second reading.

Based on the proposed Dunes West Side Services CFD formation schedule, the following formation legal actions are scheduled as follows:

Resolution of Intention – The Resolution of Intention will be considered at the August 7th City Council meeting and will do the following: a) accepts the petition filed by Shea with respect to the Dunes West Side Services CFD; b) declares the intention of the City to form the Dunes West Side Services CFD and the Future Annexation Area; (c) describes the territories within the boundaries of the Dunes West Side Services CFD, and the Future Annexation Area; d) describes the types of services that will be funded by special taxes; e) describes the rate and method of apportionment of the special taxes to be levied in the Dunes West Side Services CFD; f) calls a public hearing to be held on September 17, 2024; and g) describes the proposed voting procedures for the Dunes West Side Services CFD.

Resolution of Formation – The Resolution of Formation Public Hearing will be held on September 17th. The formation of the Dunes West Side Services CFD will occur after the public hearing. At that hearing, the City Council will be presented with information regarding the Dunes West Side Services CFD, the special taxes, and public services. The public will also have the opportunity to comment on the Dunes West Side Services CFD. After the conclusion of the September 17th public hearing the City Council may take the following actions:

1. Adopt a resolution establishing the Dunes West Side Services CFD
2. Call a special election
3. Conduct the election
4. Adopt a resolution declaring the results of the election.
5. Introduce for first reading an ordinance authorizing the levy of special taxes

Additionally, the City Council will consider a Services Funding Agreement outlining the terms whereby MCP agrees to make up any shortfall incurred during the project build-out period and outlines the arrangement between the City and the Dunes Promenade Commercial Association to maintain the Village Square infrastructure to be constructed at the Promenade.

The adoption of the Resolution approving the Reimbursement Agreement under consideration this evening will not commit the City Council to establish Dunes West Side Services CFD nor authorize the levy of special taxes. The City Council may establish Dunes West Side Services CFD only after conducting the September 17th public hearing, and may levy the special taxes only if the result of the special election show 2/3rds approval. Following the September 17th public hearing and landowner election, the proposed schedule to complete the formation of the Dunes West Side Services CFD is as follows:

October 1, 2024: Second Reading of ordinance authorizing special tax levy

November 1, 2024: Special Tax Ordinance becomes effective

The resolutions and related documents have been prepared and reviewed by the City's consultant team, which includes bond counsel (Stradling), municipal advisor (Fieldman, Rolapp and Associates) and special tax consultant (Goodwin Consulting).

FISCAL IMPACT:

There is no fiscal impact resulting from the adoption of City of Marina Special District Financing Code as Chapter 3.35 of the City of Marina Municipal Code.

CONCLUSION:

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

Vanessa S. Legbandt
Stradling Yocca Carlson & Rauth LLP
Special Counsel for
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

René A. Ortega
City Attorney
City of Marina

Attachments:

Ordinance Adopting Mello-Roos Act, as modified

CITY OF MARINA
COUNTY OF MONTEREY, CALIFORNIA
ORDINANCE NO. 2024-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MARINA, CALIFORNIA ESTABLISHING THE
MARINA SPECIAL TAX DISTRICT FINANCING CODE AS
CHAPTER 3.35 OF THE MARINA MUNICIPAL CODE**

WHEREAS, the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311 et seq. of the California Government Code (the “Mello-Roos Act”) allows for the financing of various facilities and services by means of the formation of community facilities districts and the levy of special taxes on property in the community facilities districts; and

WHEREAS, the City has been requested to form a community facilities district to finance the cost of services, including maintenance of certain facilities that will be owned by private entities and made available for access and use by the public; however, the Mello-Roos Act does not currently expressly allow for the financing of such costs; and

WHEREAS, because the City is a chartered city, it has the power to adopt its own laws governing its municipal affairs; and

WHEREAS, in order to provide a means to finance the cost of maintenance of privately-owned facilities that are available for public access and use, the City Council desires to add to the City’s Municipal Code, as Chapter 3.35 thereof, the Marina Special Tax District Financing Code, which will incorporate the provisions of the Mello-Roos Act, but also include the power of a community facilities district to finance the cost of maintenance of certain facilities that will be owned by private entities and made available for access and use by the public, and otherwise modify certain provisions of the Mello-Roos Act to allow for a more efficient process to establish a special tax community facilities district.

THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3.35 is hereby added to the Marina Municipal Code as follows:

**Chapter 3.35
MARINA SPECIAL TAX DISTRICT FINANCING CODE**

Sections:

<u>3.35.010</u>	Findings and intent.
<u>3.35.020</u>	Incorporation of Mello-Roos Act.
<u>3.35.030</u>	Additional Powers of Community Facilities Districts.
<u>3.35.040</u>	Provisions of Mello-Roos Act that are not applicable.
<u>3.35.050</u>	Provisions of the Mello-Roos Act that are modified.

3.35.010 Findings and Intent.

(A) The City Council finds that the provision of publicly-accessible community spaces in the City of Marina and other publicly-accessible facilities is of primary importance to the health and welfare of the residents of the City of Marina; and that the provision of such community spaces and facilities and restrooms is sometimes more efficiently provided by private property owners and community associations; and that the provision of publicly-accessible community spaces and publicly-accessible facilities and restrooms is a municipal purpose.

(B) The City Council finds that the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 et seq. of the California Government Code (the “Mello-Roos Act”) provides for the financing of certain public improvements and municipal services needed for developing areas in the State of California, but does not expressly provide for the financing of the cost of maintenance of privately-owned facilities being made available for access and use by the public pursuant to a contractual agreement with the City of Marina, recorded covenants, conditions and restrictions or conditions of land use entitlements.

(C) The City Council desires to provide a means to finance the cost of maintenance of privately-owned facilities being made available for access and use by the public pursuant to a contractual agreement with the City of Marina, recorded covenants, conditions and restrictions or conditions of land use entitlements, and to otherwise provide for an efficient means to form community facilities districts under the Mello-Roos Act, as included in this Chapter 3.35 and as otherwise supplemented and amended hereby.

3.35.020 Incorporation of Mello-Roos Act.

(A) Except as provided in this Chapter 3.35, the provisions of the Mello-Roos Act are by this reference incorporated herein.

(B) In the event of any conflict between the provisions of this Chapter 3.35 and the provisions of the Mello-Roos Act or any other provision of law, the provisions of this Chapter 3.35 shall prevail.

3.35.030 Additional Powers of Community Facilities Districts.

(A) In addition to the services authorized to be financed by a community facilities district as described in Section 53313 of the Mello-Roos Act, a community facilities district formed under the provisions of this Chapter 3.35 may finance: Maintenance and lighting of publicly-accessible plazas and courtyards, including landscaping and public art, and publicly-accessible restroom facilities, including such areas and facilities that are owned by a private entity, if the facilities are made accessible to the public pursuant to a contractual agreement with the City of Marina, recorded covenants, conditions and restrictions or conditions of land use entitlements.

3.35.040 Provisions of Mello-Roos Act that are not applicable.

- (A) Notwithstanding Section 3.35.020, the following provisions of the Mello-Roos Act shall not apply to community facilities districts formed under the authority of this Chapter 3.35, or otherwise to extensions of authorized facilities and services, changes in special taxes, annexations of territory, levies of special taxes, or the incurrence of bonded indebtedness with respect to community facilities districts formed under the authority of this Section 3.35 (all references below to Sections are to Sections of the California Government Code, as in effect on the date of adoption by the City Council of Ordinance No. _____): (i) Section 53312; (ii) Section 53332; (iii) Section 53333; and (iv) Section 53343.1.
- (B) In addition to the foregoing, the portions of the following provisions of the Mello-Roos Act shall not apply to community facilities districts formed under the authority of this Chapter 3.35 (all references below to Sections are to Sections of the California Government Code, as in effect on the date of adoption by the City Council of Ordinance No. _____):
 - (i) the second to last paragraph of Section 53313; and
 - (ii) the last sentence of Section 53326(b).

3.35.050 Provisions of Mello-Roos Act that are modified.

- (A) Notwithstanding Section 3.35.020, the following provisions of the Mello-Roos Act shall apply, as modified as set forth below, to community facilities districts formed under the authority of this Chapter 3.35, or otherwise to extensions of authorized facilities and services, changes in special taxes, annexations of territory, levies of special taxes, or the incurrence of bonded indebtedness with respect to community facilities districts formed under the authority of this Section 3.35 (all references below to Sections are to Sections of the California Government Code, as in effect on the date of adoption by the City Council of Ordinance No. 1479):
 - (i) the reference to “not less than 30” in Section 53321(e) is hereby modified to be “not less than 10;”
 - (ii) the reference to “at least 90 days” in Section 53326(a) is hereby modified to be “at least 45 days;”
 - (iii) the reference to “not be less than 30” in Section 53334 and in Section 53339.3 is hereby modified to be “not to be less than 10;”
 - (iv) the reference to “pursuant to this chapter” in Section 53340(d) is hereby modified to be “pursuant to the Mello-Roos Act or Chapter 3.35 of the Marina Municipal Code;” and

- (v) the reference to “authorized by this chapter” in Section 53343 is hereby modified to be “authorized by the Mello-Roos Act or Chapter 3.35 of the Marina Municipal Code.”

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

I HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance introduced at a regular city council meeting held on July 2, 2024, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on _____, by the following vote:

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

Bruce C. Delgado, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 2, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING THE FEE STUDY UPDATE BY REVENUE & COST
SPECIALISTS, LLC AND ADOPT NEW MASTER FEE SCHEDULE.**

REQUEST:

It is recommended that the City Council:

1. Adopt Resolution No. 2024-, receiving the Fee Study Update; and
2. Adopt the new Master Fee Schedule and implement adjustments effective September 1, 2024

BACKGROUND:

The city conducted its last comprehensive user fee study in 2018, about six years ago, which identified the costs associated with providing non-tax supported services and assigned the fully burdened rate (i.e., direct labor costs as well as indirect costs) of each city position involved in delivery of those services. The purpose of the study is to ensure that the city identifies all costs associated with activities, including overhead, to determine the true cost of providing various city services. Over the past six years, the cost of providing services has increased due to inflation, salary and benefit and other operating cost increases even though the fees charged by the city have remained unchanged.

As part of the work program this year, the City Council authorized staff to undertake a comprehensive update to the various fees charged for non-tax supported services. The purpose of the study was to identify areas where tax dollars may be subsidizing “personal choice” services, and to ensure the fees charged do not exceed the cost of providing the service. Under State law, public agencies are entitled to recover the costs associated with providing certain services that are considered “personal choice.”

A “personal choice” service is defined as a service where the customer is identifiable, and the service is measurable. Examples of “personal choice” services include building permits, alarm permits, building plan checks. With limited ability to raise revenues, it is becoming increasingly important that the city fully recover its costs for services provided, where appropriate.

A “user fee” is a charge for service provided by a governmental agency to the public. Several laws such as Propositions 4,13,26 and 218 set parameters under which the user fees can be established and administered by local government. User fees charged by local agencies may not exceed the estimated reasonable cost of providing the service for which the fee is charged. Local governments have broad authority to implement user fees that reasonably recover the costs of their operations.

To determine the actual costs of providing services and ensure the fees charged do not exceed the costs, the city contracted with Revenue and Cost Specialists LLC (RCS), an expert in the industry for local governments for 44 years, to perform a Fee Study update.

RCS held numerous meetings involving each department over six months to gather data, confirm the actual amount of time each employee spends providing each service. Schedules were developed to identify the costs for labor, benefits, overhead and materials to calculate a true cost of service. The fees are designed to recover the City's costs for providing services without a "profit." Therefore, not all fees automatically increased; some fees adjusted lower based on less staff time or changes in the level of staff providing the service. New services were added, and obsolete services were deleted. Determining the cost of services ensures that fees recover only costs reasonably borne, as established by Section 8(c) of Proposition 4, now article XIIB of the California Constitution.

ANALYSIS:

The following link is to the comprehensive Fee Study update (447 pages) which provides the detailed information in the calculation of the fee and provides the cost of fee-based services and makes cost recovery recommendations. The Study provides detailed information on each user fee including unique reference number, description, department, staff performing service, unit cost, current fee, suggested fee, total cost of providing the services, and percentage subsidy.

The analysis of the proposed fees for services involved the following steps:

1. Departmental staff interviews in which the project team interviewed staff to obtain a general knowledge base for the structure of the City's existing fee schedule.
2. Data was collected for each service item, including labor time estimates, and current or potential volume for each service.
3. All budgeted costs and staffing levels for Fiscal Year 2023-2024 were entered into the consultant's analytical software to produce a model for allocation of overhead.
4. The full cost of providing each service included in the fee schedule was established. Department and city management reviewed the results; cross checks were performed to assure the validity of the data.

The City Council has previously set the level of cost recovery for most fees at 100% of fully burdened rates for most services. However, there are some services, such as those related to recreation, cultural events, public safety or set by the State which the council has made the decision to subsidize with taxpayer revenues. As such, this proposed Master Fee Schedule reflects varying rates of cost recovery.

Page 15 of the Fee Study update summarizes the current ratio between revenues received and tax supported services or subsidy. This shows the current fee framework where about 43% of costs to be recovered are collected overall citywide. It indicates that the city could realize approximately \$462,600 in additional new revenue if the recommendations provided in the report are adopted and implemented.

EXHIBIT A is the proposed new Master Fee Schedule. **EXHIBIT B** is the Summary of Current and Proposed fees. **EXHIBIT C** is the Detail of Building and Safety fees. **EXHIBIT D** is the Detail of Recreation and Facility fees.

RCS will be present on July 2, 2024, to introduce the report and explain the report methodology and answer questions.

FISCAL IMPACT:

If the proposed fees are approved, it is estimated an additional \$462,600 in revenue would be increased for the General Fund.

Respectfully submitted,

Laura Pruneda
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE
FEE SCHEDULE FOR CITY SERVICES

WHEREAS, on July 2, 2024, the City Council opened a public hearing and took testimony from members of the public regarding fees and service charges and the recommendations made in the Cost of Services Study prepared by Revenue & Cost Specialists, LLC; and

WHEREAS, notice of the public hearing and a general explanation of the changes proposed was given in accordance with Government Code Section 6062a and there were no written requests for mailed notice of meetings or the public hearing on file with the City; and

WHEREAS, the cost of services benefiting individuals and not the entire community should be borne by the individuals receiving the service. Therefore, determining the cost of services ensures that fees recover only costs reasonably borne, as established by Section 8(c) of Proposition 4, now Article XIII B of the California Constitution; and

WHEREAS, to the extent fee revenue does not cover the full cost of providing the service, the difference is subsidized by the City's general fund tax dollars. The community benefits from subsidies for certain fees, and it is not found by the City Council that it is in the best interest of the community to charge full cost of recovery in all cases; and

WHEREAS, appropriate data has been available to the public since June 21, 2024, indicating the cost or estimated cost required to support the fees and charges for which changes are proposed; and

WHEREAS, on July 2, 2024, the City Council held a public hearing, for which notice was provided in accordance with Government Code Section 6062a, and took oral or written testimony from members of the public and information from staff regarding the Cost of Service Study for new, increased or confirmed service charges and fees.

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

1. Approve the "City of Marina Fee Schedule" for City services (EXHIBIT A). attached hereto and incorporated herein by this reference, and direct that all new or increased fees and services charges shall take effect as of September 1, 2024, and existing fees and service charges shall remain in full force and effect until that time and are hereby restated.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 2nd day of July 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
MASTER FEE SCHEDULE**

REF #	SERVICE	SUGGESTED FEE
COMMUNITY DEVELOPMENT		
S-002	CONDITIONAL USE PERMIT	\$5,350 per application
S-003	CONDITIONAL USE PERMIT AMENDMENT	\$4,135 per application
S-004	SITE & ARCH DESIGN REV-MINOR ADMIN	\$615 per application
S-004A	SITE & ARCH DESIGN REV-MAJOR ADMIN	\$1,010 per application
S-005	SITE & ARCH DESIGN REV-DISCR	\$7,650 per application
		\$1,820 per application
S-007	COASTAL DEVELOPMENT PERMIT	This fee is to be charged in addition to usual fees for projects in the Coastal Zone
S-009	LOCAL COASTAL PROGRAM AMENDMENT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-010	COASTAL DEVELOP. PERMIT EXEMPTION	\$265 per application
S-011	GENERAL PLAN AMENDMENT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-013	SPECIFIC PLAN REVIEW	Minor - \$5,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs. Major - \$20,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-014	SPECIFIC PLAN AMENDMENT	Minor - \$5,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs. Major - \$20,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-015	ZONING TEXT/MAP AMENDMENT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-016	VARIANCE APPLICATION	Minor - \$2,540 per application Major - \$5,075 per application
S-016A	OBJECTIVE STANDARDS MULTIFAMILY REV	\$2,540 per application
		\$210 per application
S-016B	PRE-APPROVED ADU PLANNING REVIEW	Building fees are in addition to this fee.
S-017	DEVELOPMENT AGREEMENT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs, including City Attorney and consultants.

REF #	SERVICE	SUGGESTED FEE
S-018	ANNEXATION REVIEW	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-019	ENVIRONMENTAL NEG DECLARATION	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-020	ENVIRONMENTAL IMPACT REPORT REV	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-021	TENTATIVE PARCEL MAP	\$6,195 per map
S-022	TENTATIVE TRACT MAP	5-20 lots - \$12,650 per map 20+ lots - Deposit and fee agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.
S-023	TENTATIVE MAP AMENDMENT	Administrative - \$2,830 per application Council - \$6,685 per application
S-024	FINAL PARCEL MAP	\$7,225 per map
S-025	FINAL TRACT MAP	\$10,000 deposit and fee agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.
S-026	FINAL MAP AMENDMENT	\$5,460 per application
S-031	LOT LINE ADJUSTMENT	\$4,425 per application
S-031A	LOT MERGER	\$4,425 per application
S-034	REVERSION TO ACREAGE	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-035	CERTIFICATE OF COMPLIANCE	\$2,245 per application or a deposit as determined by staff
S-036	ADMIN.CONSIST DETERM REQ. TO FORA	This fee should be removed from the fee schedule as the service is no longer provided.
S-037	LEGISL CONSIST DETERM REQ TO FORA	This fee should be removed from the fee schedule as the service is no longer provided.
S-038	MINING PERMIT/RECLAMATION PLAN	This fee should be removed from the fee schedule as the service is no longer provided.
S-039	SIGN PROGRAM REVIEW	\$3,410 per application
S-040	SIGN PROGRAM AMENDMENT	\$2,575 per application
S-041	SIGN REVIEW - DISCRETIONARY	\$1,705 per application
S-042	SIGN REVIEW - ADMINISTRATIVE	With Sign Program - \$110 per application Without Sign Program - \$370 per application
S-043	TEMPORARY SIGN/BANNER REVIEW	\$50 per application
S-044	TEMPORARY USE PERMIT	Minor - \$960 per application Major - \$1,340 per application
S-044B	MINOR TELECOMMUNICATIONS PERMIT	\$740 per application
S-044C	SIDEWALK VENDOR PERMIT	\$160 per permit
S-044D	FOOD TRUCK PERMIT	\$475 per permit
S-045	HOME OCCUPATION PERMIT	\$55 per application

REF #	SERVICE	SUGGESTED FEE
S-046	TREE REMOVAL - ADMINISTRATIVE	This fee should be removed from the fee schedule as it is now included in S-046A.
S-046A	TREE REMOVAL	Tier 1 - \$560 per application Tier 2 - \$1,500 deposit with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs. Tier 3 - \$3,000 deposit with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-047	STREET NAME/RE-NAME PROCESSING	This fee should be removed from the fee schedule as the service is not provided.
S-048	BUILDING ADDRESS/RE-ADDRESS PROC.	\$1,065 per building
S-049	TIME EXTENSION REVIEW	Administrative - \$690 per application Planning Commission - \$760 per application
S-050	APPEAL TO PLANNING COMMISSION	\$2,075 per appeal Appeal in the Coastal Zone - No Charge
S-051	APPEAL TO CITY COUNCIL	\$2,780 per appeal Appeal in the Coastal Zone - No Charge
S-051A	ZONING CLEARANCE LETTER	\$210 per letter
S-051B	PROPERTY HISTORY LETTER	\$445 per letter plus actual cost for any time spent over 2 hours.
S-051D	PLANNING EXTRA MEETING	\$320 per meeting
S-051E	PLANNING SPECIAL MEETING	\$645 per meeting
S-051F	EXTRA PLAN REVIEW	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-051G	MISCELLANEOUS PLANNING REVIEW	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-051H	GENERAL PLAN MAINTENANCE	15% surcharge of all Building Division Permit Fees
S-051I	DEVELOPMENT TECH SURCHARGE	4% of all Building Permit fees
S-051J	DEVELOPMENT SCANNING	\$1.25 per sheet/copy
S-051K	GIS PRINTOUT	\$10 per request plus \$2 per sheet or actual costs
S-051L	LANDSCAPE MAINT BOND PROCESSING	\$220 per bond plus cost of one hour for City Attorney
S-051M	MITIGATION MONITORING	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-051N	SHORT TERM RENTAL PERMIT	New - \$160 Renewal - \$115
S-052	PRE-APPLICATION REVIEW	\$650 per meeting or deposit as determined by staff 100% of the fee for the first meeting will be credited towards future fees for the same project within six months of first meeting.

REF #	SERVICE	SUGGESTED FEE
S-053	BUILDING INSPECTION/PLAN CHECK	These fees should be increased by 15%. See Fee Detail in Appendix C
S-056	MOBILE HOME INSPECTION	This fee should be removed from the fee schedule as the service is no longer provided.
S-057	TEMPORARY OCCUPANCY REVIEW	This fee should be removed here as it is already included in Appendix C.
S-058	RESIDENTIAL PROPERTY INSPECTION	\$190 per permit plus \$95 per each inspection after the second inspection
S-058A	USE OF ALTERNATE MATERIALS REVIEW	\$665 per application
S-058B	CASP REVIEW	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-058C	APPEAL TO BOARD OF APPEALS	\$1,740 per appeal
S-059	CODE ENFORCEMENT	\$100 per violation per day - First Violation \$200 per violation per day - Second Violation within one year of the First Violation \$500 per violation per day - Each additional violation within one year of the First Violation \$1,000 per violation per day - If 3 or more violations have occurred of the same type of violation
S-061	CURB AND/OR GUTTER INSPECTION	\$580 per permit + \$165 per 50 linear feet after the first 50 linear feet
S-062	SIDEWALK INSPECTION	\$580 per permit + \$165 per 250 square feet after the first 250 square feet
S-062A	SIDEWALK RAMP INSPECTION	\$580 per permit (maximum of two ramps per permit)
S-063	DRIVEWAY APPROACH INSPECTION	Residential - \$580 per permit Commercial - \$745 per permit
S-068	ROADWAY CONSTRUCTION INSPECTION	\$1,680 per permit + \$1,540 per 50 square feet after the first 50 square feet
S-068B	ENCROACHMENT INSPECTION - POTHOLING	\$1,105 per permit plus \$165 per location after 5 locations
S-069	NON-CONST ENCROACHMENT PERMIT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-070	EMERG BARR./WARNING DEVICE PLACEMNT	Charge the actual cost of all personnel and equipment used.
S-070A	TRAFFIC CONTROL PLAN/INSP - RESID.	\$620 per permit
S-070B	TRAFFIC CONTROL PLAN/INSP-ART/COLL	\$780 per permit plus \$385 per each additional day after the first day
S-070C	TRAFFIC CONTROL PLAN/INSP-INTERSCT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-070D	TRAFFIC CONTROL PLAN/INSP-MULT LOC	\$555 per permit plus: Residential Street - \$110 per day Arterial/Collector Street - \$220 per day
S-070E	TRAFFIC CONTROL PLAN/INSP-ROAD CLOS	\$1,955 per permit plus \$415 per day
S-070F	TEMPORARY ENCROACHMENT PERMIT	\$250 per permit

REF #	SERVICE	SUGGESTED FEE
S-070G	STAGING R-O-W PERMIT	This fee should be removed from the fee schedule as it is now included as part of S-069.
		These fees are set by the State:
S-070I	OVERWIDE/LONG/HEAVY LOAD PERMIT	The City should charge the current Caltrans fee.
S-070J	HAUL ROUTE PERMIT	\$1,070 per permit
S-070M	PW - ADDITIONAL INSPECTION	Charge the fully allocated hourly rates for all personnel used plus any outside costs.
S-070N	PW - ADDITIONAL PLAN REVIEW	Charge the fully allocated hourly rates for all personnel used plus any outside costs.
S-070O	ENGINEERING STUDY REVIEW	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-070P	IMPROVEMENT AGREEMENT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-070Q	STREET/RIGHT-OF-WAY ABANDON. REV.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
		Improvement/Grading Plans - Deposit based on the valuation amounts below with charges at the fully allocated hourly rates for all personnel involved plus any outside costs:
		\$0-\$500,000 Valuation - 2.75% of the engineer's estimated valuation
		\$500,001-\$1 million - 2.5% of the engineer's estimated valuation over \$500,000
		\$1 million+ - 1.5% of the engineer's estimated valuation over \$1 million
S-070S	IMPROVEMENT/GRADING PLAN REVIEW	
S-070T	IMPROVEMENT/GRADING INSPECTIONS	Deposit of 10% of Engineer's Estimated Valuation with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.
S-070U	STORMWATER POLLUTION PREV. PLAN REV	\$1,320 per application
S-070V	STORMWATER MITIGATION PLAN REVIEW	\$1,320 per plan
S-070W	APPEAL TO PW COMMISSION	\$3,265 per appeal
		Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-070X	PUBLIC EASEMENT CREATION	
S-070Y	PRIVATE EASEMENT CREATION	\$5,225 per application
		Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-070Z	RIGHT OF WAY DEDICATION	
S-071	BLUEPRINT/MAP REPRODUCTION	Actual costs as determined by staff
S-071A	BOND REDUCTION	\$4,260 per application
S-071B	LIGHTING PHOTOMETRIC REVIEW	\$3,475 per application

REF #	SERVICE	SUGGESTED FEE
PUBLIC SAFETY		
S-076	CARD ROOM TECHNICIAN PERMIT	New - \$135 per permit per year plus DOJ fees Renewal - \$75 per permit (no DOJ Fees)
S-076A	CARDROOM ESTABLISHMENT PERMIT	New - \$480 per application plus Livescan fees Renewal - \$270 per renewal plus Livescan fees
S-077	BINGO PERMIT	Remote Caller - \$125 per permit Other - \$50 per permit (This fee is limited by the State)
S-079	PUBLIC DISTURBANCE RESPONSE	First Response - No Charge Each additional response - \$200
S-080	POLICE FALSE ALARM RESPONSE	First alarm within a calendar year - No Charge Second alarm within calendar year - \$200 3rd, 4th, and 5th alarm within a calendar year - \$250 each subsequent alarm within a calendar year - \$300
S-080A	NEW POLICE ALARM REGISTRATION	\$25 per permit
S-080B	ALARM REGISTRATION RENEWAL	\$20 per renewal
S-080C	POLICE BACKGROUND CHECK	\$110 per application plus any DOJ fees
S-081	DUI EMERGENCY ACCIDENT RESPONSE	Per Government Code Section 53155, charge the actual costs incurred up to \$12,000 per response for all responding personnel
S-082	DUI ARREST	This fee should be removed from the fee schedule.
S-083	MISDEMEANOR BOOKING PROCESSING	\$200 per booking
S-084	IMPOUNDED VEHICLE RELEASE	\$435 per vehicle
S-085	NON-IMPOUND VEHICLE RELEASE	\$160 per vehicle
S-086	VEHICLE EQUIP CORRECTION INSPECT.	\$35 per inspection to be charged for all inspections
S-087	VIN VERIFICATION	\$60 per request

REF #	SERVICE	SUGGESTED FEE
S-088	CONCEALED WEAPONS PERMIT	New Permit - \$100 Renewal Permit - \$25 Amended Permit - \$10 Psychological testing costs are added to the above fees up to \$150
S-089	PARADE & ASSEMBLIES PERMIT	Minor - \$485 per permit Major - Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs. Garbage/Recycling Cans - \$2 per set Park Usage - \$25 per hour Street Parking Per Block: \$50/0-50 vehicles \$100/51-100 vehicles \$150/101+ vehicles plus the actual cost for all staff the day of the event.
S-089A	BLOCK PARTY PERMIT	\$200 per application
S-089B	AMPLIFIED SOUND PERMIT	\$180 per application
S-091	RV OVERNIGHT PARKING PERMIT	\$20 per permit
S-092	RECORDS CHECK/CLEARANCE LETTER	\$80 per letter
S-093	FINGERPRINTING	\$35 per request plus DOJ Fees
S-095	POLICE DIGITAL COPY	\$20 per device
S-096	POLICE REPORT COPY	\$0.20 per page
S-098	POLICE SPECIAL SERVICES	Charge the Fully Allocated Hourly Rates for all personnel involved
S-098A	TOW TRUCK BUSINESS REVIEW	\$410 per application
S-098B	POLICE DANCE PERMIT	\$210 per application
S-098C	POLICE ENTERTAINMENT PERMIT	\$210 per application
S-098E	FIREARM STORAGE	\$295 per case
S-098F	VALET PARKING PERMIT	\$470 per application
S-100	ANIMAL CONTROL SERVICES	Annual Dog License: Spayed/Neutered - \$25 Non-Spayed/Neutered - \$100 Late Fee - \$20
S-101	ANIMAL RELEASE/REDEMPTION	\$50 per animal for first offense and \$100 per animal thereafter
S-104	KENNEL PERMIT	\$860 per application
S-105	FIRE ALARM PLAN CHECK	Single Family/Tenant Improvement - \$280 Multi-Family/Commercial/Industrial: 1-25 Devices - \$280 Each Additional 25 Devices - \$115
S-105A	FIRE ALARM INSPECTION	Single Family/Tenant Improvement - \$280 Multi-Family/Commercial/Industrial: 1-25 Devices - \$280 Each Additional 25 Devices - \$225

REF #	SERVICE	SUGGESTED FEE
S-106	FIRE SPRINKLER PLAN CHECK	Single Family/Tenant Improvement - \$280 Multi-Family/Commercial/Industrial: 1-100 Heads - \$280 Each Additional 100 Heads - \$115
S-106A	FIRE SPRINKLER INSPECTION	Single Family/Tenant Improvement - \$560 (2 inspections) Modular Building - \$280 (1 inspection) Multi-Family/Commercial/Industrial: 1-100 Heads - \$560 (2 inspections) Each Additional 50 Heads - \$225 Over 300 Heads - Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs
S-107	FIRE SUPPRESSION SYSTEM - FIXED	Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs
S-107A	FIRE SUPPRESSION SYSTEM - HOOD	Plan Check - \$280 Inspection - \$280
S-108	FIRE BUILDING PLAN REVIEW	\$280 per plan or deposit with actual costs as determined by staff
S-108A	FIRE PHOTOVOLTAIC SYST. PLAN REVIEW	\$118 per plan
S-109	FIRE BUSINESS INSPECTION - ANNUAL	\$195 per permit
S-109A	FIRE BUSINESS INSPECTION - NEW	\$280 per permit
S-112	HAZARDOUS MATERIALS ANNUAL INSPECT	Underground/Aboveground tanks: Operating Permit - \$280 plus \$115 for every tank over 5 Change/Install - \$280 plus \$115 for every tank over 1 Remove/Abandon - \$225 plus \$85 for every tank over 1 All Other Hazardous Materials Permits - \$280 per permit
S-113	STATE MANDATED INSPECTION	Care Facility: (These fees are set by the State) 1-25 persons - \$50 26+ persons - \$100 Other Occupancies - \$280 plus \$140 for each floor after the first floor Charge fully allocated hourly rate for any 2nd re-inspections For any inspections not identified charge the Fully Allocated Hourly Rates for any time involved.
S-114	ONE-TIME FIRE INSPECTION/PERMIT	\$280 per permit Over 1 Hour - Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs

REF #	SERVICE	SUGGESTED FEE
S-115	PUBLIC FIREWORKS DISPLAY INSP/PRMT	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
S-116	ENGINE CO./PREV BUSINESS 2ND REINSP	\$360 per inspection for the second reinspection and every inspection thereafter
S-117	FIRE FALSE ALARM RESPONSE	First and Second Alarm within a 30 day period - No Charge Third alarm within a 30 day period - \$150 4th and 5th alarm within a 30 day period - \$200 each subsequent alarm within a 30 day period - \$250
S-118	FIRE FLOW TEST	\$195 per test
S-119	WEED ABATEMENT	Non-Compliance after 3rd Inspection - \$415 Non-Compliance after 4th Inspection - \$415 Lot Cleared - \$670 plus the actual cost of clearing

RECREATION		
S-120	ADULT SPORTS	Softball: Resident - \$750 per team Non-Resident - \$900 per team
S-121	YOUTH SPORTS	Resident - \$30 Non-Resident - \$60
S-121A	TEEN CENTER	Membership: Yearly: Resident - \$53 Non-Resident - \$75 6 Months: Resident - \$30 Non-Resident - \$53 Summer Only: Resident - \$23 Non-Resident - \$38 Daily: Resident - \$5 Non-Resident - \$8 50% of all children in the same family after the first child
S-121B	SENIOR CENTER	Membership: Resident - \$30 Non-Resident - \$53 Special Events: Resident - \$8 Non-Resident - \$8

REF #	SERVICE	SUGGESTED FEE
S-121C	YOUTH CENTER	Yearly Membership - \$53 6 Months Membership - \$30 Summer/Breaks - \$23 per week Non-Resident: Yearly - \$75 6 Month - \$53 Summer/Breaks - \$38 per week Daily: Resident - \$5 Non-Resident - \$8 7 Week Smart Start Programs: Members - \$15 Non-Members - \$53 Camps: Members - \$30 Non-Members - \$60 Non-Resident: 7 week Smart Start Programs - \$60 Camps - \$83 50% off All Children in the Same Family After Child 1
S-122	FACILITY/BALLFIELD RENTAL	Various fees See Appendix D of this Report for detail

MAINTENANCE		
S-123	SPECIAL PARKING PLACEMENT/REMOVAL	Collect a deposit and charge the Fully Allocated Hourly Rates of any personnel involved plus any material or outside costs
S-126	DAMAGE TO CITY PROPERTY	Charge the Fully Allocated Hourly Rates of any personnel involved plus any material or outside costs

ADMINISTRATION		
S-128	NEW BUSINESS LICENSE PROCESSING	Located Outside of City Limits - \$50 per application Located Within City Limits - \$100 per application
S-129	BUSINESS LICENSE RENEWAL PROC.	\$20 per renewal
S-130	BUS. LIC. OWNER NAME/ADDRESS CHANGE	\$20 per account
S-131	NSF CHECK PROCESSING	\$70 per NSF Check
S-132	FILM PERMIT	Processing Fee: \$255 per permit Plus daily rental fee of facility Plus actual cost for day of event Plus any business license fees
S-134	COPY - ELECTRONIC FILE	\$6 per device
S-135	COPY - PRINTED DOCUMENTS	\$0.20 per page FPPC copies - \$0.10 per page Maps - \$2 per page
S-136	LIFE CERTIFICATION	\$10 per certification
S-137	DOCUMENT CERTIFICATION	\$5 per document

REF #	SERVICE	SUGGESTED FEE
		\$15 per signature
S-138	NOTARY PUBLIC SERVICES	This fee is set by the State
		\$200 per initiative
S-140	INITIATIVE PROCESSING	This fee is set by the State
		This fee is set by the State: \$25 per candidate FPPC Late Filing Fee - \$10 per day for each day a statement is late up to a maximum of \$100
S-141	CANDIDATE PROCESSING	
S-141A	CHICKEN REGISTRATION	\$10 per application
		Phase 1 - \$6,305 per application Phase 2 - \$5,520 per application Phase 3 - \$4,580 per application
S-150	CANNABIS PERMIT APPLICATION	
S-151	CANNABIS CONDITIONAL USE PERMIT	\$13,165 per application
S-152	CANNABIS LIVESCAN PROCESSING	\$75 per scan
S-153	CANNABIS ZONING VERIFICATION LETTER	\$415 per letter
		New - \$300 Renewal - \$100
S-154	CANNABIS BACKGROUND REVIEW	
S-155	CANNABIS APPEAL PROCESSING	\$3,940 per appeal
S-156	CANNABIS PRE-LICENSE SITE VISIT	\$2,575 per visit
S-157	CANNABIS REGULATORY COMPLIANCE INSP	\$2,840 per annual inspection
S-158	CANNABIS REINSPECTION	\$1,440 per reinspection
S-159	CANNABIS TAX AUDIT	\$10,670 per audit
S-160	ANNUAL RENTAL PROPERTY MONITORING	\$1,085 per property
		\$310 per application plus actual cost of outside consultant
S-161	BELOW MARKET RATE CERTIFICATION	
S-162	BELOW MARKET NEW CONSTRUCTION SALES	\$1,995 per review
S-163	BELOW MARKET REFINANCE TRANSACTION	\$1,530 per transaction
S-164	BELOW MARKET RESALE TRANSACTION	\$1,995 per transaction

DETAIL OF
BUILDING & SAFETY FEES

CITY OF MARINA
BUILDING & SAFETY FEE SCHEDULE
BUILDING PERMIT FEES

SCHEDULE C-1

SERVICE	CURRENT FEE	PROPOSED FEE
Building Permit Issuance	\$43	\$60
BUILDING PERMITS		
Building Permit Under \$500 Valuation	\$31	\$36
Building Permit \$501-\$2,000 Valuation	\$31 + \$3.87 for each \$100 over \$500	\$36 + \$4.40 for each \$100 over \$500
Building Permit \$2,001-\$25,000 Valuation	\$89 + \$17.74 for each \$1,000 over \$2,000	\$102 + \$20.43 for each \$1,000 over \$2,000
Building Permit \$25,001-\$50,000 Valuation	\$497 + \$12.92 for each \$1,000 over \$25,000	\$572 + \$14.84 for each \$1,000 over \$25,000
Building Permit \$50,001-\$100,000 Valuation	\$820 + \$8.88 for each \$1,000 over \$50,000	\$943 + \$10.22 for each \$1,000 over \$50,000
Building Permit \$100,001-\$500,000 Valuation	\$1,264 + \$6.92 for each \$1,000 over \$100,000	\$1,454 + \$7.96 for each \$1,000 over \$100,000
Building Permit \$500,001-\$1,000,000 Valuation	\$4,033 + \$5.93 for each \$1,000 over \$500,000	\$4,638 + \$6.82 for each \$1,000 over \$500,000
Building Permit Over \$1,000,000 Valuation	\$7,000 + \$4.19 for each \$1,000 over \$1,000,000	\$8,048 + \$4.82 for each \$1,000 over \$1,000,000
BUILDING PLAN CHECK		
Building Plan Check Under \$500 Valuation	\$20	\$23
Building Plan Check \$501-\$2,000 Valuation	\$20 + \$2.53 for each \$100 over \$500	\$23 + \$2.93 for each \$100 over \$500
Building Plan Check \$2,001-\$25,000 Valuation	\$58 + \$11.52 for each \$1,000 over \$2,000	\$67 + \$13.22 for each \$1,000 over \$2,000
Building Plan Check \$25,001-\$50,000 Valuation	\$323 + \$8.40 for each \$1,000 over \$25,000	\$371 + \$9.68 for each \$1,000 over \$25,000
Building Plan Check \$50,001-\$100,000 Valuation	\$533 + \$5.78 for each \$1,000 over \$50,000	\$613 + \$6.64 for each \$1,000 over \$50,000
Building Plan Check \$100,001-\$500,000 Valuation	\$822 + \$4.50 for each \$1,000 over \$100,000	\$945 + \$5.17 for each \$1,000 over \$100,000
Building Plan Check \$500,001-\$1,000,000 Valuation	\$2,621 + \$3.86 for each \$1,000 over \$500,000	\$3,013 + \$4.44 for each \$1,000 over \$500,000
Building Plan Check Over \$1,000,000 Valuation	\$4,549 + \$1.13 for each \$1,000 over \$1,000,000	\$5,233 + \$1.30 for each \$1,000 over \$1,000,000
MISCELLANEOUS:		
Window Changeout - SFR	\$198	\$228
Exterior Siding - SFR	\$198	\$228
Re-Roof:		
SFR	\$198	\$228
Non-SFR	\$242	\$276
Miscellaneous Building Permit	\$277	\$315
Demolition Permit	\$161	\$190
Duplicate Inspection Card	\$43	\$61
Duplicate Certificate of Occupancy	\$43	\$61
Temporary Certificate of Occupancy	\$43	\$61
Other Inspections not specified	\$133	\$144
Overtime Inspection (4 hour minimum)	OT Hourly Rate	OT Hourly Rate
Additional Plan Review	Hourly Rate	Hourly Rate
Expedited Plan Review in addition to regular Plan Review Fee	OT Hourly Rate	OT Hourly Rate
Overtime Hourly Rate is 120% of the Regular Hourly Rate		

CITY OF MARINA
BUILDING & SAFETY FEE SCHEDULE
MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEES

SCHEDULE C-2

	<u>CURRENT</u>	<u>2024 PROPOSED</u>
Permit Issuance	\$43	\$60
ELECTRICAL PERMITS		
Electrical Sign	\$213	\$251
Power Apparatus	\$207	\$247
Temporary Power Pole	\$194	\$233
Services, Switchboards, Control Centers, & Panels		
SFR	\$260	\$345
Non-SFR	\$260	\$315
Pole or Platform Mounted Fixtures (Every 5 Lights)	\$342	\$393
Receipt, Switch, Lighting Outlet, and Lighting Fixture, per fixture		
First 10 items	\$254	\$291
Each item over 10	\$4	\$5
Combo Permit: EV Charging Station	\$277	\$315
Combo Permit: Swimming Pool		
SFR	\$593	\$672
Non-SFR	\$827	\$926
Combo Permit: In-Ground Spa		
SFR	\$421	\$479
Non-SFR	\$540	\$609
Combo Permit: Solar System		
SFR	\$277	\$315
Non-SFR	\$421	\$479
Meter Reset	\$198	\$228
Miscellaneous Electrical Permit	\$132	\$158
PLUMBING PERMITS		
Backflow Protection Device	\$109	\$133
Expansion Tank	\$109	\$133
Miscellaneous Plumbing Permit	\$132	\$158
MECHANICAL PERMITS		
Commercial Air Handling Unit (Per Unit)	\$403	\$467
Independent Venting System	\$403	\$467
Type I & II Hood served by Mechanical Exhaust	\$403	\$467
Miscellaneous Mechanical Permit	\$132	\$158
Inspections not specified	\$132	\$144
Reinspections	\$132	\$144
After Hours Inspection (4 hour minimum)	Hourly Rate	Hourly Rate
Plan Check - 100% of Permit Fee		
Overtime Hourly Rate is 120% of the Regular Hourly Rate		

DETAIL OF
RECREATION
FACILITY & FIELD FEES

Recreation Facility Rental Fees

Field Use, Athletic Events

CLASS I

A. Community Youth Groups - Any organized youth group which is non-profit, has a majority of members who are Marina residents age 17 years and under, has volunteer adult leaders or chaperones, is recreational in nature, has no membership restrictions other than age and gender, has a defined organizational structure, meets regularly, and is primarily interested in serving school-age youth of the community.

B. Community Adult Groups - Any organized group which is non-profit, has a majority of members who are Marina residents, is recreational in nature, has no membership restrictions other than age and gender, has a defined organizational structure and meets regularly.

C. Resident Use, Private - Any resident group or individual not meeting the requirements of another class which wishes to use a facility(s) for private recreational activities.

	<u>Current Fees</u>	<u>Proposed Fees</u>
Field Use, Per Hour	\$15	\$25
Field Prep	\$30	\$45
Lights, Per Hour	\$30	\$45
Staff, Per Hour	FBHR	FBHR
Restrooms	\$50	\$75
Deposit	\$150	\$150
	\$100 Non-refund cancel fee	\$100 Non-refund cancel fee
Concession Stand	\$50 per day	\$75 per day
	\$150 per season	\$225 per season
Electronic Scoreboard	\$100 Deposit	\$100 Deposit

CLASS II

A. Commercial Use - Groups or organizations that are, by their nature, commercial or profit oriented.

B. Non-resident - Any non-resident group or individual not meeting the requirements of another class, which wishes to use a facility for private recreational activities.

	<u>Current Fees</u>	<u>Proposed Fees</u>
Field Use, Per Hour	\$30	\$45
Field Prep	\$30	\$45
Lights, Per Hour	\$30	\$45
Staff, Per Hour	FBHR	FBHR
Restrooms	\$50	\$75
Deposit	\$250	\$250
	\$150 Non-refund cancel	\$150 Non-refund cancel
Concession Stand	\$75 per day	\$115 per day
	\$200 per season	\$300 per season
Electronic Scoreboard	\$100 Deposit	\$100 Deposit
Park Field Use	\$25	\$40
Park Rental Restroom Use	\$50	\$75

Recreation Facility Rental Fees

ROCKY HAN COMMUNITY CENTER

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$30/hr	\$45/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$50/hr	\$75/hr
Nonresident Nonprofit	\$40/hr	\$60/hr
Damage Deposit	\$500	\$500
Facility Maintenance Fee	\$100	\$150
Sanitation Fee	\$200	\$300
Kitchen Fee	\$35	\$55
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75

VINCE DIMAGGIO PARK FIRESIDE ROOM

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$25/hr	\$40/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$30/hr	\$45/hr
Nonresident Nonprofit	\$25/hr	\$40/hr
Damage Deposit	\$250	\$250
Facility Maintenance Fee	\$75	\$115
Sanitation Fee	\$100	\$150
Kitchen Fee	\$25	\$40
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$38 per day

SCOUT BUILDING AT GLORYA JEAN TATE PARK

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$25/hr	\$40/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$35/hr	\$55/hr
Nonresident Nonprofit	\$30/hr	\$45/hr
Damage Deposit	\$250	\$250
Facility Maintenance Fee	\$75	\$115
Sanitation Fee	\$100	\$150
Kitchen Fee	\$25	\$40
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

Recreation Facility Rental Fees

WENDY HILL COMMUNITY PARK

	<u>Current Fees</u>	<u>Proposed Fees</u>
Damage Deposit	\$200	\$300
Event Permit	\$40	\$60
Admin Rental Service Fee	\$25	\$40
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

MARINA SKATE PARK

	<u>Current Fees</u>	<u>Proposed Fees</u>
Damage Deposit	\$200	\$300
Event Permit	\$40	\$60
Admin Rental Service Fee	\$25	\$40
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

MARINA TEEN CENTER

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$30/hr	\$45/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$50/hr	\$75/hr
Nonresident Nonprofit	\$40/hr	\$60/hr
Damage Deposit	\$500	\$500
Facility Maintenance Fee	\$100	\$150
Sanitation Fee	\$200	\$300
Kitchen Fee	\$35	\$55
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75

MARINA YOUTH CENTER

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$25/hr	\$40/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$35/hr	\$55/hr
Nonresident Nonprofit	\$30/hr	\$45/hr
Damage Deposit	\$250	\$250
Facility Maintenance Fee	\$75	\$115
Sanitation Fee	\$100	\$150
Kitchen Fee	\$25	\$40
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

Recreation Facility Rental Fees

Liability Insurance (requirement): Insurance is available for purchase through the City.

Liability Insurance:

1-50 people	\$102.24	\$155
51-150 people	\$109.46	\$165
151-250 people	\$128.04	\$195
251-500 people	\$150.74	\$230

Liquor Liability Insurance:

1-50 people	\$15.48	\$25
51-150 people	\$20.64	\$30
151-250 people	\$20.64	\$30
251-500 people	\$20.64	\$30
Alcoholic Beverage Permit Fee	\$300	\$450

EQUIPMENT RENTAL

Tables	\$5	\$8
Table Deposit:		
1-20 Tables	\$50	\$75
21-40 Tables	\$75	\$115
41+ Tables	\$100	\$150
Chairs, Off-Site Rental	\$1 per chair	\$2 per chair
Chair Deposit:		
1-20 Chairs	\$50	\$75
21-40 Chairs	\$75	\$115
41+ Chairs	\$100	\$150
Audio System (Civic Center)	\$50	\$75
Audio System (Portable)	\$50	\$75
Audio System Deposit	\$200	\$200
Alcoholic Beverage Permit	\$300	\$450
Over 100 Attendees	FBHR	FBHR

APPENDIX A

SUMMARY
OF
CURRENT FEES
AND
PROPOSED FEES

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-002	TITLE: CONDITIONAL USE PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$5,350 per application	\$5,350 per application
REF #: S-003	TITLE: CONDITIONAL USE PERMIT AMENDMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$4,135 per application	\$4,135 per application
REF #: S-004	TITLE: SITE & ARCH DESIGN REV-MINOR ADMIN
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$340 per application	\$615 per application
REF #: S-004A	TITLE: SITE & ARCH DESIGN REV-MAJOR ADMIN
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,010 per application	\$1,010 per application
REF #: S-005	TITLE: SITE & ARCH DESIGN REV-DISCR
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$7,775 per application	\$7,650 per application
REF #: S-007	TITLE: COASTAL DEVELOPMENT PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$885 per application	\$1,820 per application
This fee is to be charged in addition to usual fees for projects in the Coastal Zone	This fee is to be charged in addition to usual fees for projects in the Coastal Zone

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-009		TITLE: LOCAL COASTAL PROGRAM AMENDMENT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.		Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	
REF #: S-010		TITLE: COASTAL DEVELOP. PERMIT EXEMPTION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$255 per application		\$265 per application	
REF #: S-011		TITLE: GENERAL PLAN AMENDMENT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.		Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	
REF #: S-013		TITLE: SPECIFIC PLAN REVIEW	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.		Minor - \$5,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs. Major - \$20,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	
REF #: S-014		TITLE: SPECIFIC PLAN AMENDMENT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.		Minor - \$5,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs. Major - \$20,000 Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	
REF #: S-015		TITLE: ZONING TEXT/MAP AMENDMENT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.		Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-016	TITLE: VARIANCE APPLICATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$4,745 per application	Minor - \$2,540 per application Major - \$5,075 per application
REF #: S-016A	TITLE: OBJECTIVE STANDARDS MULTIFAMILY REV
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$2,540 per application
REF #: S-016B	TITLE: PRE-APPROVED ADU PLANNING REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$210 per application Building fees are in addition to this fee.
REF #: S-017	TITLE: DEVELOPMENT AGREEMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs, including City Attorney and consultants.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs, including City Attorney and consultants.
REF #: S-018	TITLE: ANNEXATION REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-019	TITLE: ENVIRONMENTAL NEG DECLARATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-020	TITLE: ENVIRONMENTAL IMPACT REPORT REV
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-021	TITLE: TENTATIVE PARCEL MAP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$3,845 per map	\$6,195 per map
REF #: S-022	TITLE: TENTATIVE TRACT MAP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
5-20 lots - \$7,925 per map 20+ lots - Deposit and fee agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.	5-20 lots - \$12,650 per map 20+ lots - Deposit and fee agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.
REF #: S-023	TITLE: TENTATIVE MAP AMENDMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Administrative - \$3,015 per application Council - \$5,005 per application	Administrative - \$2,830 per application Council - \$6,685 per application
REF #: S-024	TITLE: FINAL PARCEL MAP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$3,135 per map	\$7,225 per map
REF #: S-025	TITLE: FINAL TRACT MAP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Administrative - \$3,380 per map Council - \$5,000 deposit and fee agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.	\$10,000 deposit and fee agreement with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-026	TITLE: FINAL MAP AMENDMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,365 per application	\$5,460 per application
REF #: S-031	TITLE: LOT LINE ADJUSTMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,870 per application	\$4,425 per application
REF #: S-031A	TITLE: LOT MERGER
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,870 per application	\$4,425 per application
REF #: S-034	TITLE: REVERSION TO ACREAGE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-035	TITLE: CERTIFICATE OF COMPLIANCE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,250 per application or a deposit as determined by staff	\$2,245 per application or a deposit as determined by staff
REF #: S-036	TITLE: ADMIN.CONSIST DETERM REQ. TO FORA
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,010 per application	This fee should be removed from the fee schedule as the service is no longer provided.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-037	TITLE: LEGISL CONSIST DETERM REQ TO FORA
<u>CURRENT FEE</u> \$2,020 per application	<u>RECOMMENDED FEE</u> This fee should be removed from the fee schedule as the service is no longer provided.
REF #: S-038	TITLE: MINING PERMIT/RECLAMATION PLAN
<u>CURRENT FEE</u> Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	<u>RECOMMENDED FEE</u> This fee should be removed from the fee schedule as the service is no longer provided.
REF #: S-039	TITLE: SIGN PROGRAM REVIEW
<u>CURRENT FEE</u> \$2,945 per application	<u>RECOMMENDED FEE</u> \$3,410 per application
REF #: S-040	TITLE: SIGN PROGRAM AMENDMENT
<u>CURRENT FEE</u> \$1,620 per application	<u>RECOMMENDED FEE</u> \$2,575 per application
REF #: S-041	TITLE: SIGN REVIEW - DISCRETIONARY
<u>CURRENT FEE</u> \$1,535 per application	<u>RECOMMENDED FEE</u> \$1,705 per application
REF #: S-042	TITLE: SIGN REVIEW - ADMINISTRATIVE
<u>CURRENT FEE</u> With Sign Program - \$110 per application Without Sign Program - \$285 per application	<u>RECOMMENDED FEE</u> With Sign Program - \$110 per application Without Sign Program - \$370 per application

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-043	TITLE: TEMPORARY SIGN/BANNER REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$30 per application	\$50 per application
REF #: S-044	TITLE: TEMPORARY USE PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Minor - \$485 per application Major - \$2,470 per application	Minor - \$960 per application Major - \$1,340 per application
REF #: S-044B	TITLE: MINOR TELECOMMUNICATIONS PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$285 per application	\$740 per application
REF #: S-044C	TITLE: SIDEWALK VENDOR PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$160 per permit
REF #: S-044D	TITLE: FOOD TRUCK PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$475 per permit
REF #: S-045	TITLE: HOME OCCUPATION PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$65 per application	\$55 per application

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-046	TITLE: TREE REMOVAL - ADMINISTRATIVE
<u>CURRENT FEE</u> \$505 per application	<u>RECOMMENDED FEE</u> This fee should be removed from the fee schedule as it is now included in S-046A.
REF #: S-046A	TITLE: TREE REMOVAL
<u>CURRENT FEE</u> \$1,335 per application plus \$110 for every additional 10 trees after the first 10 trees	<u>RECOMMENDED FEE</u> Tier 1 - \$560 per application Tier 2 - \$1,500 deposit with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs. Tier 3 - \$3,000 deposit with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-047	TITLE: STREET NAME/RE-NAME PROCESSING
<u>CURRENT FEE</u> \$205 per application	<u>RECOMMENDED FEE</u> This fee should be removed from the fee schedule as the service is not provided.
REF #: S-048	TITLE: BUILDING ADDRESS/RE-ADDRESS PROC.
<u>CURRENT FEE</u> \$300 per building	<u>RECOMMENDED FEE</u> \$1,065 per building
REF #: S-049	TITLE: TIME EXTENSION REVIEW
<u>CURRENT FEE</u> \$690 per application	<u>RECOMMENDED FEE</u> Administrative - \$690 per application Planning Commission - \$760 per application
REF #: S-050	TITLE: APPEAL TO PLANNING COMMISSION
<u>CURRENT FEE</u> \$2,075 per appeal	<u>RECOMMENDED FEE</u> \$2,075 per appeal Appeal in the Coastal Zone - No Charge

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-051	TITLE: APPEAL TO CITY COUNCIL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,780 per appeal	\$2,780 per appeal
	Appeal in the Coastal Zone - No Charge
REF #: S-051A	TITLE: ZONING CLEARANCE LETTER
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$110 per letter	\$210 per letter
REF #: S-051B	TITLE: PROPERTY HISTORY LETTER
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$445 per letter plus actual cost for any time spent over 2 hours.	\$445 per letter plus actual cost for any time spent over 2 hours.
REF #: S-051D	TITLE: PLANNING EXTRA MEETING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$345 per meeting	\$320 per meeting
REF #: S-051E	TITLE: PLANNING SPECIAL MEETING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$690 per meeting	\$645 per meeting
REF #: S-051F	TITLE: EXTRA PLAN REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-051G**TITLE: MISCELLANEOUS PLANNING REVIEW****CURRENT FEE**

Deposit and Fee Agreement with charges at the Fully Allocated
Hourly Rates for all personnel involved plus any outside costs.

RECOMMENDED FEE

Deposit and Fee Agreement with charges at the Fully Allocated
Hourly Rates for all personnel involved plus any outside costs.

REF #: S-051H**TITLE: GENERAL PLAN MAINTENANCE****CURRENT FEE**

15% surcharge of all Building Division Permit Fees

RECOMMENDED FEE

15% surcharge of all Building Division Permit Fees

REF #: S-051I**TITLE: DEVELOPMENT TECH SURCHARGE****CURRENT FEE**

4% of all Building Permit fees

This fee is not currently being charged.

RECOMMENDED FEE

4% of all Building Permit fees

REF #: S-051J**TITLE: DEVELOPMENT SCANNING****CURRENT FEE**

\$1.25 per sheet/copy

RECOMMENDED FEE

\$1.25 per sheet/copy

REF #: S-051K**TITLE: GIS PRINTOUT****CURRENT FEE**

\$10 per request plus \$2 per sheet or actual costs

RECOMMENDED FEE

\$10 per request plus \$2 per sheet or actual costs

REF #: S-051L**TITLE: LANDSCAPE MAINT BOND PROCESSING****CURRENT FEE**

\$220 per bond plus cost of one hour for City Attorney

RECOMMENDED FEE

\$220 per bond plus cost of one hour for City Attorney

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-051M	TITLE: MITIGATION MONITORING
<u>CURRENT FEE</u> Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	<u>RECOMMENDED FEE</u> Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-051N	TITLE: SHORT TERM RENTAL PERMIT
<u>CURRENT FEE</u> New - \$950 Renewal - \$125	<u>RECOMMENDED FEE</u> New - \$160 Renewal - \$115
REF #: S-052	TITLE: PRE-APPLICATION REVIEW
<u>CURRENT FEE</u> \$480 per meeting or deposit as determined by staff 100% of the fee for the first meeting will be credited towards future fees for the same project within six months of first meeting.	<u>RECOMMENDED FEE</u> \$650 per meeting or deposit as determined by staff 100% of the fee for the first meeting will be credited towards future fees for the same project within six months of first meeting.
REF #: S-053	TITLE: BUILDING INSPECTION/PLAN CHECK
<u>CURRENT FEE</u> See Fee Detail in Appendix C	<u>RECOMMENDED FEE</u> These fees should be increased by 15%. See Fee Detail in Appendix C
REF #: S-056	TITLE: MOBILE HOME INSPECTION
<u>CURRENT FEE</u> \$505 per permit	<u>RECOMMENDED FEE</u> This fee should be removed from the fee schedule as the service is no longer provided.
REF #: S-057	TITLE: TEMPORARY OCCUPANCY REVIEW
<u>CURRENT FEE</u> \$45 per application May require a completion bond equal to the value of the remaining work.	<u>RECOMMENDED FEE</u> This fee should be removed here as it is already included in Appendix C.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-058	TITLE: RESIDENTIAL PROPERTY INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$185 per permit plus \$90 per each inspection after the second inspection	\$190 per permit plus \$95 per each inspection after the second inspection
REF #: S-058A	TITLE: USE OF ALTERNATE MATERIALS REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$515 per application	\$665 per application
REF #: S-058B	TITLE: CASP REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-058C	TITLE: APPEAL TO BOARD OF APPEALS
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,365 per appeal	\$1,740 per appeal
REF #: S-059	TITLE: CODE ENFORCEMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$100 per violation per day - First Violation	\$100 per violation per day - First Violation
\$200 per violation per day - Second Violation within one year of the First Violation	\$200 per violation per day - Second Violation within one year of the First Violation
\$500 per violation per day - Each additional violation within one year of the First Violation	\$500 per violation per day - Each additional violation within one year of the First Violation
	\$1,000 per violation per day - If 3 or more violations have occurred of the same type of violation
REF #: S-061	TITLE: CURB AND/OR GUTTER INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$355 per permit + \$100 per 50 linear feet after the first 50 linear feet	\$580 per permit + \$165 per 50 linear feet after the first 50 linear feet

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-062	TITLE: SIDEWALK INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$355 per permit + \$100 per 250 square feet after the first 250 square feet	\$580 per permit + \$165 per 250 square feet after the first 250 square feet
REF #: S-062A	TITLE: SIDEWALK RAMP INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$580 per permit (maximum of two ramps per permit)
REF #: S-063	TITLE: DRIVEWAY APPROACH INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Residential - \$355 per permit Commercial - \$455 per permit	Residential - \$580 per permit Commercial - \$745 per permit
REF #: S-068	TITLE: ROADWAY CONSTRUCTION INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$585 per permit + \$520 per 50 square feet after the first 50 square feet	\$1,680 per permit + \$1,540 per 50 square feet after the first 50 square feet
REF #: S-068B	TITLE: ENCROACHMENT INSPECTION - POTHOLING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$570 per permit plus \$35 per location after 5 locations	\$1,105 per permit plus \$165 per location after 5 locations
REF #: S-069	TITLE: NON-CONST ENCROACHMENT PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-070	TITLE: EMERG BARR./WARNING DEVICE PLACEMNT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Charge the actual cost of all personnel and equipment used.	Charge the actual cost of all personnel and equipment used.
REF #: S-070A	TITLE: TRAFFIC CONTROL PLAN/INSP - RESID.
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$380 per permit	\$620 per permit
REF #: S-070B	TITLE: TRAFFIC CONTROL PLAN/INSP-ART/COLL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$405 per permit plus \$195 per each additional day after the first day	\$780 per permit plus \$385 per each additional day after the first day
REF #: S-070C	TITLE: TRAFFIC CONTROL PLAN/INSP-INTERSECT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-070D	TITLE: TRAFFIC CONTROL PLAN/INSP-MULT LOC
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$340 per permit plus: Residential Street - \$65 per day Arterial/Collector Street - \$130 per day	\$555 per permit plus: Residential Street - \$110 per day Arterial/Collector Street - \$220 per day
REF #: S-070E	TITLE: TRAFFIC CONTROL PLAN/INSP-ROAD CLOS
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$660 per permit plus \$130 per day	\$1,955 per permit plus \$415 per day

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-070F	TITLE: TEMPORARY ENCROACHMENT PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$155 per permit	\$250 per permit
REF #: S-070G	TITLE: STAGING R-O-W PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$780 per permit	This fee should be removed from the fee schedule as it is now included as part of S-069.
REF #: S-070I	TITLE: OVERWIDE/LONG/HEAVY LOAD PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
These fees are set by the State:	These fees are set by the State:
\$16 - Daily Permit	The City should charge the current Caltrans fee.
\$90 - Annual Permit	
REF #: S-070J	TITLE: HAUL ROUTE PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$395 per permit	\$1,070 per permit
REF #: S-070M	TITLE: PW - ADDITIONAL INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Charge the fully allocated hourly rates for all personnel used plus any outside costs.	Charge the fully allocated hourly rates for all personnel used plus any outside costs.
REF #: S-070N	TITLE: PW - ADDITIONAL PLAN REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Charge the fully allocated hourly rates for all personnel used plus any outside costs.	Charge the fully allocated hourly rates for all personnel used plus any outside costs.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-0700**TITLE: ENGINEERING STUDY REVIEW****CURRENT FEE**

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

RECOMMENDED FEE

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

REF #: S-070P**TITLE: IMPROVEMENT AGREEMENT****CURRENT FEE**

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

RECOMMENDED FEE

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

REF #: S-070Q**TITLE: STREET/RIGHT-OF-WAY ABANDON. REV.****CURRENT FEE**

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

RECOMMENDED FEE

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

REF #: S-070S**TITLE: IMPROVEMENT/GRADING PLAN REVIEW****CURRENT FEE**

Improvement/Grading Plans - Deposit based on the valuation amounts below with charges at the fully allocated hourly rates for all personnel involved plus any outside costs:

\$0-\$500,000 Valuation - 1.5% of the engineer's estimated valuation
\$500,001-\$1 million - 1% of the engineer's estimated valuation over \$500,000
\$1 million+ - 0.75% of the engineer's estimated valuation over \$1 million

RECOMMENDED FEE

Improvement/Grading Plans - Deposit based on the valuation amounts below with charges at the fully allocated hourly rates for all personnel involved plus any outside costs:

\$0-\$500,000 Valuation - 2.75% of the engineer's estimated valuation
\$500,001-\$1 million - 2.5% of the engineer's estimated valuation over \$500,000
\$1 million+ - 1.5% of the engineer's estimated valuation over \$1 million

REF #: S-070T**TITLE: IMPROVEMENT/GRADING INSPECTIONS****CURRENT FEE**

Deposit of 10% of Engineer's Estimated Valuation with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.

RECOMMENDED FEE

Deposit of 10% of Engineer's Estimated Valuation with charges at the Fully Allocated Hourly Rates for all personnel involved and any outside costs.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-070U	TITLE: STORMWATER POLLUTION PREV. PLAN REV
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$770 per application	\$1,320 per application
REF #: S-070V	TITLE: STORMWATER MITIGATION PLAN REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$770 per plan	\$1,320 per plan
REF #: S-070W	TITLE: APPEAL TO PW COMMISSION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,990 per appeal	\$3,265 per appeal
REF #: S-070X	TITLE: PUBLIC EASEMENT CREATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.
REF #: S-070Y	TITLE: PRIVATE EASEMENT CREATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,425 per application	\$5,225 per application
REF #: S-070Z	TITLE: RIGHT OF WAY DEDICATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.	Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-071	TITLE: BLUEPRINT/MAP REPRODUCTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$10 per request plus \$2 per sheet or actual costs as determined by staff	Actual costs as determined by staff
REF #: S-071A	TITLE: BOND REDUCTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,580 per application	\$4,260 per application
REF #: S-071B	TITLE: LIGHTING PHOTOMETRIC REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,600 per application	\$3,475 per application
REF #: S-076	TITLE: CARD ROOM TECHNICIAN PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
New - \$100 per permit per year plus DOJ fees Renewal - \$100 per permit (no DOJ Fees)	New - \$135 per permit per year plus DOJ fees Renewal - \$75 per permit (no DOJ Fees)
REF #: S-076A	TITLE: CARDROOM ESTABLISHMENT PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
New - \$270 per application plus Livescan fees Renewal - \$270 per renewal plus Livescan fees	New - \$480 per application plus Livescan fees Renewal - \$270 per renewal plus Livescan fees
REF #: S-077	TITLE: BINGO PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Remote Caller - \$80 per permit Other - \$50 per permit (This fee is limited by the State)	Remote Caller - \$125 per permit Other - \$50 per permit (This fee is limited by the State)

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-079	TITLE: PUBLIC DISTURBANCE RESPONSE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
First Response - No Charge Each additional response - \$150	First Response - No Charge Each additional response - \$200
REF #: S-080	TITLE: POLICE FALSE ALARM RESPONSE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
First alarm within a calendar year - No Charge Second alarm within calendar year - \$150 3rd, 4th, and 5th alarm within a calendar year - \$200 each subsequent alarm within a calendar year - \$250	First alarm within a calendar year - No Charge Second alarm within calendar year - \$200 3rd, 4th, and 5th alarm within a calendar year - \$250 each subsequent alarm within a calendar year - \$300
REF #: S-080A	TITLE: NEW POLICE ALARM REGISTRATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$25 per permit	\$25 per permit
REF #: S-080B	TITLE: ALARM REGISTRATION RENEWAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$20 per renewal	\$20 per renewal
REF #: S-080C	TITLE: POLICE BACKGROUND CHECK
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$70 per application plus any DOJ fees	\$110 per application plus any DOJ fees
REF #: S-081	TITLE: DUI EMERGENCY ACCIDENT RESPONSE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Per Government Code Section 53155, charge the actual costs incurred up to \$12,000 per response for all responding personnel	Per Government Code Section 53155, charge the actual costs incurred up to \$12,000 per response for all responding personnel

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-082**TITLE: DUI ARREST****CURRENT FEE**

\$745 per arrest plus current fee for County Booking Fee

Section 29550.3(b) of the State Government Code allows for recovery of these costs if the arrested person is convicted of a related offense.

The City should only charge those individuals that are legally allowed to be charged.

RECOMMENDED FEE

This fee should be removed from the fee schedule.

REF #: S-083**TITLE: MISDEMEANOR BOOKING PROCESSING****CURRENT FEE**

\$145 per booking

RECOMMENDED FEE

\$200 per booking

REF #: S-084**TITLE: IMPOUNDED VEHICLE RELEASE****CURRENT FEE**

\$175 per vehicle

RECOMMENDED FEE

\$435 per vehicle

REF #: S-085**TITLE: NON-IMPOUND VEHICLE RELEASE****CURRENT FEE**

\$105 per vehicle

RECOMMENDED FEE

\$160 per vehicle

REF #: S-086**TITLE: VEHICLE EQUIP CORRECTION INSPECT.****CURRENT FEE**

\$20 per inspection to be charged for all inspections

RECOMMENDED FEE

\$35 per inspection to be charged for all inspections

REF #: S-087**TITLE: VIN VERIFICATION****CURRENT FEE**

\$40 per request

RECOMMENDED FEE

\$60 per request

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-088**TITLE: CONCEALED WEAPONS PERMIT****CURRENT FEE**

These fees are set by the State Penal Code Sections
12050-12054:

New Permit - \$100
Renewal Permit - \$25
Amended Permit - \$10

Psychological testing costs are added to the above fees up to \$150

RECOMMENDED FEE

New Permit - \$100
Renewal Permit - \$25
Amended Permit - \$10

Psychological testing costs are added to the above fees up to \$150

REF #: S-089**TITLE: PARADE & ASSEMBLIES PERMIT****CURRENT FEE**

Minor - \$265 per permit
Major - Deposit and Fee Agreement with charges at the Fully
Allocated Hourly Rates for all personnel involved plus any outside
costs.

Garbage/Recycling Cans - \$2 per set
Park Usage - \$25 per hour
Street Parking Per Block:
\$50/0-50 vehicles \$100/51-100 vehicles \$150/101+ vehicles

plus the actual cost for all staff the day of the event.

RECOMMENDED FEE

Minor - \$485 per permit
Major - Deposit and Fee Agreement with charges at the Fully
Allocated Hourly Rates for all personnel involved plus any outside
costs.

Garbage/Recycling Cans - \$2 per set
Park Usage - \$25 per hour
Street Parking Per Block:
\$50/0-50 vehicles \$100/51-100 vehicles \$150/101+ vehicles

plus the actual cost for all staff the day of the event.

REF #: S-089A**TITLE: BLOCK PARTY PERMIT****CURRENT FEE**

\$200 per application

RECOMMENDED FEE

\$200 per application

REF #: S-089B**TITLE: AMPLIFIED SOUND PERMIT****CURRENT FEE**

\$60 per application

RECOMMENDED FEE

\$180 per application

REF #: S-091**TITLE: RV OVERNIGHT PARKING PERMIT****CURRENT FEE**

\$13 per permit

RECOMMENDED FEE

\$20 per permit

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-092	TITLE: RECORDS CHECK/CLEARANCE LETTER
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$25 per letter	\$80 per letter
REF #: S-093	TITLE: FINGERPRINTING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$25 per request plus DOJ Fees	\$35 per request plus DOJ Fees
REF #: S-095	TITLE: POLICE DIGITAL COPY
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$10 per device	\$20 per device
REF #: S-096	TITLE: POLICE REPORT COPY
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$0.20 per page	\$0.20 per page
REF #: S-098	TITLE: POLICE SPECIAL SERVICES
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Charge the Fully Allocated Hourly Rates for all personnel involved	Charge the Fully Allocated Hourly Rates for all personnel involved
REF #: S-098A	TITLE: TOW TRUCK BUSINESS REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$265 per application	\$410 per application

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-098B	TITLE: POLICE DANCE PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$75 per application	\$210 per application
REF #: S-098C	TITLE: POLICE ENTERTAINMENT PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$75 per application	\$210 per application
REF #: S-098E	TITLE: FIREARM STORAGE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$185 per case	\$295 per case
REF #: S-098F	TITLE: VALET PARKING PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$300 per application	\$470 per application
REF #: S-100	TITLE: ANIMAL CONTROL SERVICES
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Annual Dog License:	Annual Dog License:
Spayed/Neutered - \$12	Spayed/Neutered - \$25
Non-Spayed/Neutered - \$24	Non-Spayed/Neutered - \$100
Late Fee - \$10	Late Fee - \$20
REF #: S-101	TITLE: ANIMAL RELEASE/REDEMPTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$25 per animal for first offense and \$50 per animal thereafter	\$50 per animal for first offense and \$100 per animal thereafter

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-104	TITLE: KENNEL PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$570 per application	\$860 per application
REF #: S-105	TITLE: FIRE ALARM PLAN CHECK
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Single Family/Tenant Improvement - \$240	Single Family/Tenant Improvement - \$280
Multi-Family/Commercial/Industrial:	Multi-Family/Commercial/Industrial:
1-25 Devices - \$240	1-25 Devices - \$280
Each Additional 25 Devices - \$95	Each Additional 25 Devices - \$115
REF #: S-105A	TITLE: FIRE ALARM INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Single Family/Tenant Improvement - \$240	Single Family/Tenant Improvement - \$280
Multi-Family/Commercial/Industrial:	Multi-Family/Commercial/Industrial:
1-25 Devices - \$240	1-25 Devices - \$280
Each Additional 25 Devices - \$195	Each Additional 25 Devices - \$225
REF #: S-106	TITLE: FIRE SPRINKLER PLAN CHECK
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Single Family/Tenant Improvement - \$240	Single Family/Tenant Improvement - \$280
Multi-Family/Commercial/Industrial:	Multi-Family/Commercial/Industrial:
1-100 Heads - \$240	1-100 Heads - \$280
Each Additional 100 Heads - \$95	Each Additional 100 Heads - \$115
REF #: S-106A	TITLE: FIRE SPRINKLER INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Single Family/Tenant Improvement - \$430 (2 inspections)	Single Family/Tenant Improvement - \$560 (2 inspections)
Modular Building - \$240 (1 inspection)	Modular Building - \$280 (1 inspection)
Multi-Family/Commercial/Industrial:	Multi-Family/Commercial/Industrial:
1-100 Heads - \$240	1-100 Heads - \$560 (2 inspections)
Each Additional 50 Heads - \$195	Each Additional 50 Heads - \$225
Over 300 Heads - Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs	Over 300 Heads - Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-107**TITLE: FIRE SUPPRESSION SYSTEM - FIXED****CURRENT FEE**

Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs

RECOMMENDED FEE

Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs

REF #: S-107A**TITLE: FIRE SUPPRESSION SYSTEM - HOOD****CURRENT FEE**Plan Check - \$240
Inspection - \$240**RECOMMENDED FEE**Plan Check - \$280
Inspection - \$280**REF #: S-108****TITLE: FIRE BUILDING PLAN REVIEW****CURRENT FEE**

\$240 per plan or deposit with actual costs as determined by staff

RECOMMENDED FEE

\$280 per plan or deposit with actual costs as determined by staff

REF #: S-108A**TITLE: FIRE PHOTOVOLTAIC SYST. PLAN REVIEW****CURRENT FEE**

\$117.40 per plan

RECOMMENDED FEE

\$118 per plan

REF #: S-109**TITLE: FIRE BUSINESS INSPECTION - ANNUAL****CURRENT FEE**

\$150 per permit

RECOMMENDED FEE

\$195 per permit

REF #: S-109A**TITLE: FIRE BUSINESS INSPECTION - NEW****CURRENT FEE**

\$240 per permit

RECOMMENDED FEE

\$280 per permit

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-112**TITLE: HAZARDOUS MATERIALS ANNUAL INSPECT****CURRENT FEE**

Underground/Aboveground tanks:
 Operating Permit - \$240 plus \$95 for every tank over 5
 Change/Install - \$240 plus \$95 for every tank over 1
 Remove/Abandon - \$200 plus \$70 for every tank over 1

All Other Hazardous Materials Permits - \$240 per permit

RECOMMENDED FEE

Underground/Aboveground tanks:
 Operating Permit - \$280 plus \$115 for every tank over 5
 Change/Install - \$280 plus \$115 for every tank over 1
 Remove/Abandon - \$225 plus \$85 for every tank over 1

All Other Hazardous Materials Permits - \$280 per permit

REF #: S-113**TITLE: STATE MANDATED INSPECTION****CURRENT FEE**

Care Facility: (These fees are set by the State)
 1-25 persons - \$50
 26+ persons - \$100

Other Occupancies - \$240 plus \$120 for each floor after the first floor
 Charge fully allocated hourly rate for any 2nd re-inspections

For any inspections not identified charge the Fully Allocated Hourly Rates for any time involved.

RECOMMENDED FEE

Care Facility: (These fees are set by the State)
 1-25 persons - \$50
 26+ persons - \$100

Other Occupancies - \$280 plus \$140 for each floor after the first floor
 Charge fully allocated hourly rate for any 2nd re-inspections

For any inspections not identified charge the Fully Allocated Hourly Rates for any time involved.

REF #: S-114**TITLE: ONE-TIME FIRE INSPECTION/PERMIT****CURRENT FEE**

\$240 per permit

Over 1 Hour - Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs

RECOMMENDED FEE

\$280 per permit

Over 1 Hour - Charge the Fully Allocated Hourly Rates for all personnel involved plus any outside costs

REF #: S-115**TITLE: PUBLIC FIREWORKS DISPLAY INSP/PRMT****CURRENT FEE**

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

RECOMMENDED FEE

Deposit and Fee Agreement with charges at the Fully Allocated Hourly Rates for all personnel involved plus any outside costs.

REF #: S-116**TITLE: ENGINE CO./PREV BUSINESS 2ND REINSP****CURRENT FEE**

\$270 per inspection for the second reinspection and every inspection thereafter

RECOMMENDED FEE

\$360 per inspection for the second reinspection and every inspection thereafter

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-117**TITLE: FIRE FALSE ALARM RESPONSE****CURRENT FEE**

First and Second Alarm within a 30 day period - No Charge
 Third alarm within a 30 day period - \$125
 4th and 5th alarm within a 30 day period - \$175
 each subsequent alarm within a 30 day period - \$225

RECOMMENDED FEE

First and Second Alarm within a 30 day period - No Charge
 Third alarm within a 30 day period - \$150
 4th and 5th alarm within a 30 day period - \$200
 each subsequent alarm within a 30 day period - \$250

REF #: S-118**TITLE: FIRE FLOW TEST****CURRENT FEE**

\$150 per test

RECOMMENDED FEE

\$195 per test

REF #: S-119**TITLE: WEED ABATEMENT****CURRENT FEE**

Non-Compliance after 3rd Inspection - \$300
 Non-Compliance after 4th Inspection - \$300
 Lot Cleared - \$470 plus the actual cost of clearing

RECOMMENDED FEE

Non-Compliance after 3rd Inspection - \$415
 Non-Compliance after 4th Inspection - \$415
 Lot Cleared - \$670 plus the actual cost of clearing

REF #: S-120**TITLE: ADULT SPORTS****CURRENT FEE**

Softball:
 Resident - \$500 per team Non-Resident - \$600 per team

RECOMMENDED FEE

Softball:
 Resident - \$750 per team Non-Resident - \$900 per team

REF #: S-121**TITLE: YOUTH SPORTS****CURRENT FEE**

Resident - \$20 Non-Resident - \$40

RECOMMENDED FEE

Resident - \$30 Non-Resident - \$60

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-121A**TITLE: TEEN CENTER****CURRENT FEE**

Membership:

Yearly: Resident - \$35 Non-Resident - \$50
 6 Months: Resident - \$20 Non-Resident - \$35
 Summer Only: Resident - \$15 Non-Resident - \$25
 Daily: Resident - \$3 Non-Resident - \$5

50% of all children in the same family after the first child

RECOMMENDED FEE

Membership:

Yearly: Resident - \$53 Non-Resident - \$75
 6 Months: Resident - \$30 Non-Resident - \$53
 Summer Only: Resident - \$23 Non-Resident - \$38
 Daily: Resident - \$5 Non-Resident - \$8

50% of all children in the same family after the first child

REF #: S-121B**TITLE: SENIOR CENTER****CURRENT FEE**

Membership:

Resident - \$20
 Non-Resident - \$35

Special Events:

Resident - \$3
 Non-Resident - \$5

RECOMMENDED FEE

Membership:

Resident - \$30
 Non-Resident - \$53

Special Events:

Resident - \$8
 Non-Resident - \$8

REF #: S-121C**TITLE: YOUTH CENTER****CURRENT FEE**

Yearly Membership - \$35 6 Months Membership - \$20

Summer/Breaks - \$15 per week

Non-Resident:

Yearly - \$50 6 Month - \$35 Summer/Breaks - \$25 per week

Daily: Resident - \$3 Non-Resident - \$5

7 Week Smart Start Programs: Members - \$10 Non-Members - \$35

Camps: Members - \$20 Non-Members - \$40

Non-Resident: 7 week Smart Start Programs - \$40 Camps - \$55

50% off All Children in the Same Family After Child 1

RECOMMENDED FEE

Yearly Membership - \$53 6 Months Membership - \$30

Summer/Breaks - \$23 per week

Non-Resident:

Yearly - \$75 6 Month - \$53 Summer/Breaks - \$38 per week

Daily: Resident - \$5 Non-Resident - \$8

7 Week Smart Start Programs: Members - \$15 Non-Members - \$53

Camps: Members - \$30 Non-Members - \$60

Non-Resident: 7 week Smart Start Programs - \$60 Camps - \$83

50% off All Children in the Same Family After Child 1

REF #: S-122**TITLE: FACILITY/BALLFIELD RENTAL****CURRENT FEE**

Various fees

See Appendix E of this Report for detail

RECOMMENDED FEE

Various fees

See Appendix D of this Report for detail

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-123**TITLE: SPECIAL PARKING PLACEMENT/REMOVAL****CURRENT FEE**

Collect a deposit and charge the Fully Allocated Hourly Rates of any personnel involved plus any material or outside costs

RECOMMENDED FEE

Collect a deposit and charge the Fully Allocated Hourly Rates of any personnel involved plus any material or outside costs

REF #: S-126**TITLE: DAMAGE TO CITY PROPERTY****CURRENT FEE**

Charge the Fully Allocated Hourly Rates of any personnel involved plus any material or outside costs

RECOMMENDED FEE

Charge the Fully Allocated Hourly Rates of any personnel involved plus any material or outside costs

REF #: S-128**TITLE: NEW BUSINESS LICENSE PROCESSING****CURRENT FEE**Located Outside of City Limits - \$55 per application
Located Within City Limits - \$110 per application**RECOMMENDED FEE**Located Outside of City Limits - \$50 per application
Located Within City Limits - \$100 per application**REF #: S-129****TITLE: BUSINESS LICENSE RENEWAL PROC.****CURRENT FEE**

\$40 per renewal

RECOMMENDED FEE

\$20 per renewal

REF #: S-130**TITLE: BUS. LIC. OWNER NAME/ADDRESS CHANGE****CURRENT FEE**

\$55 per account

Business List Printout - \$70

RECOMMENDED FEE

\$20 per account

REF #: S-131**TITLE: NSF CHECK PROCESSING****CURRENT FEE**

\$35 per NSF Check

RECOMMENDED FEE

\$70 per NSF Check

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-132**TITLE: FILM PERMIT****CURRENT FEE**

Processing Fee: \$255 per permit

Plus daily rental fee of facility
Plus actual cost for day of event
Plus any business license fees

RECOMMENDED FEE

Processing Fee: \$255 per permit

Plus daily rental fee of facility
Plus actual cost for day of event
Plus any business license fees

REF #: S-134**TITLE: COPY - ELECTRONIC FILE****CURRENT FEE**

\$5 per device

RECOMMENDED FEE

\$6 per device

REF #: S-135**TITLE: COPY - PRINTED DOCUMENTS****CURRENT FEE**

\$0.20 per page
FPPC copies - \$0.10 per page
Maps - \$2 per page

RECOMMENDED FEE

\$0.20 per page
FPPC copies - \$0.10 per page
Maps - \$2 per page

REF #: S-136**TITLE: LIFE CERTIFICATION****CURRENT FEE**

\$10 per certification

RECOMMENDED FEE

\$10 per certification

REF #: S-137**TITLE: DOCUMENT CERTIFICATION****CURRENT FEE**

\$5 per document

RECOMMENDED FEE

\$5 per document

REF #: S-138**TITLE: NOTARY PUBLIC SERVICES****CURRENT FEE**

\$15 per signature

RECOMMENDED FEE

\$15 per signature

This fee is set by the State

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-140	TITLE: INITIATIVE PROCESSING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$200 per initiative	\$200 per initiative
	This fee is set by the State
REF #: S-141	TITLE: CANDIDATE PROCESSING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$25 per candidate	This fee is set by the State:
FPPC Late Filing Fee - \$10 per day for each day a statement is late up to a maximum of \$100	FPPC Late Filing Fee - \$10 per day for each day a statement is late up to a maximum of \$100
REF #: S-141A	TITLE: CHICKEN REGISTRATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$10 per application	\$10 per application
REF #: S-150	TITLE: CANNABIS PERMIT APPLICATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Phase 1 - \$3,050 per application	Phase 1 - \$6,305 per application
Phase 2 - \$2,703 per application	Phase 2 - \$5,520 per application
Phase 3 - \$2,247 per application	Phase 3 - \$4,580 per application
REF #: S-151	TITLE: CANNABIS CONDITIONAL USE PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$7,000 per application	\$13,165 per application
REF #: S-152	TITLE: CANNABIS LIVESCAN PROCESSING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$168 per scan	\$75 per scan

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-153	TITLE: CANNABIS ZONING VERIFICATION LETTER
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$192 per letter	\$415 per letter
REF #: S-154	TITLE: CANNABIS BACKGROUND REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
New - \$300 Renewal - \$100	New - \$300 Renewal - \$100
REF #: S-155	TITLE: CANNABIS APPEAL PROCESSING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,960 per appeal	\$3,940 per appeal
REF #: S-156	TITLE: CANNABIS PRE-LICENSE SITE VISIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,849 per visit	\$2,575 per visit
REF #: S-157	TITLE: CANNABIS REGULATORY COMPLIANCE INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,606 per annual inspection	\$2,840 per annual inspection
REF #: S-158	TITLE: CANNABIS REINSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$956 per reinspection	\$1,440 per reinspection

**CITY OF MARINA
FEE COMPARISON REPORT
FISCAL YEAR 2023-2024**

REF #: S-159	TITLE: CANNABIS TAX AUDIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$6,351 per audit	\$10,670 per audit
REF #: S-160	TITLE: ANNUAL RENTAL PROPERTY MONITORING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$1,085 per property
REF #: S-161	TITLE: BELOW MARKET RATE CERTIFICATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$310 per application plus actual cost of outside consultant
REF #: S-162	TITLE: BELOW MARKET NEW CONSTRUCTION SALES
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$1,995 per review
REF #: S-163	TITLE: BELOW MARKET REFINANCE TRANSACTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$1,530 per transaction
REF #: S-164	TITLE: BELOW MARKET RESALE TRANSACTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$1,995 per transaction

APPENDIX C

DETAIL OF
BUILDING & SAFETY FEES

CITY OF MARINA
BUILDING & SAFETY FEE SCHEDULE
BUILDING PERMIT FEES

SCHEDULE C-1

SERVICE	CURRENT FEE	PROPOSED FEE
Building Permit Issuance	\$43	\$60
BUILDING PERMITS		
Building Permit Under \$500 Valuation	\$31	\$36
Building Permit \$501-\$2,000 Valuation	\$31 + \$3.87 for each \$100 over \$500	\$36 + \$4.40 for each \$100 over \$500
Building Permit \$2,001-\$25,000 Valuation	\$89 + \$17.74 for each \$1,000 over \$2,000	\$102 + \$20.43 for each \$1,000 over \$2,000
Building Permit \$25,001-\$50,000 Valuation	\$497 + \$12.92 for each \$1,000 over \$25,000	\$572 + \$14.84 for each \$1,000 over \$25,000
Building Permit \$50,001-\$100,000 Valuation	\$820 + \$8.88 for each \$1,000 over \$50,000	\$943 + \$10.22 for each \$1,000 over \$50,000
Building Permit \$100,001-\$500,000 Valuation	\$1,264 + \$6.92 for each \$1,000 over \$100,000	\$1,454 + \$7.96 for each \$1,000 over \$100,000
Building Permit \$500,001-\$1,000,000 Valuation	\$4,033 + \$5.93 for each \$1,000 over \$500,000	\$4,638 + \$6.82 for each \$1,000 over \$500,000
Building Permit Over \$1,000,000 Valuation	\$7,000 + \$4.19 for each \$1,000 over \$1,000,000	\$8,048 + \$4.82 for each \$1,000 over \$1,000,000
BUILDING PLAN CHECK		
Building Plan Check Under \$500 Valuation	\$20	\$23
Building Plan Check \$501-\$2,000 Valuation	\$20 + \$2.53 for each \$100 over \$500	\$23 + \$2.93 for each \$100 over \$500
Building Plan Check \$2,001-\$25,000 Valuation	\$58 + \$11.52 for each \$1,000 over \$2,000	\$67 + \$13.22 for each \$1,000 over \$2,000
Building Plan Check \$25,001-\$50,000 Valuation	\$323 + \$8.40 for each \$1,000 over \$25,000	\$371 + \$9.68 for each \$1,000 over \$25,000
Building Plan Check \$50,001-\$100,000 Valuation	\$533 + \$5.78 for each \$1,000 over \$50,000	\$613 + \$6.64 for each \$1,000 over \$50,000
Building Plan Check \$100,001-\$500,000 Valuation	\$822 + \$4.50 for each \$1,000 over \$100,000	\$945 + \$5.17 for each \$1,000 over \$100,000
Building Plan Check \$500,001-\$1,000,000 Valuation	\$2,621 + \$3.86 for each \$1,000 over \$500,000	\$3,013 + \$4.44 for each \$1,000 over \$500,000
Building Plan Check Over \$1,000,000 Valuation	\$4,549 + \$1.13 for each \$1,000 over \$1,000,000	\$5,233 + \$1.30 for each \$1,000 over \$1,000,000
MISCELLANEOUS:		
Window Changeout - SFR	\$198	\$228
Exterior Siding - SFR	\$198	\$228
Re-Roof:		
SFR	\$198	\$228
Non-SFR	\$242	\$276
Miscellaneous Building Permit	\$277	\$315
Demolition Permit	\$161	\$190
Duplicate Inspection Card	\$43	\$61
Duplicate Certificate of Occupancy	\$43	\$61
Temporary Certificate of Occupancy	\$43	\$61
Other Inspections not specified	\$133	\$144
Overtime Inspection (4 hour minimum)	OT Hourly Rate	OT Hourly Rate
Additional Plan Review	Hourly Rate	Hourly Rate
Expedited Plan Review in addition to regular Plan Review Fee	OT Hourly Rate	OT Hourly Rate
Overtime Hourly Rate is 120% of the Regular Hourly Rate		

CITY OF MARINA
BUILDING & SAFETY FEE SCHEDULE
MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEES

SCHEDULE C-2

	<u>CURRENT</u>	<u>2024 PROPOSED</u>
Permit Issuance	\$43	\$60
ELECTRICAL PERMITS		
Electrical Sign	\$213	\$251
Power Apparatus	\$207	\$247
Temporary Power Pole	\$194	\$233
Services, Switchboards, Control Centers, & Panels		
SFR	\$260	\$345
Non-SFR	\$260	\$315
Pole or Platform Mounted Fixtures (Every 5 Lights)	\$342	\$393
Recept, Switch, Lighting Outlet, and Lighting Fixture, per fixture		
First 10 items	\$254	\$291
Each item over 10	\$4	\$5
Combo Permit: EV Charging Station	\$277	\$315
Combo Permit: Swimming Pool		
SFR	\$593	\$672
Non-SFR	\$827	\$926
Combo Permit: In-Ground Spa		
SFR	\$421	\$479
Non-SFR	\$540	\$609
Combo Permit: Solar System		
SFR	\$277	\$315
Non-SFR	\$421	\$479
Meter Reset	\$198	\$228
Miscellaneous Electrical Permit	\$132	\$158
PLUMBING PERMITS		
Backflow Protection Device	\$109	\$133
Expansion Tank	\$109	\$133
Miscellaneous Plumbing Permit	\$132	\$158
MECHANICAL PERMITS		
Commercial Air Handling Unit (Per Unit)	\$403	\$467
Independent Venting System	\$403	\$467
Type I & II Hood served by Mechanical Exhaust	\$403	\$467
Miscellaneous Mechanical Permit	\$132	\$158
Inspections not specified	\$132	\$144
Reinspections	\$132	\$144
After Hours Inspection (4 hour minimum)	Hourly Rate	Hourly Rate
Plan Check - 100% of Permit Fee		
Overtime Hourly Rate is 120% of the Regular Hourly Rate		

APPENDIX E

DETAIL OF
RECREATION
FACILITY & FIELD FEES

Field Use, Athletic Events

CLASS I

A. Community Youth Groups - Any organized youth group which is non-profit, has a majority of members who are Marina residents age 17 years and under, has volunteer adult leaders or chaperones, is recreational in nature, has no membership restrictions other than age and gender, has a defined organizational structure, meets regularly, and is primarily interested in serving school-age youth of the community.

B. Community Adult Groups - Any organized group which is non-profit, has a majority of members who are Marina residents, is recreational in nature, has no membership restrictions other than age and gender, has a defined organizational structure and meets regularly.

C. Resident Use, Private - Any resident group or individual not meeting the requirements of another class which wishes to use a facility(s) for private recreational activities.

	<u>Current Fees</u>	<u>Proposed Fees</u>
Field Use, Per Hour	\$15	\$25
Field Prep	\$30	\$45
Lights, Per Hour	\$30	\$45
Staff, Per Hour	FBHR	FBHR
Restrooms	\$50	\$75
Deposit	\$150	\$150
	\$100 Non-refund cancel fee	\$100 Non-refund cancel fee
Concession Stand	\$50 per day	\$75 per day
	\$150 per season	\$225 per season
Electronic Scoreboard	\$100 Deposit	\$100 Deposit

CLASS II

A. Commercial Use - Groups or organizations that are, by their nature, commercial or profit oriented.

B. Non-resident - Any non-resident group or individual not meeting the requirements of another class, which wishes to use a facility for private recreational activities.

	<u>Current Fees</u>	<u>Proposed Fees</u>
Field Use, Per Hour	\$30	\$45
Field Prep	\$30	\$45
Lights, Per Hour	\$30	\$45
Staff, Per Hour	FBHR	FBHR
Restrooms	\$50	\$75
Deposit	\$250	\$250
	\$150 Non-refund cancel	\$150 Non-refund cancel
Concession Stand	\$75 per day	\$115 per day
	\$200 per season	\$300 per season
Electronic Scoreboard	\$100 Deposit	\$100 Deposit
Park Field Use	\$25	\$40
Park Rental Restroom Use	\$50	\$75

Recreation Facility Rental Fees

ROCKY HAN COMMUNITY CENTER

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$30/hr	\$45/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$50/hr	\$75/hr
Nonresident Nonprofit	\$40/hr	\$60/hr
Damage Deposit	\$500	\$500
Facility Maintenance Fee	\$100	\$150
Sanitation Fee	\$200	\$300
Kitchen Fee	\$35	\$55
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75

VINCE DIMAGGIO PARK FIRESIDE ROOM

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$25/hr	\$40/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$30/hr	\$45/hr
Nonresident Nonprofit	\$25/hr	\$40/hr
Damage Deposit	\$250	\$250
Facility Maintenance Fee	\$75	\$115
Sanitation Fee	\$100	\$150
Kitchen Fee	\$25	\$40
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$38 per day

SCOUT BUILDING AT GLORYA JEAN TATE PARK

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$25/hr	\$40/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$35/hr	\$55/hr
Nonresident Nonprofit	\$30/hr	\$45/hr
Damage Deposit	\$250	\$250
Facility Maintenance Fee	\$75	\$115
Sanitation Fee	\$100	\$150
Kitchen Fee	\$25	\$40
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

Recreation Facility Rental Fees

WENDY HILL COMMUNITY PARK

	<u>Current Fees</u>	<u>Proposed Fees</u>
Damage Deposit	\$200	\$300
Event Permit	\$40	\$60
Admin Rental Service Fee	\$25	\$40
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

MARINA SKATE PARK

	<u>Current Fees</u>	<u>Proposed Fees</u>
Damage Deposit	\$200	\$300
Event Permit	\$40	\$60
Admin Rental Service Fee	\$25	\$40
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

MARINA TEEN CENTER

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$30/hr	\$45/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$50/hr	\$75/hr
Nonresident Nonprofit	\$40/hr	\$60/hr
Damage Deposit	\$500	\$500
Facility Maintenance Fee	\$100	\$150
Sanitation Fee	\$200	\$300
Kitchen Fee	\$35	\$55
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75

MARINA YOUTH CENTER

	<u>Current Fees</u>	<u>Proposed Fees</u>
Resident	\$25/hr	\$40/hr
Resident Nonprofit	\$20/hr	\$30/hr
City Sponsored	\$0	\$0
Nonresident	\$35/hr	\$55/hr
Nonresident Nonprofit	\$30/hr	\$45/hr
Damage Deposit	\$250	\$250
Facility Maintenance Fee	\$75	\$115
Sanitation Fee	\$100	\$150
Kitchen Fee	\$25	\$40
Event Permit	\$40	\$60
Admin Rental Service Fee	\$50	\$75
Special Event Grounds Use Only	\$125	\$190
Small Family Group (20 or less)		
Grounds Use Only	\$25 per day	\$40 per day

Recreation Facility Rental Fees

Liability Insurance (requirement): Insurance is available for purchase through the City.

Liability Insurance:

1-50 people	\$102.24	\$155
51-150 people	\$109.46	\$165
151-250 people	\$128.04	\$195
251-500 people	\$150.74	\$230

Liquor Liability Insurance:

1-50 people	\$15.48	\$25
51-150 people	\$20.64	\$30
151-250 people	\$20.64	\$30
251-500 people	\$20.64	\$30
Alcoholic Beverage Permit Fee	\$300	\$450

EQUIPMENT RENTAL

Tables	\$5	\$8
Table Deposit:		
1-20 Tables	\$50	\$75
21-40 Tables	\$75	\$115
41+ Tables	\$100	\$150
Chairs, Off-Site Rental	\$1 per chair	\$2 per chair
Chair Deposit:		
1-20 Chairs	\$50	\$75
21-40 Chairs	\$75	\$115
41+ Chairs	\$100	\$150
Audio System (Civic Center)	\$50	\$75
Audio System (Portable)	\$50	\$75
Audio System Deposit	\$200	\$200
Alcoholic Beverage Permit	\$300	\$450
Over 100 Attendees	FBHR	FBHR